



CITY OF PAGE

REQUEST FOR PROPOSALS

BEHAVIORAL HEALTH SERVICES SUBSTANCE ABUSE RESIDENTIAL TREATMENT FACILITY

CONTACT PERSON:

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City Manager

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ISSUED:

APRIL 10, 2024

RFP DUE DATE:

MAY 6, 2024, at 5:00 PM

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ATTACHMENTS

- Sample Floor Plan – Exhibit A
- Sample Ground Lease & Improvements Transfer – Exhibit B
- Sample Sub-recipient Funding Agreement – Exhibit C
- Certifications
- Budget

SECTION 1: INTRODUCTION

REQUEST FOR PROPOSALS (RFP): BEHAVIORAL HEALTH SERVICES

The City of Page invites proposals from qualified behavioral health agencies for services including matching funds assistance for a federal Community Development Block Grant (CDBG) to construct a new, approximately 5,000 square foot shelter and treatment facility, resulting in approximately 16 units of long-term residential shelter and 8 short-term beds in the City. See Sample Floor Plan attached as Exhibit A. The selected behavioral health agency will assist with the procurement of construction services to build the facility, in compliance with applicable laws.

Once construction is completed, the behavioral health agency will be responsible for staffing and furnishing the facility, and providing a sustainable program of substance abuse and behavioral health services to adults aged 18 and above of all genders and demographics. The target population is individuals with substance abuse problems who are displaced or homeless and thereby at high risk of exposure to COVID-19 and other pandemic-type illnesses. The shelter and treatment facility is being funded primarily through the Arizona Department of Housing CDBG Program. The City of Page is acting as the pass-through recipient of the CDBG-CV funds, and providing land for construction of the facility, which will be leased to the selected agency for a nominal amount with the option to purchase the facility at the end of 5 years; the purchase price being the appraised value of the undeveloped ground (\$315,000). See Exhibit B.

The City is seeking to enter into a sub-recipient funding agreement with the selected agency through September 30, 2025, which will cover the period of construction and CDBG grant closeout, while the lease will continue as stated above. See Exhibit C.

The City will select and negotiate with the agency whose submittal is responsive to this RFP and is in the best interest of the City. Any documents submitted in response to this RFP must provide sufficient detail and information to allow a complete evaluation of its merit. The instructions contained herein should be followed for responses to be considered responsive to this RFP. The City reserves the right to cancel this solicitation at any time.

SECTION 2: BEHAVIORAL HEALTH SERVICES - SCOPE OF SERVICES

The awarded agency will be responsible for services per the details outlined in this section to the satisfaction of designated City staff. Where applicable, the agency will follow all City codes, ordinances, procedures, and directives related to the services provided.

The following list of discipline categories and scope of services is not comprehensive, and the City of Page reserves the right to modify depending on future needs.

GRANT COMPLIANCE AND PROJECT/FACILITY MANAGEMENT SERVICES:

The selected agency, in coordination with the City and Northern Arizona Council of Governments (NACOG), shall be responsible for:

- Completing and submitting any and all documents that may be required by Arizona Department of Housing (ADOH) as part of a revised CDBG application.
- Procurement of design and construction services for construction of the facility in compliance with applicable laws;

- Entering client data into HMIS accurately, completely, and timely, in accordance with the BOSCOG HMIS Data Quality Plan and the data quality standards as defined by HUD. Accurate maintenance of reporting program data into HMIS is required through the term of this contract;
- Maintaining an HMIS Data Completeness Report grade of at least an A (at least ninety-eight percent (98%)) throughout the term of this contract;
- Maintaining grant-related documents as required by ADOH; and
- All maintenance, repairs and utility costs of the facility as set forth in the Sample Lease (Exhibit B).

Additionally, the selected agency must detail any funding commitments from their own leadership and/or partner entities to reduce or eliminate the approximately \$1.3 million shortfall between the estimated cost of construction of the facility (\$3,055,000) and the available CDBG funds for the project (approximately \$1,750,000).

RESIDENTIAL TREATMENT SERVICES:

The selected agency shall be responsible for:

- Maintaining the substance abuse and residential programs for the local homeless population;
- Providing both short-term and long-term residential treatment components;
- Serving alcohol-intoxicated individuals;
- Facilitating treatment to address other substance use and co-occurring behavioral health disorders, in addition to alcohol dependence;
- Providing drug and alcohol withdrawal care and surveillance;
- Obtaining licensure through the State of Arizona, managed care organizations, etc. to operate the programs;
- Providing crisis-management services;
- Providing culturally-competent services to the population served, including consideration of Native American wellness and healing traditions/customs;
- Providing basic necessities and meals to residents;
- Creating individualized client treatment plans that include discharge and aftercare considerations; and
- Providing preventive services to reduce clients' risk of contracting COVID-19 and other communicable diseases, such as health education and access to vaccinations.

SECTION 3: EVALUATION AND SELECTION CRITERIA

Submittals will be evaluated based on the criteria set forth herein including but not limited to qualifications, demonstrated past performance, quality of submittal, availability, and ability to meet City needs and requirements.

Submittals will be scored using the following specific criteria and based on a maximum of 100 points.

Submittals will be evaluated by a Selection Committee comprised of representatives of the City of Page.

- The Selection Committee will screen and rank all submittals to determine the candidates to participate in interviews.
- The Selection Committee may conduct interviews to choose with agencies submitting proposals.
- Final approval to enter into a sub-recipient funding agreement and ground lease/improvements transfer with the selected agency will be determined by the Page City Council.

The City reserves the right to solicit additional information from any and all proposers and will be the sole judge of the merits of the proposals received. The City reserves the right to waive any informalities in the submittals, whether technical or substantial in nature, and to negotiate with any and all proposers. The City reserves the right to reject any and all submittals if it is deemed in the best interest of the City.

All proposers will be notified of the results within thirty (30) days after the close of the RFP period.

The scoring breakdown is as follows:

Criteria	Points
1. General qualifications and previous experience with providing similar behavioral health and substance abuse treatment services.	30
2. Ability to commit matching funds to the construction and furnishing of the facility, and to provide a five-year operating budget that demonstrates sustainability.	30
4. Understanding of the Scope of Services and ability to complete the work successfully.	30
5. The team’s services delivery approach and demonstrated ability to meet standard City contract requirements.	10
TOTAL	100

Acceptance of Evaluation Methodology. By submitting its proposal in response to this RFP, proposer acknowledges and accepts the evaluation process, the established criteria and associated scoring system, and that determination of the “most qualified” agency will require subjective judgments by the City.

SECTION 4: SUBMITTAL REQUIREMENTS AND SCHEDULE

Interested agencies shall review all submittal requirements including the attached Sub-recipient Funding Agreement sample and submit a proposal including the items outlined in this section.

All submittals must be prepared and submitted in accordance with this RFP to be considered responsive. Incomplete or nonresponsive submittals will not be evaluated or ranked, and a submittal may be disqualified at the City's discretion at any time during the evaluation process if:

- It lacks sufficient information for reasonable determination of compliance to minimum qualifications;
- It is determined that the submitting agency does not meet the minimum required skill, experience, or requirements to provide the requested services;
- The submitting agency has a history of failing to fully perform or fulfill contractual obligations; or
- The submitting agency's packet contains false, inaccurate, or misrepresenting statements that are intended to mislead the City in its evaluation of the submittal.

Submit one (1) original and (1) electronic copy of the following:

1. Cover Letter: Provide a one (1) page introduction letter identifying the agency. Briefly summarize any distinguishing qualities or capabilities that uniquely qualify the agency for the services requested.
2. Executive Summary: A one (1) or two (2) page summary including:
 - Qualifications of the agency
 - Project manager and his/her experience
 - A timeline for making the facility fully operational after the construction of the building has been completed.
3. Statement of Qualifications and Previous Experience: The competence and experience of the agency, including:
 - Experience in providing the requested services.
 - Experience in working with municipalities and/or federally-funded projects.
 - Please provide a statement that covenants that the agency has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner with the performance of services required to be performed under an agreement arising from this procurement, and that further covenants that in the performance under such an agreement the agency shall not engage any employee, apprentice, or subcontractor having any such interest. The submitting agency agrees that an agreement arising from this procurement may be cancelled for conflict of interest in accordance with Arizona Revised Statutes § 38-511.
4. Response to the Scope of Work: One (1) or two (2) pages with information responsive to the specific requested services, including any financial commitments to matching construction funds and funds for furnishing the facility.
5. Supporting Documents:
 - Non-Profit IRS 501c3 Determination Letter
 - Document of commitment for project funding (leverage) – letters, grant agreements, etc.
 - Commitment letters for operating funds (if applicable)
 - Facility operating budget (5-year)
 - Project-Specific Organization Chart showing, at a minimum, staff who will play the following roles:

- Assist with procurement/construction process;
- Manage ongoing facility operations;
- Manage ongoing clinical operations;
- Manage the finances of the facility.

6. Certifications (submit original only, copy not required):

- The Certifications are required and must be submitted with your submittal.
- Certifications must have an original signature by the appropriate officer of the firm or in the event of a sole proprietor or partnership, by the proprietor or general partner.

To be responsive, one hard copy and one digital copy (PDF format on USB flash drive) of the submittal must be received no later than 5:00 p.m. on May 6, 2024 at:

Page City Hall
Attn: Kary Holloway, City Clerk
P.O. Box 1180
697 Vista Avenue
Page, AZ 86040

Submittals shall be sealed and labeled as "Response to RFP for Behavioral Health Services". The City is not responsible for any submittal not properly addressed or identified. Faxed or emailed submittals will not be accepted. The City does not reimburse the cost of providing any response to this solicitation.

It is the sole responsibility of the proposer to assure that the submittal is received on time. Any submittal received after the deadline shall not be returned and will become the property of the City of Page.

Submittals will be opened publicly at 5:00 p.m. on May 6, 2024. Only the names of the proposers will be read aloud at that time.

TIMELINES

Anticipated timelines are as follows:

1. Submittals are due May 6, 2024.
2. Top candidates will be interviewed at City's discretion during the week of May 6, 2024.
3. The selected agency must be available to begin providing the specified behavioral health services no later than July 1, 2025.

Dates are subject to change.

CONTACT WITH THE CITY OF PAGE

All agencies interested in this project (including employees, representatives, agents, lobbyists, attorneys, and sub-agencies) will refrain, under penalty of disqualification, from direct or indirect contact for the purpose of influencing the selection or creating bias in the selection process with any person who may play a part in the selection process. This policy is intended to protect the integrity of the selection process and assure that contract decisions are made in public.

QUESTIONS

If information of a material matter is provided in response to any correspondence or question or if a clarification is issued by the City, a copy of the questions and answers will be provided to all prospective respondents who have requested a copy of the Request for Proposals. This response shall serve as an addendum to the advertised call for qualifications. Questions may be directed in writing to the City of Page, Attn: Darren Coldwell, City Manager, P.O. Box 1180, 697 Vista Avenue, Page AZ 86040 or dcoldwell@pageaz.gov, with “Response to RFP for Behavioral Health Services” in the subject line.

SECTION 5: SELECTION PROCESS

SUBMITTAL EVALUATION AND SCORING:

A Selection Committee organized for this RFP will review, evaluate, and score the submittals according to the specific criteria as described in Section 3. The maximum score possible is 100.

INTERVIEWS:

Based on the submittal evaluation and scoring, the Selection Committee may generate a list of candidates to participate in interviews.

Interviews may be conducted telephonically, on video conference, or in person.

Subject to the number, quality, and suitability to City needs of the submittals received, there will be up to five (5) candidate interviews.

The Selection Committee will choose the final agency to recommend to the City Council for approval based on a combination of the results of the interviews and the evaluation of the submittals. Final approval to enter into a sub-recipient funding agreement and ground lease/improvements transfer will be determined by Page City Council.

AWARD OF SUB-RECIPIENT FUNDING AGREEMENT:

The maximum possible contracts that may or will be awarded resulting from this RFP is to one (1) agency.

The City will conduct negotiations with agencies on the final list. The contract negotiations shall include consideration of the agency’s ability to financially contribute to the project and other contract terms that the City determines to be fair and reasonable to the City. If the City is unsuccessful in negotiating a contract with the best qualified agency, the City may then negotiate with the next most qualified agency until a sub-recipient funding agreement is executed, or may decide to terminate the selection process.

Staffing substitutions must be approved by the City in writing.

No binding contract will exist between the agency and the City until the City executes a written contract.

Sample Contract. An example of the City's Sub-Recipient Funding Agreement is attached as Exhibit C.

SECTION 6: GENERAL INFORMATION

RIGHTS OF THE CITY OF PAGE

The City of Page may cancel this RFP, reject in whole or in part any or all submittals or proposals, or determine not to enter into one or more of the multiple contracts as specified in the solicitation if the City determines in its absolute and sole discretion that such action is in the best interest of the City.

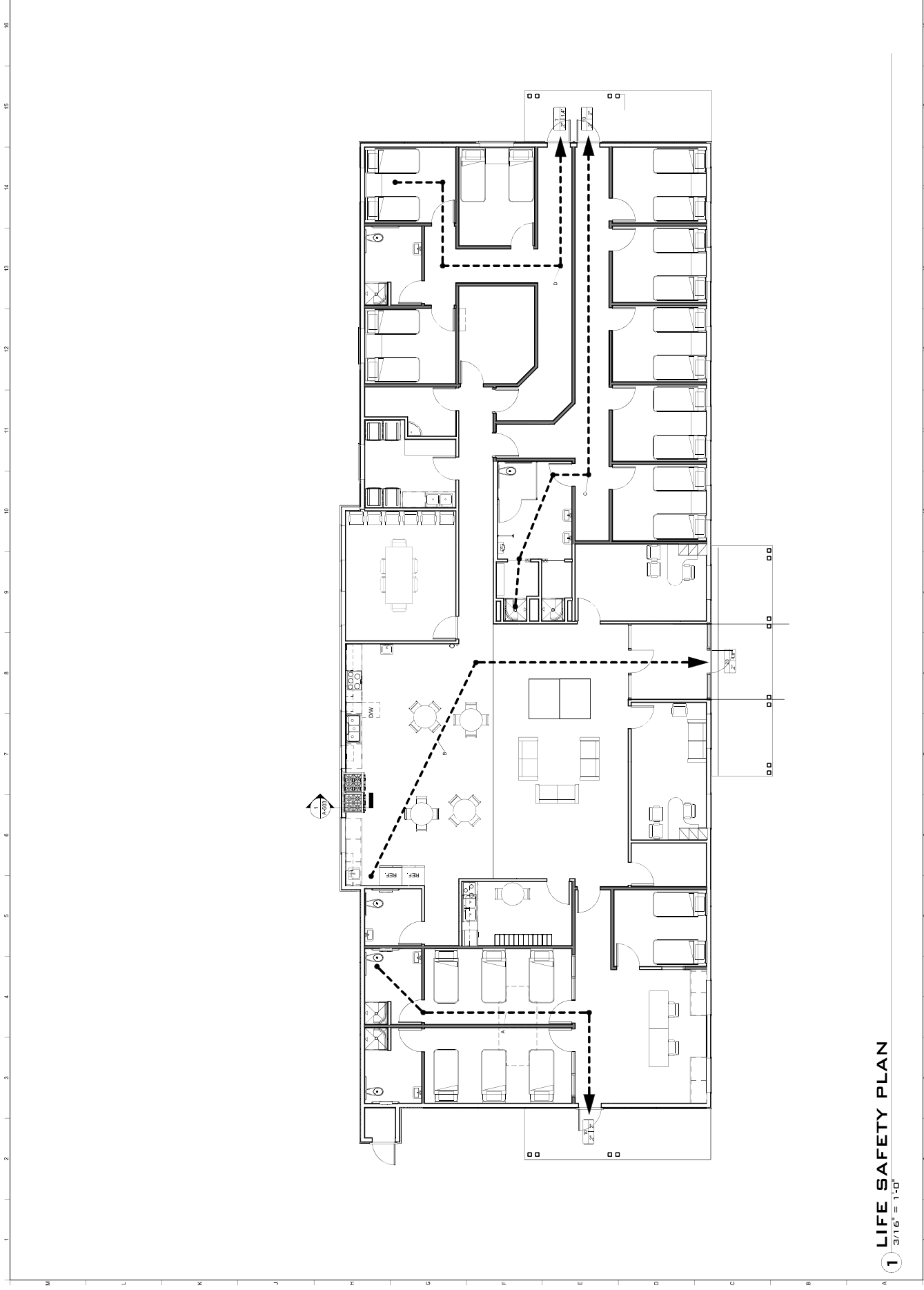
SUSPENSION/DEBARMENT

By submitting a proposal in response to this solicitation, the respondent is certifying that it is neither debarred nor suspended nor under consideration for suspension or debarment by any federal, state, or local government or agency. If a respondent is not able to so certify, the respondent must submit a letter that identifies the agency involved and a contact and explains why respondent is suspended or debarred or being considered for suspension or debarment.

PROTEST POLICY AND PROCEDURES

The protest policy and procedures provision in A.R.S. § 34-604(J) shall apply to any protests in connection with this procurement.

Exhibit A



1 LIFE SAFETY PLAN
3/16" = 1'-0"

Exhibit B

GROUND LEASE AND IMPROVEMENTS TRANSFER BETWEEN THE CITY OF PAGE and

This Ground Lease and Improvements Transfer (“Lease”) is entered into as of the ____ day of _____, 2024, by and between the City of Page, Arizona, a political subdivision of the State of Arizona (“Landlord”) and _____ an Arizona non-profit corporation (“Tenant”).

RECITALS

A. Landlord warrants and represents that it owns certain real property comprising approximately 2.55 acres as described in Exhibit A, which is attached hereto and incorporated herein by this reference (“Property”).

B. Landlord has been awarded CDBG-CV Emergency and Transitional Shelter grant funds to construct shelter/substance abuse treatment facilities in Page, Arizona. These facilities have been identified as a critical need in Page, Arizona and the surrounding region, and will greatly benefit the residents of Page, Arizona, the community generally, homeless individuals, and those with substance abuse addictions. The facilities will also relieve strain on ambulance, hospital, law enforcement, courts, and other community resources.

C. As a condition of the award of grant funds, Tenant has agreed to operate the above-described facilities. Based upon the representation by Tenant that Tenant will operate the facilities in accordance with the terms of the CDBG-CV Emergency and Transitional Shelter funding requirements, the Landlord agrees to conditionally transfer ownership of the constructed improvements to Tenant as set forth herein. Tenant further desires to lease the real property from Landlord, and Landlord desires to lease the real property to Tenant under the terms and conditions of this Lease.

NOW THEREFORE, in consideration of the promises and mutual covenants contained herein, Landlord and Tenant agree to the following terms and conditions:

1. LEASE

1.1 The Property. In order to operate the facilities described in 1.2, Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, the land (“Property”) as described in Exhibit A, which is attached hereto and incorporated herein by this reference, subject to all existing easements, rights-of-way, and all other interests encumbering the Property. The constructed improvements shall be transferred separately to Tenant, thus Tenant shall lease the land only.

1.2 Permitted Uses. Subject to any applicable Page City Codes, zoning or other regulations adopted by any applicable government entity, the Property shall be used for the operation of a shelter/substance abuse treatment facilities as set forth in Landlord’s application and award for CDBG-CV Emergency and Transitional Shelter funding (“Permitted Uses”). Subject to the provisions of Section 6 below, and further subject to applicable law, ordinance, regulation and required approvals and permitting, the construction, maintenance and operation of

improvements upon the Property to facilitate the Permitted Uses also shall be considered allowed pursuant to this Lease. Tenant shall not allow the Property to be used for any improper, immoral, unlawful, or unsafe purpose. Any use other than Permitted Uses requires the prior written approval of Landlord. Landlord makes no representation regarding the suitability of the Property for the Permitted Uses.

1.3 Term.

1.3.1 Initial Term. The term of this lease shall commence the date of the issuance of a certificate of occupancy for the treatment facility and continue for a period of five (5) years, ending on _____, 202__ (“Initial Term”) or until sooner terminated or extended pursuant to the provisions of this Lease.

1.3.2 Extended Term. If Tenant has complied with the terms of this Lease, Tenant may elect to extend the term of this Lease for two (2) five-year additional terms (“Extended Term”), upon the terms, covenants, conditions, and agreements herein contained. Any additional extensions will be subject to Page City Council discretion and approval. Tenant may exercise its option to extend by providing Landlord written notice of such election at least sixty (60) days prior to the expiration of this Lease. The Initial Term and any Extended Term shall be referred to as the “Term”.

1.4 Rent and Other Financial Responsibilities.

1.4.1 Rent. The rental amount shall be One Dollar (\$1.00) per year, together with any additional fees as provided herein, payable to the City of Page, in advance on the first day of each calendar year throughout the duration of the Lease.

1.4.2 Security Deposit. No security deposit shall be required.

1.4.3 Utilities. Tenant shall be responsible for and shall promptly pay directly to the supplier all utility charges associated with the Property, including gas, electric, internet, telephone, sewer, refuse disposal, and water utility fees and charges occasioned by its use of the Property.

1.5 Possession. Landlord covenants to provide Tenant with peaceful possession of the Property, and Tenant, by taking possession of the Property, acknowledges that the Property is in satisfactory and acceptable condition for its use.

1.6 No Warranty. Tenant has inspected the Property and agrees to accept the conditions of the Property, without any representation or warranty on the part of the Landlord, in an “as is” condition. The Landlord hereby disclaims, and Tenant accepts such disclaimer, of any warranty, expressed or implied, regarding the condition, use, or fitness of the site for any purpose. Upon execution of this Lease, the Tenant assumes the responsibility of the condition, operation, maintenance and management of the Property.

2. TRANSFER OF IMPROVEMENTS WITH POSSIBILITY OF REVERTER

2.1 Based upon the representation by Tenant that Tenant will operate the facilities in accordance with the terms of the CDBG-CV Emergency and Transitional Shelter funding application and award requirements, the Landlord agrees to transfer ownership of the constructed improvements to Tenant subject to the possibility of reverter in favor of Landlord as set forth herein. The constructed improvements include: the building including all fixtures, and the short-term and long-term treatment facilities; the parking lot; and improved access ways for ingress/egress.

Tenant's failure to operate the facilities as a shelter/substance abuse treatment center as set forth in Landlord's application and award for CDBG-CV Emergency and Transitional Shelter funding, as may be hereinafter amended, shall constitute an Event of Default as set forth in Section 12. Failure to operate the facility shall include Tenant's failure to comply with any applicable term or condition of the grant funding, or that Tenant fails to operate the facility for any forty-five (45) consecutive day period. In that event, title to the improvements shall automatically revert to and become revested in Landlord without the necessity of any further action on the part of Landlord. In such event, in addition to the automatic reversion of improvements, Landlord may pursue any other remedies available to it by law.

3. HAZARDOUS SUBSTANCES

3.1 Tenant shall not allow the storage of any hazardous waste.

3.2 Hazardous Material. There shall be no use or storage of flammable materials, hazardous waste or a Regulated Substance on the Property. Use or storage of such materials on the Property shall constitute a material breach of this Lease. Regulated Substances include, but are not limited to, any and all substances, materials or wastes regulated under the Resource Conservation and Recovery Act, 43 U.S.C. § 8909, *et seq.*; the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601, *et seq.*; the Toxic Substances Control Act, 15 U.S.C. § 2601, *et seq.*; the Arizona Hazardous Waste Management Act, A.R.S. §49-921, *et seq.*; the Arizona Underground Storage Tank Regulation Act, A.R.S. § 49-101, *et seq.*; and the rules and regulations adopted and guidelines promulgated pursuant to the applicable laws.

3.3 Tenant shall not release, discharge, leak or emit, or permit to be released, discharged, leaked or emitted into the atmosphere, ground, soil, sewer system, surface water or groundwater any substance if such substance (as reasonably determined by Landlord, or any governmental authority) does or may pollute or contaminate the same, or may adversely affect (a) the environment, (b) the health, welfare or safety of persons whether located on the Property or elsewhere, or (c) the condition, value, use or enjoyment of the Property or any other real or personal property. Tenant has or will timely obtain, maintain and comply with all provisions of all permits, licenses and other authorizations which are required under the applicable laws (hereinafter referred to as the "Permits").

3.4 Tenant shall immediately notify Landlord, orally and in writing, of any allegations by any governmental authority or other person or entity of any event of non-compliance with the applicable laws or permits of this section. Tenant shall also immediately notify Landlord orally and in writing, of any allegations by any governmental authority or other person or entity, of any events, conditions, circumstances, activities, practices, incidents, actions or plans which may

interfere with or prevent continued compliance with applicable laws, permits or the provisions of this section, or which may give rise to any common law or legal liability, or otherwise form the basis of any claim, action, suit, proceeding, hearing or investigation, based on or related to the generation, manufacture, distribution, use, treatment, storage, disposal, transport, or handling, or the emission, discharge, release or threatened release into the environment, of any pollutant, contaminant or Regulated Substance.

3.5. Landlord, or its authorized representative, agent or contractor, shall have the right, upon reasonable notice, to inspect the Property and to review and copy documents, records, and data maintained by Tenant relating to substances used and stored on the Property or disposed of, released or otherwise removed from the Property, in order to assure itself that Tenant is in compliance with the provisions of this Section 3.

3.6. Landlord shall have the right, at its expense, to perform periodic environmental inspections as Landlord deems necessary using the services of a qualified and duly licensed environmental engineers approved by Tenant whose approval thereof may not be unreasonably withheld. The said engineers shall conduct such sampling and testing of soils, water, substances and emissions as Landlord deems necessary to assure itself that Tenant is in compliance with the provisions of this Section 3. Should remediation be required as a consequence of Tenant's use of Property, Tenant shall immediately undertake such remediation as is necessary to restore the condition of the Property and shall diligently pursue such work to completion. Tenant's failure to timely perform its obligations set forth herein shall be considered a material breach of this Lease, and Tenant's obligations under this Section 3 shall continue beyond the expiration or termination hereof. Nothing in this Section 3 shall constitute a waiver of any right of Tenant, including without limitation, the right to receive contribution from any individual or entity responsible for contamination of any part of the Property.

3.6. To the fullest extent permitted by law, Tenant agrees to indemnify, defend and hold Landlord harmless for any costs of legally required remediation of environmental contamination and from any claims, demands, actions, suits, proceedings, hearings, investigations, responsibility, liability, orders, injunctions, judgments, fines, damages and losses of any nature whatsoever, arising out of or relating in any way to Tenant's present or future use of, or activities or operations on or at, the Property, or arising from or relating to any breach of the provisions of this Section 3. Tenant also agrees to indemnify and hold Landlord harmless any costs and expenses incurred in connection therewith, including without limitation, any attorneys' and expert witness fees, investigation, clean up, removal, disposal, remedial, corrective, or mitigating action costs, fines and penalties related in any way to Tenant's use of the Property. These indemnities shall survive the termination of this Lease.

4. ENTRY BY LANDLORD

4.1 Landlord, its agents, contractors, and representatives may enter the Property to inspect or to ensure compliance with the terms and conditions of this Lease or the CDBG-CV Emergency and Transitional Shelter grant funding requirements. Landlord shall provide Tenant with reasonable prior notice of entry into the Property, which will be in writing, but may be communicated electronically. If reasonably necessary for the protection and safety of Tenant and its employees, Landlord shall have the right to entry into the Property without prior notice. Nothing herein is intended to be nor shall it be deemed in derogation of Landlord's police and

public safety powers granted under applicable law. Entry by Landlord shall not constitute constructive eviction or entitle Tenant to an abatement or reduction of Rent.

5. INDEMNIFICATION AND INSURANCE

5.1 Disclaimer of Liability. Landlord shall not at any time be liable for injury or damage occurring to any person or property from any cause whatsoever arising out of Tenant's use of the Property.

5.2 Indemnification.

5.2.1 To the fullest extent permitted by law, the Tenant, its successors, assigns and guarantors, shall defend, indemnify and hold harmless the Landlord, its agents, representatives, officers, volunteers, directors, officials and employees from and against all allegations, demands, proceedings, suits, actions, claims, damages, losses, expenses, including but not limited to, attorney fees, court costs, and the cost of appellate proceedings, including expert witnesses fees, related to, arising from or out of, or resulting from any acts, errors, mistakes or omissions or negligent, reckless or intentional actions caused in whole or in part by the Tenant relating to or arising from the performance of this Lease, or the use, operation or management of the Property, including but not limited to anyone that Tenant allows to access the Property, any subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable and any injury or damages claimed by any of the Tenant's or subcontractor's agents or employees.

5.2.2 Tenant shall assume all risks of loss, injury or damage of any kind or nature whatsoever to any fixture or other structure belonging to Tenant which may be now or hereafter placed upon or in the Property and all risks of loss, injury or damage of any kind or nature whatsoever to the contents of such structures or to any goods, merchandise, chattels or any other property now or that may hereafter be upon said leased Property whether belonging to Tenant or others.

5.3 Insurance. Tenant shall, at Tenant's expense, obtain and keep in force during the term of this Lease a policy of Comprehensive General Liability insurance insuring Landlord and Tenant against any liability arising out of the ownership, use, occupancy, operation, or maintenance of the Property and all areas appurtenant thereto. Minimum coverage for Comprehensive General Liability insurance is \$2,000,000 per occurrence and \$4,000,000 aggregate. The limit of said insurance shall not, however, limit the liability of the Tenant hereunder. If Tenant shall fail to procure and maintain said insurance, Landlord may, but shall not be required to, procure and maintain same, but at the expense of Tenant. Insurance required hereunder, shall be in companies rated A+, AAA or better in "Best's Insurance Guide". Tenant shall deliver to Landlord prior to occupancy of the Property copies of policies of liability insurance required herein or certificates evidencing the existence and amounts of such insurance with loss payable clauses satisfactory to Landlord. No policy shall be cancelable or subject to reduction of coverage except after fifteen (15) days' prior written notice to Landlord. All policies shall name the City of Page as an additional insured.

5.3.1 Claims Made. In the event any insurance policies required by this Lease 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 work or services as 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.

5.3.2 All policies shall waive rights of recovery (subrogation) against City of Page, its agents, representatives, officers, directors, officials and employees for any claims arising out of the Lease.

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

5.3.4 Workers' Compensation. If the Tenant has employees, the Tenant shall maintain Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction over the Tenant's employees engaged under this Lease and shall also maintain Employer's Liability insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee, and \$500,000 disease policy limit.

5.3.5 If any work under this Lease is subcontracted in any way, Tenant shall execute written agreements with its subcontractors containing the indemnification provisions and insurance requirements in this Lease protecting the City and Tenant. Tenant shall be responsible for executing any agreements with its subcontractors and obtaining certificates of insurance verifying the insurance requirements.

5.4 Property Casualty Insurance. During the Lease Term, Tenant will maintain in effect coverage for loss of or damage to the Property and all improvements in the amount of its reasonably determined replacement value. The Tenant shall keep all structures and fixtures located on the Property insured against all peril, and if they be destroyed, the Tenant shall repair, rebuild or replace any said structures as quickly as reasonably possible in accordance with Section 17 below and any CDBG-CV Emergency and Transitional Shelter funding requirements.

5.5 Damage by Casualty. Tenant waives the entire right of recovery Tenant may have against the Landlord on account of loss or damage occasioned to the Property or improvements arising from any cause which could be insured against by fire and extended coverage insurance whether or not such insurance is in force.

6. REPAIRS, MAINTENANCE, ALTERATIONS AND IMPROVEMENTS

6.1 Tenant shall not construct or make any alterations to the Property without Landlord's written consent. In making any alterations that Tenant has a right to make, Tenant shall comply with the following:

6.1.1 Tenant shall submit reasonably detailed final plans and specifications and working drawings of the proposed alterations and the name of its contractor at least thirty (30) days before the date it intends to commence the alterations.

6.1.2 The alterations shall be approved by all appropriate government agencies, and all applicable permits and authorizations shall be obtained before commencement of the alterations.

6.1.3 All alterations shall be completed with due diligence in a workmanlike manner in compliance with the plans and specifications and working drawings, all applicable laws, building codes and other similar rules.

6.1.4 All work shall be contained entirely within the Property and without any encroachment or dependence upon any other property.

6.1.5 Tenant shall timely pay for all labor, materials, work, and professional and other services related thereto and shall pay, protect, indemnify, defend, and hold harmless Landlord, Landlord's employees, officers, contractors, agents, and volunteers against all claims related thereto.

6.1.6 Tenant shall cause all construction and similar work related to this Agreement to be conducted in a safe and cautious manner. Without limitation, Tenant shall cause such work to be conducted in compliance with established industry safety standards and practices.

6.1.7 Payment and Performance Bonds. Prior to commencement of construction on the Property which the Landlord in its discretion reasonably considers material or substantial, Tenant shall provide to the Landlord payment and performance bonds ensuring payment and performance of that general contractor's obligations under the construction contract between that general contractor and the Tenant with respect to the construction. Each of the bonds must: (i) be issued by a Qualified Surety (as hereinafter defined); (ii) be in a form satisfactory to the Landlord and run in favor of the Landlord; (iii) be in the amount of not less than one hundred percent (100%) of the costs of the construction, as such cost is stipulated in the construction contract between the Tenant and its general contractor; (iv) guarantee the performance of the contract for the construction of such improvements in accordance with final construction plans and specifications that have been approved by the Landlord; and (v) provide that the Landlord is an obligee on such bonds. A "Qualified Surety" is a corporate surety or insurer authorized to do business, and to issue bonds for construction payment and performance, in the State of Arizona and possessing a rating of A-VIII or better in A.M. Best's Insurance Reports.

6.2 Signage. Tenant may install a sign on the Property. All signs must comply with any signage regulations pertaining to the Property. Tenant shall be solely responsible for all costs associated with the manufacture, installation, and maintenance of the signs. All signage shall be kept in good condition and repair at all times, including lighting components.

6.3 All of Tenant's alterations or improvements shall be designed and constructed by Tenant at Tenant's sole cost and expense. In no event, including without limitation termination of this Agreement for any reason, shall Landlord be obligated to compensate Tenant in any manner for any of Tenant's work or other work provided by Tenant during or related to this Agreement.

6.4 Tenant will not, directly or indirectly, create or permit to be created or to remain on or against the Property or any part thereof, or any other Landlord property, and will promptly discharge at its sole cost and expense, any mortgage, lien, encumbrance, charge on, or pledge of such Property, or any improvements or fixtures thereon. Tenant will notify Landlord promptly of any such lien or encumbrance which has been created on or attached to the Property or any improvements or fixtures thereon, whether by act of Tenant or otherwise. Tenant may contest any lien or similar encumbrance provided that there is no threat of loss of title or other liability to Landlord.

6.5 Any alterations made shall remain on and be surrendered with the Property on expiration or termination of the Lease, except that with Landlord's consent Tenant may elect within thirty (30) days before the expiration of the Lease, or within five (5) days after termination of the Lease, to remove any alterations that Tenant has made to the Property. If Tenant so elects and Landlord consents, Tenant at its cost shall restore the Property to the condition designated by Landlord in its election, before the last day of the term, or within thirty (30) days after notice of election is given, whichever is later.

6.6 Tenant shall maintain the Property in good repair and shall perform any maintenance or repairs necessary to allow for the Property to operate as intended. Tenant shall repair any damage caused to the Property by Tenant, its employees, agents, invitees, licensees, customers, or visitors.

6.7 Tenant will maintain the Property in a clean and sanitary state. Tenant will provide adequate trash containers and will empty said containers on a regular basis. Tenant will not allow trash, litter or other waste to accumulate on the Property.

7. MANAGEMENT AND OPERATIONS

7.1 At its cost, Tenant shall manage and operate the Property and all facilities and improvements and shall be solely responsible for all aspects of its operation.

7.2 Tenant shall not commit any waste upon the Property, nor cause any public or private nuisance or other act that may disturb the quiet enjoyment of any adjacent property owner or tenant.

7.3 Nothing herein contained shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of principal and agent or of partnership or of joint venture between the parties hereto, it being understood and agreed that no provision contained herein, nor any acts of the parties herein, shall be deemed to create any relationship between the parties hereto other than the relationship of Landlord and Tenant.

8. COMPLIANCE WITH THE LAW. Tenant shall not use the Property or any use or permit anything to be done in or about the Property which will in any way conflict with any law, statute, ordinance or governmental rule or regulation now in force or which may hereafter be enacted or promulgated. Tenant shall, at its sole cost and expense, promptly comply with all laws, statutes, ordinances and governmental rules, regulations or requirements now in force or which may hereafter be in force. The judgment of any court of competent jurisdiction or the admission of Tenant in any action against Tenant, whether Landlord is a party thereto or not, that Tenant has

violated any law, statute, ordinance or governmental rule, regulation or requirement, shall be conclusive of that fact as between Landlord and Tenant.

9. TAXES. Together with and in addition to any payment of rent or any other sums payable to or for the benefit of Landlord pursuant to this Lease, Tenant shall pay to Landlord any tax whatsoever including excise, sales, occupancy, franchise, privilege, rental or transaction privilege tax levied by any governmental authority upon Landlord as a result of Tenant's use or occupancy of the Property, and any taxes assessed or imposed in lieu of or in substitution for any of the foregoing taxes whether now existing or hereafter enacted.

Tenant will pay directly to any taxing authority all taxes charged against any improvements, buildings, trade fixtures, furnishings, equipment, inventory or any other property belonging to Tenant. In addition, Tenant will pay directly to the taxing authority all taxes based on Tenant's sales, income, or revenue.

Tenant will pay the real property taxes allocable to the Property during the Lease term. "Real property taxes" is broadly construed to include taxes, assessments, levies, fees and all other government charges of any kind, general and special, ordinary and extraordinary, foreseen and unforeseen, which are imposed or levied upon or assessed against the Property. Real property taxes include transaction privilege taxes or other assessments against Landlord based on collections of rent on the Property.

10. EMINENT DOMAIN. Either party may terminate this Lease if the whole or any material part of the Property shall be taken or condemned for any public or quasi-public use under law, by eminent domain or private purchase, in lieu thereof (a "Taking"). Landlord shall also have the right to terminate this Lease if there is a Taking of any portion of the Property which would leave the remainder of the property unsuitable for use. In order to exercise its right to terminate the Lease, Landlord or Tenant, as the case may be, must provide written notice of termination to the other within 45 days after the terminating party first receives notice of the Taking. Any such termination shall be effective as of the date the physical taking of the Property or the portion of the Property occurs. All compensation awarded for a Taking, or sale proceeds (other than any compensation which may be separately awarded to Tenant pursuant to the terms of the next succeeding sentence), shall be the property of Landlord, any right to receive compensation or proceeds being expressly waived by Tenant. However, Tenant may file a separate claim at its sole cost and expense in connection with such Taking for Tenant's property and Tenant's reasonable relocation expenses, provided the filing of the claim does not diminish the award which would otherwise be receivable by Landlord. As used in this section, the word "condemned" shall include (a) receipt of written notice of the intent to condemn from an entity having the power of eminent domain, (b) the filing of any action or proceeding for condemnation by any such entity, and (c) the conveyance of any interest in the Property by the Landlord or the Tenant to a public or quasi-public authority having the power of eminent domain with respect to the Property as a result of the authority's express written intent to condemn.

11. ASSIGNMENT AND SUBLETTING. Tenant shall not assign, transfer, mortgage, pledge, encumber, sublet or part with the possession of the whole or any part of the Property without first obtaining the written consent of Landlord. This agreement shall extend to and be binding upon the Tenant, its successors and assigns, including any individual, company, partnership, or other entity with or into which the Tenant shall merge, consolidate, or be

liquidated, or any person, corporation, partnership, or other entity to which the Tenant shall sell its assets.

12. DEFAULT

12.1 Tenant's Default. If Tenant fails to pay any rent due hereunder or fails to keep and perform any of the other terms, conditions or covenants set forth herein, or breaches the provisions of this Lease in any other manner, then an Event of Default shall have been deemed to occur. Furthermore, Tenant's failure to comply with any term, condition, or obligation of the CDBG-CV Emergency and Transitional Shelter grant funding, including continued operation of the facility, shall constitute an Event of Default.

12.2 Landlord Default. It shall be a default if Landlord fails to perform any of its obligations as set forth in this Lease and does not cure such default within thirty (30) days after written notice from Tenant describing the alleged default.

13. REMEDIES

13.1 Event of Default by Tenant. An Event of Default by Tenant concerning failure to pay rent as required herein shall be cured within ten (10) days after written notice to Tenant. An Event of Default concerning any default other than failure to pay rent shall be cured within thirty (30) days or, if the default cannot be cured within thirty (30) days, such longer period as is reasonably required not to exceed ninety (90) days, provided Tenant is diligent in its efforts to cure, after written notice to Tenant. Upon failure of Tenant to cure any Event of Default, Landlord shall have the right, at its option, in addition to any other remedy Landlord may have by operation of law, to terminate this Lease without any further demand or notice.

13.2 Event of Default by Landlord. In the event of default by Landlord, Tenant shall have the right, at its option, to terminate this Lease in addition to any other remedy Tenant may have by operation of law, without any further demand or notice.

13.3 Litigation. If litigation for breach of this Lease is brought, the prevailing party shall be awarded its reasonable attorney's fees and costs.

14. FIXTURES AND PERSONAL PROPERTY. Subject to the provisions of Section 2, any trade fixtures, equipment, or personal property permanently installed in or permanently attached to the Property by or at the expense of Tenant shall be and shall remain the property of Tenant, except as otherwise agreed in writing by Tenant and Landlord. Tenant shall have the right to remove any and all of such property prior to the expiration or termination of this Lease Agreement, so long as no default exists under this Lease. Tenant shall, at its expense, repair any damage caused to the Property by reason of the removal of any of its trade fixtures, equipment, or other permanently affixed personal property as described above.

15. REDELIVERY OF PROPERTY. Subject to Section 6.5, Tenant agrees to redeliver to Landlord the physical possession of the Property at the end of the Term of this Lease, in substantially similar or better condition as delivered to Tenant at the commencement of this Lease, reasonable wear and tear excepted.

16. HOLDING OVER. Without limiting the foregoing and notwithstanding anything herein to the contrary, in the event that Tenant fails or refuses to vacate and surrender the Property after the end of the Term, the Landlord, in its sole and absolute discretion, may elect to treat that failure or refusal as an automatic month-to-month holdover tenancy, subject to all the terms and conditions of this Lease. The terms and conditions of this section shall survive expiration of this Lease.

17. DESTRUCTION OF IMPROVEMENTS

17.1 Obligations of Tenant. Except as may otherwise be expressly provided in this Lease, Tenant shall bear all risk of loss or damage or destruction to the Property and any improvements thereon, including any buildings, fixtures, or other property thereon, arising from any fire, flood, or other peril or casualty. In the event the Property or improvements are damaged or destroyed in whole or in part by fire, flood, or other peril or casualty, Lessee shall give prompt written notice thereof to Landlord and shall promptly thereafter restore the Property and any improvements to the condition they existed in immediately prior to such damage or destruction. Damage to the Property or improvements shall not cause an abatement of Lessee's obligation to pay rent to the Landlord or to make any other payments required to be made by Lessee under this Lease.

17.2 Application of Insurance Proceeds. All insurance proceeds received by Tenant as a result of any casualty loss, damage or destruction of the Property and/or the improvements that occur during the Term of this Lease shall be applied in the following order of priority: (a) to restoring the damaged areas and removing any related debris to a substantially similar condition as same were prior to such damage or destruction; (b) to repairing, rebuilding, and/or replacing the Property and the improvements to a substantially similar condition as same were prior to such damage or destruction; and (c) the excess, if any, shall be paid to Tenant. This provision shall survive expiration or earlier termination of this Lease.

18. DISPUTE RESOLUTION

18.1 Arizona Law. This Lease shall be governed by and all disputes resolved pursuant to the laws of the State of Arizona.

18.2 Mediation. Any disputes that arise out of this Lease shall first be submitted to mediation using a professional, independent mediator, as agreed to by the Parties. No litigation may be filed by either Party unless one party fails to mediate in good faith or good faith mediation by both Parties fails to resolve the dispute.

18.3 Attorney's Fees. If either party institutes a lawsuit against the other to construe, enforce, or for breach of this Lease, or if either party intervenes in any suit in which the other is a party to enforce or protect its interest or rights pursuant to the Lease, the prevailing party shall be entitled to all of its costs and expenses, including, without limitation, reasonable attorneys' fees.

19. ENTIRE AGREEMENT. This Lease constitutes the entire agreement between the parties and supersedes all prior agreements and understandings related to the Property, including all lease proposals, letters of intent and other documents. This Lease may not be modified or altered except in writing signed by duly authorized representatives of the parties.

20. THIRD-PARTY BENEFICIARIES. No term or provision of this Lease is intended to, or will, be for the benefit of any person or entity not a party hereto, and no such other person or entity will have any right or cause of action hereunder.

21. NOTICE. All notices, requests, demands, and other communications hereunder shall be in writing and shall be deemed given if personally delivered with receipt, or mailed, certified mail, return receipt requested, to the following addresses:

To Landlord: City Manager
City of Page
697 Vista Ave.
PO Box 1180
Page, AZ 86040

To Tenant:

22. SEVERABILITY. The invalidity or unenforceability of any covenant, term or condition of this Lease shall not affect the validity or enforceability of any other covenant, term or condition of this Lease and such other covenants, terms and conditions shall remain in full force and effect.

23. This Lease is subject to cancellation pursuant to the conflict of interest provisions of A.R.S. § 38-511.

24. TIME IS OF THE ESSENCE. Time is of the essence in this Lease.

25. OPTION TO PURCHASE

25.1 Landlord hereby grants to Tenant an option to purchase the Property upon the following terms and conditions (the "Option").

25.2 Option Period. Tenant may exercise the Option at any time subsequent to operating the shelter and treatment facilities for sixty (60) consecutive months and while this Lease is still in force and effect. The Option shall expire automatically on the termination of this Lease. For so long as Tenant possesses the right to exercise this Option to purchase the Property, Landlord shall not, sell, assign or otherwise transfer the Property to a third-party.

25.3 Conditions for Exercise. Tenant may only exercise the Option if Tenant is current on all payments owed Landlord pursuant to this Lease and is otherwise in compliance with the CDBG-CV Emergency and Transitional Shelter grant funding requirements and not in default under this Lease.

25.4 Notice of Exercise. The Option may be exercised by mailing or delivering written notice to the Landlord prior to expiration of the Option. Notice, if mailed, will be by certified

mail, postage prepaid to the Landlord at the Landlord's notice address and will be deemed to have been given on the date shown on the postmark of the envelope in which such notice is mailed.

25.5 Purchase Price. The Purchase Price for the Property pursuant to this Option shall be \$315,000, subject to the CPI adjustment set forth below, said amount being the fair market value of the Property as determined by appraisal. See Exhibit B. The appraised value shall be escalated annually each July 1 subsequent to the commencement of the Lease until the option to purchase is exercised based on the United States Department of Labor, Bureau of Labor Statistics, Consumer Price Index-All Urban Consumers, West Region for All Items ("CPI").

25.6 Purchase Agreement. Within thirty (30) days of exercise of the Option, the parties shall enter into a separate written purchase agreement (the "Purchase Agreement") for the Property in the form of the Purchase Agreement attached to this Agreement as Exhibit C.

25.7 Closing. Closing of the purchase pursuant to this Option (the "Closing") shall take place at an escrow/title company reasonably agreed upon by the parties at a time mutually agreeable to the parties. Upon closing, the possibility of reverter of improvements shall be extinguished and the Tenant shall obtain fee title to both the Property and all improvements located thereon.

25.8 Rent. Tenant shall continue to pay Rent and all other fees, costs or assessments pursuant to the Lease until Closing.

25.9 Effect of Expiration of Option. Upon expiration of the Option, the Landlord will be released from all obligations to sell the Property to Tenant. If the Tenant does not exercise the Option prior to its expiration, neither party will have any further rights or claims against each other concerning the Option.

26. FORCE MAJEURE. When either party is required to do any act by a fixed date or within a fixed time, delays caused by or resulting from war, civil commotion, fire, flood or other casualty, materials or equipment, government regulations, pandemics, unusually severe weather, or other causes beyond the party's reasonable control (any such delay constitutes a "Force Majeure Delay"), will not be counted in determining the time in which the act must be completed.

IN WITNESS WHEREOF, each of Landlord and Tenant have executed this Lease on the dates indicated below.

LANDLORD:
CITY OF PAGE

TENANT:

By: _____
Mayor

By: _____

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

Exhibit C

SUB-RECIPIENT FUNDING AGREEMENT

This AGREEMENT is entered into as of this _____ day of _____, 2024 by and between the City of Page, PO Box 1180, Page, Arizona 86040, (hereinafter referred to as "RECIPIENT") and _____, (hereinafter referred to as "SUB-RECIPIENT").

WITNESSETH THAT:

WHEREAS, Pursuant to Title I of the Housing and Community Development Acts of 1974, as amended, RECIPIENT has applied for and received a Community Development Block Grant (hereinafter CDBG) for certain CDBG activities, from the State of Arizona Department of Housing (ADOH), CDBG Program (hereinafter "ADOH"); and

WHEREAS, included in said application, is the following activity eligible under the CDBG Program:

A. Statement of Work

1. Contract #: 128-22
2. Name of Activity(ies): Page Substance Abuse Residential Facility
3. Scope of Work: ATTACHMENT I
4. Budget: Agreement Total: \$1,986,279.00 - see ATTACHMENT II for details.

NOW THEREFORE, the RECIPIENT and SUB-RECIPIENT, in consideration of their mutual agreements set out herein, agree as follows:

B. National Objectives

The SUB-RECIPIENT certifies that each activity carried out with funds provided under this AGREEMENT will meet one (1) of the CDBG Program's National Objectives: 1) benefit to low/moderate income persons; 2) aid in the prevention or elimination of slums or blight; and 3) meeting community development needs having a particular urgency.

C. Performance Monitoring

The RECIPIENT will monitor the performance of the SUB-RECIPIENT against goals and performance standards required herein. Substandard performance as determined by the RECIPIENT will constitute noncompliance with this AGREEMENT. If action to correct such substandard performance is not taken by the SUB-RECIPIENT within a reasonable period of time

after being notified by the RECIPIENT, contract suspension or termination procedures will be initiated.

D. Notices

Communication and details concerning this contract shall be directed to the following contract representatives:

RECIPIENT

Name: *Darren Coldwell*

Title: *City Manager*

Address:

City of Page

P.O. Box 1180

Page, AZ 86040

Telephone: *928-645-4241*

E-mail Address: *dcoldwell@pageaz.gov*

SUB-RECIPIENT

Name:

Title:

Address:

Telephone:

E-mail Address:

E. Special Conditions

1. RECIPIENT agrees that the project prevents, prepares for, or responds to the coronavirus COVID-19.
2. RECIPIENT agrees that per CDBG program requirements, the project will need to demonstrate a 5-year benefit period. RECIPIENT agrees to maintain the intended use of the facility for the 5-year period.
3. RECIPIENT agrees that funds will be expended within 16 months, with not less than 80% of funds expended by May 1, 2025, and the remaining 20% of funds expended by June 30, 2025.
4. RECIPIENT agrees to repay or secure repayment from any person or entity receiving CDBG-CV assistance (including direct beneficiaries) assistance that is determined to be duplicative or does not comply with CDBG program and/or cross-cutting regulations.
6. RECIPIENT agrees to submit sub-recipient agreement documentation to ADOH for review as well as comply with all sub-recipient monitoring requirements.
7. RECIPIENT agrees to provide ADOH with a copy of the site plans once completed by the procured architect.
8. RECIPIENT agrees to provide ADOH with a copy of the ground lease for the facility once executed.

9. RECIPIENT agrees to ensure the following recommendations made in the Environmental Assessment be included in the agreement with the procured contractor:

- Minimize impacts to vegetation during project construction. Staging areas should be located in previously disturbed sites, and kept as small as possible. Implement erosion and drainage control measures during the project to prevent the introduction of sediment-laden runoff into adjacent surface waters, and to prevent impacts to surface water quality.
- Stabilize exposed soils, particularly on slopes, with native vegetation as soon as possible to prevent excess erosion.
- Minimize the potential introduction or spread of exotic invasive species, including plants, animals, insects and pathogens. Precautions should be taken to wash and/or decontaminate all equipment utilized in the project activities before entering and leaving the site.
- To further limit the spread of non-native, invasive plant species, the Arizona Game and Fish Department recommends landscaping with drought-tolerant species that are native to Arizona.
- Peregrine Falcon Management Guidelines are to be included in the agreement with the procured contractor.
- Extra precautions should be taken during construction considering the groundwater table is shallow. Ensure no impacts to shallow groundwater table.
- Obtain an Air Quality Permit from ADEQ if the potential emissions from the facility exceed the permitting exemption threshold or if the equipment at the facility is subject to federal regulations that are not exempt from state rules (i.e. emergency engines, boilers, etc.).

F. Grantor Recognition

The SUB-RECIPIENT shall ensure recognition of the role of the RECIPIENT and ADOH in providing services through this contract. All activities, facilities and items utilized pursuant to this contract shall be prominently labeled as to the funding source. In addition, the SUB-RECIPIENT will include a reference to the support provided herein in all publications made possible with funds made available under this contract.

- 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 SUB-RECIPIENT or by any employee of the SUB-RECIPIENT. The SUB-RECIPIENT shall advise ADOH 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.
- ADOH 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.

G. Independent Contractor

Nothing contained in this AGREEMENT is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The SUB-RECIPIENT shall at all times remain an “independent contractor” with respect to the services to be performed under this AGREEMENT. The RECIPIENT shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance as the SUB-RECIPIENT is an independent contractor.

H. General Conditions

1. Responsibility for Grant Administration: The RECIPIENT is responsible for ensuring the administration of federal funds in accordance with all program requirements. The use of Sub-recipients or contractors does not relieve the RECIPIENT of this responsibility.

The RECIPIENT is also responsible for determining the adequacy of performance under all Sub-recipient AGREEMENTS and procurement contracts and for taking appropriate action when performance problems arise.

2. Payment: It is expressly agreed and understood that the total amount to be paid by the RECIPIENT for SUB-RECIPIENT activities under this contract shall not exceed \$1,775,000. No funds will pass through the SUB-RECIPIENT's accounts. Drawdowns for the payment of eligible expenses shall be made against the line item budgets, after prior approval of the RECIPIENT and NACOG.
3. General Compliance: The SUB-RECIPIENT agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the Housing and Urban Development (HUD) regulations concerning the CDBG program). The SUB-RECIPIENT also agrees to comply with all other applicable federal, state and local laws, regulations and policies governing the funds provided under this contract. The SUB-RECIPIENT further agrees to utilize funds available under this AGREEMENT to supplement rather than supplant funds otherwise available.
4. Homeless Management Information System (HMIS): SUB-RECIPIENT agrees to enter client data into HMIS accurately, completely, and timely, in accordance with the BOSCOG HMIS Data Quality Plan and the data quality standards as defined by HUD. Accurate maintenance of reporting program data into HMIS is required through the term of this contract.

SUB-RECIPIENT shall maintain a HMIS Data Completeness Report grade of at least an A (at least ninety-eight percent (98%)) throughout the term of this contract. Information contained on the rent rolls submitted with the Requests for Payment will be compared to data in HMIS. If

discrepancies are found, the Request for Payment will not be paid until discrepancies are rectified.

5. Time of Performance: This AGREEMENT shall take effect on the ___ day of _____, 202, through and including the 30th day of September, 2025.
6. Insurance and Bonding: The SUB-RECIPIENT shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud and/or undue physical damage and, as a minimum, shall purchase a blanket fidelity bond covering all employees in an amount equal to cash advances from the RECIPIENT.

The SUB-RECIPIENT shall provide, by self-insurance or other means, and maintain and/or cause its sub-contractors to provide and maintain appropriate insurance. In no event shall the total coverage be less than the coverage specified in the attached HUD Insurance requirements.

Failure on the part of the SUB-RECIPIENT to procure and maintain the required liability insurance and provide proof thereof to the RECIPIENT within ten (10) days following the commencement of a new policy, shall constitute a material breach of the AGREEMENT, upon which the RECIPIENT may immediately terminate the AGREEMENT. Within ten (10) days of signing the AGREEMENT, the SUB-RECIPIENT shall furnish the RECIPIENT with copies of the Certificate of Insurance drawn in conformity with the above insurance requirements. The RECIPIENT reserves the right to request and receive certified copies of any or all of the above policies and/or endorsements.

The SUB-RECIPIENT shall provide Worker's Compensation Insurance coverage for all of its employees involved in the performance of this contract.

7. Reversion of Assets: Upon expiration of this AGREEMENT, the SUB-RECIPIENT shall ensure that any real property under the SUB-RECIPIENT's control that was acquired in whole or in part with federal funds in excess of \$5,000 is either:
 - a. Used to meet one (1) of the National Objectives, until five (5) years after expiration of the AGREEMENT or such longer period of time as determined appropriate by the RECIPIENT and ADOH. However, any change in "use" or "National Objective" from that described in the Scope of Work shall require prior written approval of the RECIPIENT and ADOH; or
 - b. If disposed of, the manner shall result in the RECIPIENT being reimbursed in the amount of the current fair market value of the property less any portion of the value attributable to expenditures of non-federal funds for acquisition of or improvement to the property (reimbursement is not required after the period of time specified in paragraph 6.a. above).

8. Subcontracting: None of the services covered by this AGREEMENT shall be subcontracted without prior written approval by the RECIPIENT which shall request pre approval from ADOH.
9. Compliance with Regulations: The SUB-RECIPIENT will comply with the applicable uniform administrative requirements as described in Attachment III, Certification and Other Uniform Administrative Requirements, which are attached hereto and made a part hereof as if fully rewritten.
10. Indemnification: The SUB-RECIPIENT agrees to save and hold harmless the following entities: the RECIPIENT and/or any of its agents, officials and employees; NACOG; ADOH; the State of Arizona and its agents, officials and employees; from any and all claims, demands, suits, actions, proceedings, loss, costs and/or damages of every kind and description including any attorney's fees and/or litigation expenses which may be brought or made against or incurred by the RECIPIENT and/or ADOH on account of loss of or damage to any property or for injuries to or death of any person caused by, arising out of, or contributed to, in whole or in part, by reason of any alleged act, omission or professional error, fault, mistake or negligence of the SUB-RECIPIENT, its employees, agents or representatives or sub-contractors, their employees, agents or representatives in connection with or incident to the performance of this AGREEMENT or arising out of the Worker's Compensation claims, Unemployment Compensation claims or Unemployment Disability Compensation claims of employees of the SUB-RECIPIENT and/or its contractors or claims under similar such laws or obligations. The SUB-RECIPIENT's obligations under this paragraph shall not extend to any liability caused by the sole negligence of the RECIPIENT or its employees.
11. Maintenance and Availability of Records: In connection with the AGREEMENT, the SUB-RECIPIENT shall maintain all accounting, client records, papers, maps, photographs, other documentary materials and any evidence pertaining to costs incurred as more fully described in Attachment IV: Records to be Maintained, which is attached hereto and made a part hereof as if fully rewritten.
 - a. Such records shall be furnished and available for inspection by the RECIPIENT, NACOG, ADOH, HUD, the Comptroller General of the United States or any authorized representatives of these entities.
 - b. Such records shall be available at the SUB-RECIPIENT's offices at all reasonable times during the contract period. If it is a claim, investigation or litigation that is pending after

what is assumed to be final payment, that in effect cancels the final payment date. The retention period will not begin until final settlement of the claim, investigation or litigation.

12. Contract Amendments/Revisions: Any changes to the Scope of Work or dollar amount of this AGREEMENT require prior written approval from ADOH.
13. Arbitration: In the event of any controversy which may arise out of this AGREEMENT, the parties agree to abide by arbitration as set forth in the Arizona Revised Statutes.
14. Suspension and Termination: With notification to ADOH, the RECIPIENT may terminate this AGREEMENT and such additional supplemental AGREEMENTS hereafter executed, in whole or in part, and may recover any federal funds at its discretion if the SUB-RECIPIENT:
 - a. Violates any provision of this AGREEMENT; or
 - b. Violates any provision of the Housing and Community Development Act of 1974, as amended; or
 - c. Violates any applicable regulations or terms and conditions of approval of application(s) that the Secretary of HUD has issued or shall subsequently issue during the period of this AGREEMENT; or
 - d. Fails to complete performance in a timely manner.

The RECIPIENT may also terminate this AGREEMENT and such additional supplemental AGREEMENTS hereafter executed, in whole or in part, by giving the SUB-RECIPIENT thirty (30) days written notice, in the event that ADOH shall:

- a. Withdraw funds allocated to the RECIPIENT under its application for program activities substantially preventing performance of the program in the RECIPIENT's community; or
- b. Terminate the RECIPIENT's funding allocation pursuant to an Act of Congress; or
- c. Fails to approve a grant application filed by the RECIPIENT.

The RECIPIENT may also terminate this AGREEMENT per ARS 38-511, Conflict of Interest.

15. Audits: The SUB-RECIPIENT shall comply with the audit requirements set forth in Office of Management and Budget 2 CFR 200 Subpart F.

IN WITNESS WHEREOF, the RECIPIENT and the SUB-RECIPIENT have executed this AGREEMENT to be effective on the date first above written.

RECIPIENT:

By: Bill Diak

Title: Mayor, City of Page

Date

Attest:

Title: City Clerk

Approved as to Form and Legal Sufficiency

City Attorney

SUB-RECIPIENT:

By:

Title:

Date

Attest:

Title:

Fed ID#:

Typed Name:

ATTACHMENT I: Activity Description - Scope of Work
(for Sub-recipient Funding Agreement)

Section I

Activity #1 – Administration

To carry out all required actions to administer activities funded from CARES Act CDBG-CV. Actions are to include requisite record-keeping, reporting, monitoring, and all other actions necessary to ensure compliance with CDBG Program requirements as identified in the 24 CFR 570.500-570.614 and current Arizona Department of Housing Handbooks.

Activity #2 – Encompass Substance Abuse Residential Facility

\$1,986,279 in CARES Act CDBG-CV funds for:

the new construction of an approximately 5,000 square foot shelter and treatment facility, resulting in 16 units of long-term residential shelter in the City of Page, Arizona. The shelter and treatment facility will be owned and operated by the SUB-RECIPIENT, Community Bridges, Inc.

All CDBG-CV funds will be used to prevent, prepare for, or respond to the coronavirus pandemic. This activity will meet the Low to Moderate Income Limited Clientele National Objective (LMC) and will result in 16 units of emergency shelter, benefiting approximately 100 homeless individuals of Low to Moderate income.

All CDBG-CV funds will be used to prevent, prepare for, or respond to the coronavirus epidemic.

Section II - Service Area (SA)

Beneficiaries reside in the City of Page as well as surrounding tribal and unincorporated areas. The number of beneficiaries are estimated above and will be reported into the state HMIS system.

Section III - Work Schedule

The projected work schedule is outlined in the funding agreement, and summarized as follows:

Prepare Bid Package – 2/1/24

Constructions Begins – 5/1/24

Construction Complete – 5/1/25

Project Complete – 6/30/25

Section IV - Responsibilities of Both Parties

The CITY shall be responsible for:

- *Request and receipt of CDBG-CV funds from the State of Arizona Department of Housing (ADOH).*
- *Consultations with Community Bridges, Inc. regarding project elements relevant to the City.*
- *Maintaining application and financial grant related documents as required by ADOH.*

Community Bridges, Inc., in coordination with the City and NACOG, shall be responsible for:

- *Procurement of design and construction services for construction of the facility in compliance with applicable laws;*
- *Entering client data into HMIS accurately, completely, and timely, in accordance with the BOSCOG HMIS Data Quality Plan and the data quality standards as defined by HUD. Accurate maintenance of reporting program data into HMIS is required through the term of this contract;*
- *Maintaining an HMIS Data Completeness Report grade of at least an A (at least ninety-eight percent (98%)) throughout the term of this contract;*
- *Maintaining grant-related documents as required by ADOH;*
- *All maintenance, repairs and utility costs; and*
- *Maintaining the substance abuse and residential programs for the local homeless population.*

ATTACHMENT II: Budget
(for Sub-recipient Funding Agreement)

The budget below is from the detailed project budget that was submitted to ADOH on November 27, 2023, and summarized onto ADOH standard CDBG budget forms.

GENERAL ADMINISTRATION SUMMARY					
1. Sub-recipient: Community Bridges, Inc.					
ITEM		a. ADOH Funds \$	b. Non-ADOH Funds \$*	c. Total \$	
2.	Salaries, Wages, Fringe Benefits	% or Hours			
2.1	Position #1 Title:				
2.2	Position #2 Title:				
2.3	Position #3 Title:				
2.4	Position #4 Title:				
3.	Professional Services (Contractual):				
3.1	For: NACOG		30,000		30,000
3.2	For:				
3.3	For:				
4.	Travel				
5.	Office Supplies and Equipment				
6.	Advertising/Publications				
7.	Indirect Costs (% documented by cost allocation plan)				
8.	Other Operating Expenses (specify):				
8.1	Item 1:				
8.2	Item 2:				
8.3	Item 3:				
8.4	Item 4:				
9.	TOTALS		30,000		30,000

10. a. Indicate who will be in charge of the financial record keeping (name and title):

Linda Watson, Finance Director

b. Provide the street address for the location of the financial records:

463 South Lake Powell Blvd., Page, Arizona 86040

ACTIVITY BUDGET			
1. Sub-recipient: Community Bridges, Inc.		2. Activity Name: Encompass Substance Abuse Residential Facility	
	ADOH Funds \$	Non-ADOH Funds \$	TOTAL \$
3. Environmental Review Record	Incl in admin		
4. Design/Engineering/Inspection Procure <input checked="" type="checkbox"/> In-House <input type="checkbox"/>	99,664	15,000	114,664
5. Construction Contract Work (include materials and DB wage rates)	1,847,510	816,473	2,663,983
6. Fixed Asset Equipment			
7. Land Acquisition (includes easements) (must comply with the Uniform Relocation Act)			
8. Rehabilitation Services (if this exceeds twenty percent (20%) of total activity costs, attach a rationale) Procure <input type="checkbox"/> In-House <input type="checkbox"/>			
9. Other (specify or attached as page ____)			
10. For City/Town, County or Other Construction			
10.1 Purchase of materials			
10.2.a Employees (documentation attached as page ____ regarding number of employees, wages, number of hours, etc.)			
10.2.b Offenders			
10.2.c Volunteers			
10.3 Equipment (Use vs. Purchase) (documentation attached regarding rental rates, number of hours to be used, type of equipment, etc.)			
10.4 Other (attach as page ____)			
11. TOTALS	1,947,174	831,473	2,778,647

ATTACHMENT III: Certifications and Other Uniform Administrative Requirements (for Sub-recipient Funding Agreement)

A. Uniform Administrative Requirements

By virtue of signing the AGREEMENT, the SUB-RECIPIENT agrees to comply with all applicable uniform administrative requirements as discussed in this AGREEMENT, ADOH Program Handbooks, 2 CFR 200, and the Single Audit Act of 1984, as applicable.

B. Equal Opportunity

The SUB-RECIPIENT agrees to comply with:

- Title VI of the Civil Rights Act of 1964 (Pub. L. 88- 352), and the regulations issued pursuant thereto (24 CFR Part 1).
- Title VIII of the Civil Rights Act of 1968 (Pub. L. 90- 284), as amended.
- Section 109 of the Housing and Community Development Act of 1974.
- Executive Order 11063 on equal opportunity in housing and nondiscrimination in the sale or rental of housing built with Federal assistance.
- Executive Order 11246, and the regulations issued pursuant thereto (41 CFR Chapter 60).
- Section 3 of the Housing and Urban Development Act of 1968, as amended.
- Federal Fair Housing Act of 1988, P.L. 100-430.
- 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 disabilities under Sections 503 and 504 of the Rehabilitation Act of 1973, (P.L. 93-112), as amended, and the regulations at 24 CFR Part 8.
- The American Disabilities Act and Section 504 of the Rehabilitation Act, as amended.
- The requirements of the Architectural Barriers Act of 1966 at 42 U.S.C. 4151-415.

C. Non-Discrimination

The SUB-RECIPIENT agrees not to discriminate in any manner against any individual who may seek services on the basis of race, creed, gender, sexual orientation, gender identity, color, religion, mental or physical disability, familial status or national origin.

The SUB-RECIPIENT agrees that it will not discriminate against any qualified employee or applicant for employment because of race, creed, gender, color, religion, mental or physical

disability, familial status or national origin. The SUB-RECIPIENT shall take affirmative action to ensure that employees are treated during employment without regard to their race, creed, gender, sexual orientation, gender identity, color, religion, mental or physical disability, familial status or national origin. The SUB-RECIPIENT agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

D. Interest of Officials and Conflict of Interest

No member of or delegate to the Congress of the United States shall be admitted to any share or part of this AGREEMENT or to any benefit to arise from the same. No member, officer or employee of the SUB-RECIPIENT 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 sub-contract, or the proceeds thereof, for work to be performed in connection with the program assisted under this AGREEMENT. The SUB-RECIPIENT 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.

E. Hatch Act

It will comply with the provisions of the Hatch Act which limit the political activity of employees.

F. E-Verify

It will comply with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23-214, Subsection A. (That subsection reads: "After December 31, 2007, every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program.")

A breach of a warranty regarding compliance with immigration laws and regulations shall be deemed a material breach of the contract and RECIPIENT may be subject to penalties up to and including termination of this agreement.

The ADOH retains the legal right to inspect the papers of any employee who works on this agreement to ensure that RECIPIENT or RECIPIENT's sub-contractor is complying with the warranty under paragraph (a).

G. Labor Standards Provisions

It will administer and enforce the labor standards requirements of the Davis-Bacon Act, as amended at 40 U.S.C. 3141-3144, 3146 and 3147 and the Contract Work Hours and Safety Standards Act at 40 U.S.C. Chapter 37.

H. Compliance with Environmental Requirements

The SUB-RECIPIENT agrees to comply with any conditions resulting from the RECIPIENT'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 Attachment I: Activity Description - Scope of Work.

It will 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. 93-234).

This AGREEMENT is also subject to the requirements of the Clean Air Act, as amended; 42 U.S.C. 7415; 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; 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, 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 and 24 CFR 570.487). The use of lead-based paint is prohibited whenever federal 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 federal 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 federal funds, shall not be disposed through sale, use or location without the written permission of the RECIPIENT. The proceeds from the disposition of real property shall be considered Program Income.

K. Lobbying

The SUB-RECIPIENT will 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 SUB-RECIPIENT, 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 SUB-RECIPIENT shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
3. The SUB-RECIPIENT shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, 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. Acquisition/Relocation

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

ATTACHMENT IV: Records to be Maintained
(for Sub-recipient Funding Agreement)

Each SUB-RECIPIENT shall establish and maintain sufficient records to enable the RECIPIENT and ADOH to determine whether the SUB-RECIPIENT has met the requirements of this AGREEMENT. At a minimum, the following records are needed and should be maintained for *three (3) years following the ADOH closeout date with HUD, which will be provided to the RECIPIENT* by ADOH. It is the responsibility of the RECIPIENT to notify the SUB-RECIPIENT as to the date of the contract close-out.

All files shall be clearly labeled with the following information:

- ADOH Contract Number
- Name of RECIPIENT
- Activity Number

and shall contain the **information and documents as indicated in ADOH Handbooks, which includes the following, as applicable:**

1. Application and Agreement with the RECIPIENT and any amendments.
2. General Correspondence regarding the Agreement.
3. Environmental Review
4. Financial Management and Audits.
5. A file documenting the SUB-RECIPIENT's actions to comply with Section 504.
6. Civil Rights/EEO. 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.
7. Procurement and Contracting. A separate file for each professional service procured or for each major item of equipment or materials purchased, with smaller items aggregated.
8. Construction Contract. A separate file for each bid developed.
9. Labor Standards. A separate file for each prime contractor.

CERTIFICATIONS

CIVIL RIGHTS

The undersigned is fully aware that this contract is wholly or partially federally funded, and further, agrees to abide by the:

Civil Rights Act of 1964, Title VI, as amended, that provides no person on the basis of Race, Color or National Origin shall be excluded from participation, denied program benefits or subjected to discrimination.

And, Civil Rights Act of 1968, Title VIII, as amended, will not discriminate in housing on the basis of Race, Color, Religion, Sex or National Origin.

And, Rehabilitation Act of 1973, Section 503, as amended, which prohibits discrimination against individuals with disabilities and requires government contractors to take affirmative action to employ and advance in employment qualified individuals with disabilities.

And, Housing and Community Development Act of 1974, Section 109, as amended, that no person shall be excluded from participation (including employment), denied program benefits or subjected to discrimination on the basis of Race, Color, National Origin, Sex, Age, Religion and Disability under any program or activity funded in whole or part under Title I (CDBG) of the Act.

And, Age Discrimination Act of 1975, as amended, that no person shall be excluded from participation, denied program benefits or subjected to discrimination on the basis of age under any program or activity receiving federal funds.

And, Americans with Disabilities Act of 1990, as amended, that no covered entity shall discriminate against a qualified individual on the basis of disability in regard to job application procedures, the hiring, advancement or discharge of employees, employee compensation, job training and other terms, conditions and privileges of employment.

And, Executive Order 11063, that no person shall, on the basis of Race, Color, Religion, Sex or National Origin, be discriminated against in housing and related facilities provided with federal assistance or lending practices with respect to residential property when such practices are connected with loans insured or guaranteed by the federal government.

And, Executive Order 11246, as amended, that no person shall be discriminated against, on the basis of Race, Color, Religion, Sex, Sexual Orientation, Gender Identity or National Origin, in any phase of employment during the performance of federal or federally assisted construction contracts awarded to contractors or subcontractors who do over \$10,000 in government business in one (1) year.

EQUAL EMPLOYMENT OPPORTUNITY

During the performance of the contract, the contractor agrees as follows:

1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
2. The contractor will, in all solicitations or advancements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity or national origin.
3. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
4. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965,

and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. The contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
6. The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
7. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of Sept. 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
8. The contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States." [Sec. 202 amended by EO 11375 of Oct. 13, 1967, 32 FR 14303, 3 CFR, 1966-1970 Comp., p. 684, EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230, EO 13665 of April 8, 2014, 79 FR 20749, EO 13672 of July 21, 2014, 79 FR 42971].

EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES - SECTION 503

(if contract \$10,000 or over)

1. The Contractor will not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to take affirmative action to employ and advance in employment individuals with disabilities, and to treat qualified individuals without

discrimination on the basis of their physical or mental disability in all employment practices including the following:

- a. Recruitment, advertising and job application procedures;
 - b. Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff and rehiring;
 - c. Rates of pay or any other form of compensation and changes in compensation;
 - d. Job assignments, job classifications, organizational structures, position descriptions, lines of progression and seniority lists;
 - e. Leaves of absence, sick leave or any other leave;
 - f. Selection and financial support for training including apprenticeship, professional meetings, conferences and other activities and selection for leaves of absence to pursue training;
 - g. Activities sponsored by the contractor including social or recreational programs; and
 - h. Any other term, condition or privilege of employment.
2. The Contractor agrees to comply with the rules, regulations and relevant orders of the Secretary of Labor issued pursuant to the Act.
 3. In the event of the Contractor's non-compliance with the requirements of this clause, actions for non-compliance may be taken in accordance with the rules, regulations and relevant orders of the Secretary of Labor issued pursuant to the Act.
 4. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, Office of Federal Contract Compliance Programs, provided by or through the contracting officer. Such notices shall state the rights of applicants and employees as well as the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified employees and applicants with disabilities. The Contractor must ensure that applicants or employees with disabilities are provided the notice in a form that is accessible and understandable to the individual applicant or employee (i.e. providing Braille or large print versions of the notice or posting a copy of the notice at a lower height for easy viewing by a person using a wheelchair). With respect to employees who do not work at a physical location of the Contractor, a Contractor will satisfy its posting obligations by posting such notices in an electronic format, provided that the Contractor provides computers, or access to computers, that can access the electronic posting to such employees or the Contractor has actual knowledge that such employees otherwise are able to access the electronically posted notices. Electronic notices for employees must be posted in a conspicuous location and format on the company's intranet or sent by electronic mail to employees. An electronic posting must be used by the Contractor to notify job applicants of their rights if the Contractor utilizes an electronic application process.

Such electronic applicant notice must be conspicuously stored with, or as part of, the electronic application.

5. The Contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding that the Contractor is bound by the terms of Section 503 of Rehabilitation Act of 1973, as amended, and is committed to take affirmative action to employ and advance in employment and shall not discriminate against individuals with physical or mental disabilities.
6. The Contractor must include the provisions of this clause in every subcontract or purchase order in excess of \$10,000 unless exempted by rules, regulations or orders of the Secretary issued pursuant to Section 503 of the Act, as amended, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for non-compliance.
7. The Contractor must, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment and will not be discriminated against on the basis of disability.

PROCUREMENT OF RECOVERED MATERIALS

The undersigned is fully aware that this contract is wholly or partially federally funded and further by submission of this bid certifies that they will adhere to the requirements and specifications as outlined by the EPA at 40 CFR Part 247, Comprehensive Procurement Guideline for Products Containing Recovered Materials.

ACCESS TO RECORDS AND RECORDS RETENTION

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

1. The individual, sole proprietor, partnership, corporation and/or association agrees to permit the *Recipient, Consultants, State of Arizona Department of Housing (ADOH), U. S. Department of Housing and Urban Development (HUD) and the Office of the Inspector General and/or their designated representatives* to have access to all records for review, monitoring and audit during normal working hours.

2. The individual, sole proprietor, partnership, corporation and/or association agrees to retain all records for at least three (3) years following the grant contract closeout between HUD and ADOH or the resolution of all audit findings, whichever is later.

CONFLICT OF INTEREST

The undersigned is fully aware that this contract is wholly or partially federally funded and further, by submission of the bid or proposal that the individual or firm, certifies that:

1. There is no substantial interest, as defined by Arizona Revised Statute §§38-503 through 505, with any public official, employee, agency, commission or committee with the *Recipient* or *Consultants*.
2. Any substantial interest, as defined by Arizona Revised Statute §§38-503 through 505, with any public official, employee, agency, commission or committee (including members of their immediate family) with the *Recipient* or *Consultants* that develops at any time during this contract will be immediately disclosed to the *Recipient* and *Consultants*.

ANTI-LOBBYING

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

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

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

CERTIFICATIONS SIGNATURE FORM

Return this page with proposal.

These Certifications (Civil Rights, Equal Employment Opportunity, Equal Opportunity for Workers with Disabilities - Section 503, Procurement of Recovered Materials, Access to Records and Records Retention, Conflict of Interest, Anti-Lobbying) are a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of these Certifications 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 Certifications shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

(Typed Name of Official)

(Signature of Official)

(Typed Name of Firm)

(Date)

CDBG-CV EMERGENCY AND TRANSITIONAL SHELTER APPLICATION



Applicant

EMERGENCY SHELTER OPERATING BUDGET

Complete all green shaded cells. Use the dropdown menu to select from available options, where provided.

OPERATING BUDGET -YEAR 1

OPERATING REVENUE - YEAR 1

ASSUMPTIONS/BASIS

		Line Item Total	TOTAL YEAR 1
Service Fees paid by participants		\$ -	
Other:			
Other:			
Other:			
Other:			
TOTAL PROGRAM REVENUE			\$ -

OPERATING COSTS- YEAR 1

Rent/Space			
Mortgage		\$ -	
Other Debt		\$ -	
Subtotal rent/mortgage/other debt			\$ -

Utilities

Electric/Gas			
Water/Sewer			
Other:		\$ -	
Subtotal utilities			\$ -

General Administrative Expenses

Office Supplies			
Telephone & Internet			
Travel/Training			
Accounting & Bank Service Charges			
Legal			
Annual Software Licensing Fees			
HMIS Fees		\$ -	
Other:			
Other:			
Other:			
Subtotal administrative expenses			\$ -

Staffing

Salaries and Wages

ERE

Subtotal staffing

\$ -

Other Program Operations

Food/Meal Services

Medications

Laundry

Participant Personal Supplies (bedding, clothing, toiletries, etc.)

Program supplies

Minor equipment/furniture

Transportation

Other:

Other:

Other:

Subtotal other program operations

\$ -

Repairs and Maintenance

Pest Control

Housekeeping/Janitorial

Repairs

Security

Trash Removal

HVAC and Equipment Maintenance

Other Maintenance Contracts

Subtotal repairs and maintenance

\$ -

Taxes and Insurance

Property taxes

Other taxes

Property insurance

Other insurance

Subtotal taxes and insurance

\$ -

Reserves

Replacement Reserves

Operating Reserves

Subtotal reserves

\$ -

TOTAL OPERATING EXPENSES YEAR 1

\$ -

NET INCOME YEAR 1

\$ -

5-YEAR OPERATING BUDGET	Year 1	Year 2	Year 3	Year 4	Year 5
Annual Revenue	\$	- \$	- \$	- \$	- \$
Annual Expenses	\$	- \$	- \$	- \$	- \$
NET INCOME	\$	- \$	- \$	- \$	- \$

If the operating budget (line 93) reflects negative cash flow in any mandatory operating year, the Applicant must 1) demonstrate the funding of an operating deficit escrow account, describe the source of the operating deficit funds, and attach a commitment letter from the entity funding the operating deficit reserve/escrow account; OR 2) describe how operating funds have been secured in the past; OR 3) explain how the organization intends to raise the necessary operating funds, including a list of firm or tentative commitments, sources and commitment amounts, and attach any firm or tentative commitment letters, if applicable.

Maximum Capitalized Operating Reserve \$ -

ATTACHMENTS:
Commitment letter from the entity funding the operating reserve/escrow account, if applicable
Firm or tentative commitment letters for operating funds, if applicable.