C-11406
11/30/2016

CITY OF GLENDALE
EMERGENCY SOLUTIONS GRANTS
SUBRECIPIENT AGREEMENT – NONPROFIT CORPORATIONS
EMERGENCY SOLUTIONS GRANT
(ACTIVITY TYPE: SHELTER)
FY 2016-2017

THIS SUBRECIPIENT AGREEMENT ("Agreement") is executed this 30th day of November, 2016 by and between A New Leaf, Inc., an Arizona nonprofit corporation ("Subrecipient"), and the City of Glendale, an Arizona municipal corporation (the "City").

RECITALS

A. City has entered into a grant agreement with the United States Department of Housing and Urban Development ("HUD") for financial assistance to conduct the Emergency Solutions Grants ("ESG") pursuant to Subtitle B of Title IV of the Stewart B. McKinney-Vento Homeless Assistance Act, 42 U.S.C. §§11371-11387, as amended, and the Rules and Regulations of HUD governing the conduct of ESG programs, found at Title 24 of the Code of Federal Regulations ("CFR"), as amended, (the "Rules and Regulations");

B. As provided in the Rules and Regulations, City is authorized to contract by subgrant agreement with public entities or private non-profit entities for qualified activities and projects; and City desires to reimburse Subrecipient for conducting the Activity through the distribution of HUD Emergency Solutions Grants reimbursement Funds ("Funds" or "Funding").

C. Subrecipient desires to conduct Activity in accordance with this Agreement that will principally serve very-low, low, low-to-moderate and moderate-income homeless persons and families within the community.

D. City and Subrecipient agree that the Activity meets a priority need identified in the City's Five-Year Consolidated Plan and the ESG Funds designated for the Activity constitute reasonable and prudent assistance necessary for the completion of the Activity.

E. City finds that a public purpose is served by the financial participation of the City and the ESG Funding designated for Subrecipient

AGREEMENT

In consideration of the mutual promises, payments and other provisions hereof, City and Subrecipient agree as follows:

1. Subrecipient Activity.

1.1 Subrecipient will implement, operate, and/or complete – including providing all necessary or reasonable labor, materials, services, supervision, tools, equipment, licenses, and permits necessary to operate the – Faith House Emergency Shelter (the "Activity"), which is further defined in Exhibit A, Scope of Activity.

1.2 City may provide technical assistance upon request to Subrecipient in order for Subrecipient to assure it complies at all times with applicable federal provisions governing the use of ESG Funds.

1.3 Activities funded by ESG are limited to the following eligible activities, as defined in 24 CFR 576.101-108: street outreach, emergency shelter, homelessness prevention, rapid re-housing assistance, housing relocation and stabilization services, short-term and medium-term rental assistance, and Homeless Management Information System.

1.4 The City will monitor the performance of the Subrecipient against goals and estimates as outlined in the Scope of Activity. Substandard performance as determined by the City will constitute noncompliance with this Agreement. If action to correct such substandard performance is not taken by the Subrecipient

within a reasonable period of time after being notified by the City, contract suspension or termination procedures may be initiated.

2. **Agreement Term.** This Agreement is effective as of July 1, 2016 and will terminate on June 30, 2017. This Agreement may be amended at any time during the grant term if it is deemed by both parties to be advantageous to the mission of the grant program. This Agreement may be extended for up to one (1) additional year upon the agreement of both parties.

3. **Grant Reimbursement.**

3.1 The City agrees to reimburse the Subrecipient for the full performance of this Agreement and the actual conduct of the Activity specified herein a total subgrant amount not to exceed $25,581.00. This amount constitutes the entire consideration for the City's participation in the performance and completion of all work to be performed for this Activity under this Agreement.

3.2 ESG Funding under this Agreement will be made available in accordance with Exhibit B, Billing and Reporting Information, in such amounts and incremental distributions that are approved by the City for various phases of work.

3.3 Subrecipient's final request for financial assistance under this Agreement must be submitted to the City within fifteen (15) days of the expiration or termination of this Agreement.

3.4 Subrecipient must make a concerted, good-faith effort to expend the total Funding amount specified above within the Agreement Term stated in Section 2. The Subrecipient's costs and expenditures shall not exceed the total Funding amount. The City shall not be liable for or reimburse the Subrecipient for any extra costs or overruns on the Activity, or any additional funding in excess of the total amount stated above.

3.5 Reversion of Assets. Subrecipient will return to the City, upon expiration or termination of this Agreement, any ESG funds that have not been expended, all Program Income, and any accounts receivable resulting from the use of ESG funds, including Program Income, within thirty (30) days after the end of the Agreement Term. Any funds held by the City at the end of the Agreement Term or refunded to the City shall be reallocated by the City.

3.6 Matching Funds.

a. The Subrecipient shall match the funds provided in this Agreement.

b. In accordance with Sec. 416, 42 USC 11375, ESG Funds must be matched 100% with eligible sources. Eligible match sources are identified in 24 CFR 576.201. The commitment of match is for the amount of $25,581.00 as defined by the Match Letter attached as Exhibit H.

c. The Subrecipient must keep records of the source and use of contributions made to satisfy the matching requirement in §576.201. The records must indicate the particular fiscal year grant for which each matching contribution is counted. The records must show how the value placed on third-party, noncash contributions was derived. To the extent feasible, volunteer services must be supported by the same methods that the organization uses to support the allocation of regular personnel costs. (24 CFR 576.500)

d. Eligibility of matching fund sources shall be subject to review and approval by the City. In the event City determines that the Subrecipient's match funds are not in compliance with HUD regulations, policies or directives, the City may, in its sole discretion, either: 1) suspend this Agreement; or 2) reduce the total Funding amount in an amount proportionate to the ineligible match fund.

3.7 Program Income.

a. Any Program Income, as that term is defined by 24CFR 576.2, that is received by Subrecipient prior to grant close-out will be used to offset payment due in an amount directly proportional to the prorated share of ESG Funds used. For purposes of the ESG program, program income spent shall constitute matching contributions in accordance with 24CFR 576.407 and 576.201.

b. Under this Agreement, "Program Income" refers solely to gross income directly generated from the use of CDBG Funds made available under this Agreement and includes, but is not limited to, income received from the clients served for services performed or materials purchased. Documentation supporting the amount of Program Income received will be submitted with monthly billings.

3.8 Indirect Costs.
Before seeking reimbursement for indirect costs, Subrecipient shall develop an indirect cost allocation plan for determining Subrecipient's appropriate share of administrative costs in accordance with 24CFR §576.109.

4. Availability of Funds.

4.1 The provisions of this Agreement relating to the payment for services shall become effective when ESG Funds assigned for the purpose of compensating the Subrecipient, as provided herein, are actually available to the City for disbursement.

4.2 If any action is taken by the federal government to suspend, decrease or terminate its fiscal obligation under, or in connection with this Agreement, the City may amend, suspend, decrease or terminate its obligations under or in connection with this Agreement. In the event of termination, the City shall be liable for payment only for services rendered prior to the effective date of the termination, provided that such services performed are in accordance with the provisions of this Agreement. The City shall give written notice of the effective date of any suspension, amendment or termination under this section. Notice shall be deemed effective upon Subrecipient when received or three days after postmarked by mail carrier, whichever is sooner.

4.3 In accordance with 24 CFR 576.203(b), the Subrecipient may request reimbursement from the City of that part of the Funding amount relating to a particular Activity no less than once per quarter and not more often than monthly. City shall review the claim and in accord with 24 CFR 576.203(c) and as further outlined in Exhibit B, shall reimburse Subrecipient for allowable costs within thirty (30) days after receiving Subrecipient's complete payment request.

5. Subrecipient Warranties and Representation.

The Subrecipient certifies:

5.1 Subrecipient is a duly organized non-profit corporation under the laws of Arizona. Subrecipient maintains, and will continue to maintain throughout the term of this Agreement, a designation under state and federal law as a tax-exempt, nonprofit corporation.

5.2 Subrecipient's governing body has duly adopted or passed as an official act, a resolution, motion, or similar action authorizing the person identified as the official representative of the Subrecipient to execute this Agreement and to comply with the terms of this Agreement.

5.3 Subrecipient possesses legal authority to execute this Agreement.

5.4 Subrecipient intends to provide the service for which funds are granted under this Agreement for at least the Agreement term.

5.5 Subrecipient will utilize normal and customary practices for the delivery of the Subrecipient Activity, and provide a level of service that is consistent with the level of service for similar activities administered by the Subrecipient exclusive of this Agreement as defined by the Scope of Activity attached in Exhibit A.

5.6 That the Activity assisted under this Agreement is designed to give maximum feasible priority to activities that benefit low and moderate-income persons and families as defined in Exhibit D. Subrecipient must follow HUD guidelines for determining that persons and families meet the definition of low and moderate-income. The Subrecipient shall conduct an initial evaluation to determine the eligibility of each individual or family's eligibility for ESG assistance. These evaluations must be conducted in accordance with the centralized or coordinated assessment requirements set forth under 24 CFR § 576.400(d) and the written standards established under 24 CFR § 576.500(e).

5.7 That the Activity will be carried out and administered in compliance with all federal laws and regulations as further described in Exhibit C. Subrecipient will comply with all federal, state and local laws, and regulations and policies governing the ESG Funds provided under this Agreement. Subrecipient will utilize ESG Funds available under this Agreement to supplement rather than supplant funds otherwise available.

5.8 Subrecipient is independent of the City in all respects and is not an agent of the City and must not in any way represent itself as an agent of the City. The relationship of City and Subrecipient under this Agreement shall be that of an independent contractor status. Each party shall have the entire responsibility to discharge all of the obligations of an independent contractor under federal, state and local law. Nothing contained in this Agreement shall be construed to create the relationship between City and Subrecipient of employer and employee, partners or joint ventures. The City shall be exempt from payment of all unemployment compensation, FICA, retirement, life and/or medical insurance and workers' compensation insurance, as the Subrecipient is an independent contractor.

5.9 Subrecipient is not currently engaged in, and agrees that for the duration of this Agreement it will not engage in, a boycott of Israel, as that term is defined in A.R.S. §35-393.

6. Compliance with Laws and Regulations.

6.1 The Subrecipient will comply with the ESG regulations as set forth in 24 CFR Part 576 and all applicable federal, state and local laws, statutes, ordinances, administrative rules, building codes, regulations and lawful orders of any public authority bearing on the performance of the Activity pursuant to this Agreement; including, but not limited to, 24 CFR Part 5, 2 CFR Part 200, and those identified in Exhibit C Federal Laws and Regulations.

6.2 Emergency Solutions Grants Program.
Subrecipient shall comply with the McKinney-Vento Homeless Assistance Act as amended by the HEARTH ACT of 2009 (42 U.S.C. §§ 11371-11378), and will acknowledge that the funds being provided by the City for said activity are received by the City pursuant to Title 42 of the U.S. Code, as well as Title 24, Part 576 of the Code of Federal Regulations. Expenditures of these funds will be in accordance with ESG Program related laws and with all pertinent regulations issued by agencies of the federal government.

a. Client Eligibility. Subrecipient must conduct an initial evaluation to determine the eligibility of each individual or family's eligibility for ESG assistance and the amount and types of assistance the individual or family needs to regain stability in permanent housing. These evaluations must be conducted in accordance with the centralized or coordinated assessment requirements set forth under §576.400(d) and the written standards established under §576.400(e).

b. Annual Income. When determining the annual income of an individual or family, the Subrecipient must use the standard for calculating annual income under 24 CFR 5.609 as outlined in 24 CFR 576.401(c).

c. Re-Evaluations for Homelessness Prevention and Rapid Re-Housing Assistance. The Subrecipient must re-evaluate the program participant's eligibility and the types and amounts of assistance the program participant needs not less than once every three (3) months for program participants receiving homelessness prevention assistance, and not less than once annually for program participants receiving rapid re-housing assistance as outlined in 24 CFR 576.401(b).

d. Terminating Assistance. If a program participant violates program requirements, the Subrecipient may terminate the assistance only as outlined in 24 CFR 576.402.

e. Case Management. The Subrecipient shall follow the requirements for housing stability case management outlined in 24 CFR 576.401(e).

6.3 Standards of Excellence. The Subrecipient will measure its performance against the Standards of Excellence and System Performance measures established by the Continuum of Care in accordance with the U.S. Department of Housing and Urban Development guidelines.

6.4 Coordinated Entry.
The Subrecipient will comply with the requirements of the McKinney-Vento Homeless Assistance Act as amended by the HEARTH ACT of 2009 by implementing a coordinated entry system via the Continuum of Care. The Subrecipient shall coordinate and integrate, to the extent practicable, ESG-funded activities with other programs targeted to homeless people in the area covered by the Continuum of Care as set forth in 24 CFR 576.400(b) and with mainstream resources at set forth at 24 CFR 576.400(c) and 576.401(d).

6.5 Homeless Management Information System.
The Subrecipient shall participate in the Homeless Management Information System (HMIS) for purposes compiling and reporting on clients served and related outcomes. The Subrecipient shall enter client information into HMIS or other Continuum of Care-approved comparable database in accordance with Continuum of Care timeliness standards.

6.6 Participation of Homeless Persons.
Subrecipient shall involve not less than one homeless individual or formerly homeless individual on the board of directors or other equivalent policymaking entity of the agency, when Subrecipient considers and makes policies and decisions regarding any facilities, services, or other assistance that receive ESG funds. Subrecipient shall involve through employment, volunteer services, or otherwise, homeless individuals and families in constructing, renovating, maintaining, and operating facilities assisted under this Agreement as outlined in 24 CFR 576.405 in accordance with 42 USC §§ 11375(d) and (c)(7).

6.7 Uniform Administrative Requirements.
The Subrecipient shall comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards Final Guidance and the provisions of 2 CFR Part 200.

6.8 Single Audit Act Requirements.
If Subrecipient receives federal funds that, in the aggregate, equal or exceed the threshold identified in the Uniform Administrative Requirements, the Subrecipient must have an annual single audit in compliance with the Single Audit Act of 1984, as amended (Public Law No. 98-502 (codified at 31 U.S.C. §§7501, et. Seq.) Subrecipient shall comply with 2 CFR Part 200, Subpart F. Upon completion, such audits shall be made available for public inspection. Audits shall be submitted to the County when completed but no later than nine months following the close of the fiscal year. Subrecipient shall take corrective actions on any issues noted during the audit within six months of the date of receipt of the reports. The City shall consider sanctions as described in 2 CFR 200.505 if the Subrecipient is not in compliance with these audit requirements.

If Subrecipient receives an audit other that a single audit, Subrecipient must file a copy of the audit with the City upon request.

6.9 Conflicts of Interest.
Both parties acknowledge that no member of the governing body of the City or any employee of the City who exercises any functions or responsibilities in connection with the carrying out of the Activity to which this Agreement pertains has any personal interest direct or indirect in this Agreement.

The provision of any type or amount of ESG assistance may not be conditioned on an individual's or family's acceptance or occupancy of emergency shelter or housing owned by the Subrecipient or a parent or subsidiary of the Subrecipient. For the procurement of goods and services, the Subrecipient must comply with the codes of conduct and conflict of interest requirements under 24 CFR 84.42. For all other transactions, the Subrecipient shall follow the restrictions outlined in 24 CFR 576.404(b)(1-13). All subcontractors of the Subrecipient must comply with the same requirements of this section.

6.10 Certifications.

Subrecipient must execute the following certifications, which are attached as EXHIBIT F, Certifications:

a. Policy of Nondiscrimination on the Basis of Disability.

b. Anti-Lobbying, Section 319 of Public Law 101-121.

c. Contracting with Small and Minority Firms, Women's Business Enterprises and Labor Surplus Area Firms.

d. Drug-Free Workplace Act of 1988.

e. Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion – Lower Tier Covered Transactions

6.11 Procurement.

As applicable, Subrecipient will comply with the Federal Procurement Code, and the City's procurement, mediation and right of refusal requirements. All program assets (unexpended Program Income, property, equipment, etc.) shall revert to the City upon termination of this Agreement.

6.12 Environmental Review.

The City will complete all environmental review requirements as required by 24CFR Part 58. The Subrecipient will comply with all applicable Federal, State and local environmental laws applicable to this activity, and will work with the City to ensure compliance with these laws and related requirements.

7. Cost Disallowances.

7.1 The Subrecipient shall, upon written notice thereof, reimburse the City for any payments made under this Agreement that are disallowed by a federal, State or City audit, or monitoring in the amount of the disallowance, as well as court costs and attorney's fees the City spends to pursue legal action related to the disallowance. Court costs and attorney's fees incurred will be specifically identified, as applicable, to the recovery of the disallowed costs in question.

7.2 If the City determines that a cost for which payment has been made is a disallowed cost, the City will notify the Subrecipient in writing of the disallowance and the required course of action, which shall be at the option of the City, either to adjust any future claim submitted by the Subrecipient by the amount of the disallowance or to require immediate repayment of the disallowed amount by the Subrecipient issuing a check payable to the City.

7.3 If the City determines that Subrecipient has failed to follow a federal or state law relative to the activity provided under this Agreement, the City may, at its discretion, require the Subrecipient to repay the entire amount of the Agreement; except as otherwise noted in this agreement.

8. Physical Improvements.

8.1 Any physical improvements expenditure must be secured by a promissory note, lien document, special warranty deed and deed of trust as specified in the Loan Documents. In addition, a fixed assets listing must be maintained in accordance with federal regulations for the full compliance period. Annual physical inventory must be conducted to ensure the property is still in condition and use as required by the ESG program.

8.2 Real property under the Subrecipient's control that was acquired or improved in whole or in part with ESG funds must be used in accordance with the terms of this Agreement and 24 CFR 576.102, for a period of time specified in the regulations, or for such longer period of time as determined to be appropriate by the City.

8.3 After expiration of the required use period, Subrecipient is free to use the real property for another use without obligation to the City.

8.4 If the real property that was acquired or improved is not used in accordance with ESG guidelines, the Subrecipient shall repay the City in accordance with the terms of loan documents, and as outlined in 2 CFR Part 200.

9. Reporting.

9.1 Subrecipient will provide to the City, not later than the 15th of each month, written progress reports of its activities related to the Activity.

9.2 On or before July 15, 2017, or within fifteen (15) days of the date of termination of this Agreement, Subrecipient will provide to the City a comprehensive report covering the agreed-upon objectives, activities, and expenditures for the prior fiscal year ending June 30, 2017.

9.3 Subrecipient will keep records of and report for statistical purposes:

a. The ethnicity and racial background of all persons and families served by the Activity;

b. The number of low and moderate-income persons, as these terms are defined by federal income limits, served by the Activity, which are set forth in their current form in Exhibit D;

c. The number of elderly and disabled served by the Activity; and

d. Information about family size and the number of female heads of household served by the Activity.

9.4 The Subrecipient's obligations to the City shall not end until all close-out requirements are completed. Activities during the close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the City), and determining custodianship of records.

10. Recordkeeping and Accounting.

10.1 The Subrecipient shall maintain accurate financial and service delivery records pertinent to the Activity to be funded under this agreement. The Subrecipient's books, records and other documents related to this Agreement shall be sufficient to support and document that allowable services were provided to eligible participants. Records shall support that costs incurred were reasonable and allocable to the Activity under this Agreement. Client data demonstrating client eligibility for services shall be maintained including, but not limited to, client name, address, income level, or other basis for determining eligibility, and a description of service provided.

10.2 Accounting Standards.

Subrecipient agrees to comply with 2CFR Part 200, as applicable, and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary documentation for all costs incurred.

10.3 Retention.

Subrecipient will retain all Activity and related financial records under this Agreement for a period of six years from the termination of this Agreement.

a. Records of non-expendable property acquired with the ESG funds, and related records documenting the use of said property will be retained for six years after final disposition of such property.

b. Records for any displaced person must be kept for six years after receipt of final payment.

c. Notwithstanding the above, if there is investigation, administrative action, litigation, or similar actions involving the Activity, all existing records must be maintained for one year after the final disposition of the matter or the expiration of the required six-year retention period, whichever occurs later.

d. Where ESG Funds are used to renovate an emergency shelter or to convert a building into an emergency shelter and the costs charged to the ESG grant exceed 75 percent of the value of the building before renovation or after conversion, records must be retained for 10 years per 24 CFR 576.500(y).

10.4 Access to Records.
Subrecipient will provide the City, HUD and/or their representatives access for purposes of monitoring, auditing, and examining performance to all pertinent records, books, documents and papers of the Activity and Subrecipient's performance or financial condition. Any deficiencies noted in audit reports must be fully cleared by the Subrecipient within 60 days. Failure of the Subrecipient to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments. However, nothing herein will be construed to require access to any privileged or confidential information in contravention of federal or state law.

11. **Acknowledgment of City's Participation.** Subrecipient will acknowledge the contribution of the City's ESG Program in all published literature, brochures, activities, fliers, on-site signage, etc., during the term of the Agreement.

12. **Non-Discrimination.**
12.1 The Subrecipient must not discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, national origin, age, marital status, sexual orientation, gender identity or expression, genetic characteristics, familial status, U.S. military veteran status or any disability.

12.2 The Subrecipient must not discriminate against any client, applicant or resident on the basis of race, color, religion, sex, national origin, age, marital status, sexual orientation, gender identity or expression, genetic characteristics, familial status, U.S. military veteran status or any disability.

13. **Right to Refuse Assistance.** In addition to the right to terminate this Agreement pursuant to Section 24 of this Agreement, the City also reserves the right to refuse, terminate, or suspend assistance or accounts to an individual, company, or Subrecipient, if the City believes that conduct or actions violate applicable law, is harmful to the interests of the City of Glendale and its affiliates, or meets the criteria covered under City's Right to Refuse Assistance Policy. Legal counsel will be consulted before such action is undertaken, unless an emergency exists.

14. **Safeguarding Participant Information.** The use or disclosure by any Party of any information concerning an applicant for, or recipient of, services under this Agreement is directly limited to the conduct of this Agreement. Subrecipient shall safeguard the confidentiality of this information. Subrecipient shall include a clause to this effect in all subcontracts. Subrecipient shall ensure the confidentiality of client data pertaining to the provision of family violence prevention or treatment services as outlined in 24 CFR 576.500(x).

15. **E-verify, Records and Audits.** To the extent applicable under A.R.S. §41-4401, the Subrecipient warrants its compliance and that of its subcontractor with all federal immigration laws and regulations that relate to their employees and compliance with the E-verify requirements under A.R.S. §23-214(A). The Subrecipient or subcontractor's breach of this warrant shall be deemed a material breach of the Agreement and may results in the termination of the Agreement by the City under the terms of this Agreement. The City retains the legal right to randomly inspect the papers and records of the other party to ensure that the other party is complying with the above-mentioned warranty. The Subrecipient warrants to keep their respective papers and records open for random inspection during normal business hours by the City. The Subrecipient shall cooperate with the City's random inspections, including granting the City entry rights onto their respective properties to perform the random inspections and waiving their respective rights to keep such papers and records confidential.

16. **Lobbying**
16.1 No federal appropriated funds have been paid or will be paid by or on behalf of the Subrecipient to any person for influencing or attempting to influence an officer or employee of an agency, a member of Congress, an officer or employee of Congress or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the entering into of a Agreement, and the extension, continuation, renewal, amendment or modification of any federal contract or grant.

16.2 If any funds, other than federal appropriated funds, have been or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with any federal contract or grant, the Subrecipient shall complete OMB Form-LLL, "disclosure of Lobbying Activities" in accordance with 31 USC §1352.

17. **Religious Activities.** The Subrecipient agrees that none of its costs and none of the costs incurred by any vendor paid for from the federal funds will include any expense for any religious activity; including, but not limited to, worship, religious instruction, or proselytization. If the Subrecipient is a primarily religious or faith-based organization, funds provided under this Agreement are subject to the provisions of 24 CFR §576.406.

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

19. **Indemnification and Hold Harmless.**

19.1 Should Subrecipient perform any work knowing it to be contrary to the applicable laws, ordinances, rules, or regulations it will assume full responsibility for to correct the noncompliance and bear all costs, fees, or penalties resulting therefrom. Subrecipient shall be solely responsible for all damages to persons or property that occur as a result of negligence or fault of the Subrecipient in connection with the performance of the Activity pursuant to this Agreement.

19.2 Subrecipient will indemnify, defend, and hold harmless the City, and its elected officials, agents and employees, hereinafter collectively referred to as City, from all claims and suits, actions, loss, damage, expense, costs or claims, of any character or any nature, including attorneys' fees and costs of litigation, which arises out of any act or omission, or work done in fulfillment of the terms of this Agreement or an account of any act, omission, claim or amount arising or recovered under Workmen's Compensation Law, or arising out of the failure of the Subrecipient or those acting under the Subrecipient to conform to any statutes, ordinances, regulations, law or court decree.

19.3 It is the intent of the parties to this Agreement that the City, its elected officials, agents, and employees will, in all instances, except for loss of damage resulting from the sole negligence of the City, be indemnified against all liability, loss, or damage of any nature whatever for or on account of any injuries to or death of person or damages to or destruction of property belonging to any person arising out of or in any way connected with the performance of this Agreement, regardless of whether or not the liability, loss or damage is caused in part by, or alleged to be caused in part by, but not solely, the negligence or fault of the City. It is agreed that the Subrecipient will be responsible for primary loss investigation, defense and judgment costs where this Agreement of indemnity applies.

20. **Conflicting Provisions.** If Subrecipient discovers that any of the Agreement documents are in conflict with any laws, statutes, ordinances, rules, building codes, regulations or lawful orders of a public authority, Subrecipient will promptly notify the City, in writing, of such conflict, specifying any necessary changes to the Agreement documents or work to eliminate the conflict.

21. **Insurance.**

21.1 Subrecipient shall maintain insurance per requirements of Exhibit E, Insurance Certificate. Subrecipient shall ensure that this insurance remains in effect for the entire term of this Agreement. Subrecipient will submit a certificate demonstrating insurance with the same or greater coverage limits has been renewed or otherwise obtained if the policy or certificate appended as Exhibit E expires prior to the conclusion of the term of this Agreement.

21.2 The City will be named in all insurance policies specifically relating to the Activity as a named insured and as an additional named insured in all other required policies.

21.3 Required certificates of insurance must provide for a 30-day notice to the City prior to the effectiveness of any cancellation, non-renewal, or material change.

22. **Amendments.** This Agreement may be amended upon the consent of both parties. All amendments to this Agreement shall be in writing, signed by authorized signers for both parties. Amendments must be requested at least sixty (60) days prior to Agreement expiration.

23. **Assignment and Subcontracting.** No right, liability, obligation or duty under this Agreement may be assigned, delegated, transferred or subcontracted, in whole or in part, without the prior written approval of the City. The Subrecipient shall bear all liability under this Agreement, even if it is assigned, delegated or subcontracted, in whole or in part, unless the City agrees, in writing, otherwise.

24. **Termination; Suspension.**

    24.1 In accordance with 24 CFR 576.501(c), the City may suspend or terminate this Agreement should Subrecipient violate any terms or conditions thereof, or take any other remedies legally available including a refund of the previously tendered ESG or other grant funds, without providing notice and or opportunity to cure, if the Subrecipient violates any term or condition of this Agreement.

    24.2 Notwithstanding this section, the City's decision to waive or defer compliance with any term or condition of the Subrecipient's required performance under this Agreement does not act, nor will it be deemed or interpreted to act as, a waiver or deferment of the City's right to terminate and to receive its refund based upon the Subrecipient's non-compliance with any term or condition of this Agreement or subsequent non-compliance with the same term and condition.

    24.3 The City or Subrecipient may terminate this Agreement for convenience without cause upon a 30-day notice. The party initiating the termination will notify the other party in writing stating the reasons for such termination.

    24.4 In the event of any termination for convenience, all finished or unfinished documents, data, studies, surveys, maps, models, photographs, reports or other materials prepared by the Subrecipient under this Agreement shall, at the option of the City, become the property of the City, and the Subrecipient shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents or materials prior to the termination.

    24.5 The City many suspend this Agreement, in whole or in part, if the Subrecipient materially fails to comply with any term of this Agreement, or with any of the rules, regulations or provisions referred to herein.

    24.6 This Agreement is subject to the provisions of A.R.S. §38-511 and may be canceled without penalty or further obligation by the City if any person significantly involved in initiating, negotiating, securing, drafting, or creating this Agreement on behalf of the City is, at any time while this Agreement or any extension thereof is in effect, an employee or agent of any other party to this Agreement in any capacity or consultant to any other party of this Agreement with respect to the subject matter of this Agreement.

25. **Dispute Resolution.** Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration administered according to the current American Arbitration Association's Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

26. **General Provisions.**

    26.1 This Agreement supersedes any and all other Agreements or understandings, either oral or in writing, between the parties hereto and contains all the covenants and Agreements between the parties with respect to such employment in any manner whatsoever.

    26.2 Each party to this Agreement acknowledges that no representations, inducements, promises or Agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other Agreement or amendment hereto will be effective unless executed in writing and signed by both the City and Subrecipient.

26.3 Both parties acknowledge that no member of the governing body of the City or any employee of the City who exercises any functions or responsibilities in connection with the carrying out of the Activity to which this Agreement pertains has any personal interest direct or indirect in this Agreement.

26.4 This Agreement will be governed by and construed in accordance with the laws of the State of Arizona and all applicable federal laws and regulations.

26.5 The invalidity in whole or in part of any provision of this Agreement will not void or affect the validity of any other provision of this Agreement.

27. Notices. It is hereby agreed that subsequent to the execution of this Agreement, the Community Revitalization Division of the City of Glendale will represent the City in the administration of this Agreement. All notices required or permitted to be given under this Agreement may be personally delivered or mailed by certified mail, return receipt requested, postage prepaid, to the following addresses:

	City	**Subrecipient**
To	City Manager City of Glendale 5850 West Glendale Avenue Glendale, Arizona 85301	A New Leaf, Inc. 868 East University Drive Mesa, Arizona 85203
With a Copy To:	Community Revitalization City of Glendale 5850 West Glendale Avenue Glendale, Arizona 85301	
With a Copy To:	City Attorney City of Glendale 5850 West Glendale Avenue Glendale, Arizona 85301	

28. Exhibits.
The following exhibits are incorporated by this reference:

Exhibit A: Scope of Activity

Exhibit B: Billing and Reporting Information

Exhibit C: Federal Laws and Regulations

Exhibit D: Income Limits

Exhibit E: Insurance Certificate

Exhibit F: Certifications

Exhibit G: Match Letter

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

CITY OF GLENDALE, an Arizona municipal corporation

By: Kevin R. Phelps
Its: City Manager

ATTEST:

Julie K. Bower (SEAL)
City Clerk

APPROVED AS TO FORM:

Michael D. Bailey
City Attorney

A New Leaf, Inc.,
an Arizona non-profit corporation

By: _____
Its: CEO

STATE OF ARIZONA)
) ss.
County of Maricopa)

On this the 30 day of November, 2016, before me, the undersigned Notary Public, personally appeared Michael Hughes, who acknowledged himself/ herself to be the CEO of the A New Leaf, Inc., and that (s)he as such official, being authorized to do so, executed the foregoing Subrecipient Agreement for and on behalf of the said company for the purpose and consideration therein expressed.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Elizabeth Kinsfather
Notary Public

My Commission Expires:

12/17/18

ELIZABETH KINSFATHER
Notary Public - State of Arizona
MARICOPA COUNTY
My Commission Expires
December 17, 2018

EXHIBIT A
SCOPE OF ACTIVITY
EMERGENCY SOLUTIONS GRANT
(ACTIVITY TYPE: SHELTER)
FY 2016-2017

A. Subrecipient Name.
A New Leaf, Inc.

Federal Tax ID No.	86-0256667
DUNS No.	611923640
CFDA No.	14.231

B. Activity Name.
A New Leaf, Inc. ("Subrecipient") will be responsible for administering the Faith House Emergency Shelter ("Activity") in a manner satisfactory to the City of Glendale ("City"), and consistent with any standards required by Emergency Solutions Grant ("ESG") as a condition of providing these funds.

C. Activity Description.
Historically, Faith House's Emergency Shelter provided screening, assessment, crisis intervention, basic needs, case management, childcare, skills training, group education, advocacy, referrals, and other support services to women who have become homeless due to domestic violence. Beginning FY 16-17, Faith House will follow an innovative new program model providing emergency housing for "women and children in crisis". With this new model, Faith House will continue to provide immediate safe housing and support services for domestic violence survivors, as well as victims of other crimes, such as sex trafficking, and those who are experiencing homelessness due to various emergency situations. Under the new program model, Faith House offers 20 housing units (80 beds) for women and children who are homeless or seeking refuge from a crisis situation. Families/individuals may stay at Faith House emergency shelter for up to 120 days. During their stay, they are able to access onsite support services including: Immediate crisis stabilization, Basic needs – food, clothing, and personal items, Safety planning, Case management, Individual assessment of challenges and goals, Child care, Assistance with securing employment and vocational training, financial literacy and coaching, parenting and life skills workshops, advocacy and legal assistance, assistance with securing safe long-term housing, and Referrals for additional support services. The overall service goal is to increase the likelihood that these women and children will live free from family violence and other crisis by providing a safe environment where they can develop the skills and access the resources needed to become empowered, self-sufficient members of the community.

D. Address/Specific Location of the Proposed Activity.
8581-B N. 61st Ave. Glendale, AZ 85302, U.S.A.

E. Geographical Service Area of Activity. If the proposed activity does not provide benefit on a "citywide" basis, provide address, census tract(s), block group(s), and zip code(s) of the proposed activity service area. A New Leaf's services span the Greater Maricopa County area, including both East and West Valley communities. The primary physical locations of services are Glendale and Mesa. The focus of this proposal is A New Leaf's Faith House which is located in the central Glendale area and is utilized by and serves the citizens of Glendale, including those originating from Phoenix, Peoria, El Mirage, Surprise, and surrounding unincorporated areas of western Maricopa County.

F. ESG Objectives. The activities funded with ESG funds will meet the following objective(s):

- ☐ Renovation, rehabilitation and conversion of buildings into homeless, emergency shelters or transitional housing for homeless
- ☒ Shelter Operating Expenses
- ☐ Homeless Prevention
- ☐ Rapid Rehousing

☐ Street Outreach

G. **Homeless Definition.** Subrecipient will utilize the following method to verify that persons to be served meet the definition of homeless under the ESG regulations:
100% of individuals participating at the Faith House shelter must meet the low to moderate income requirement, with 96% falling at or below 100% of the Federal Poverty Level.

H. **Certifications.**

1. The Subrecipient certifies that the activity carried out under the ESG Subrecipient Agreement ("Subrecipient Agreement") will meet the ESG objectives by providing:
Emergency shelter to families experiencing homelessness, and by providing case management services to women and children who need advocacy, shelter, case management, workforce development, housing navigation and counseling due to living with family violence and other crises. All individuals in this target group are considered homeless because of financial deprivation, victimization or exploitation, and over 90% live at least 80% below the Area Median Income level of the service area. The funding received from the City of Glendale ESG funds will maintain operations of the emergency shelter and assist Glendale residents who are victims of domestic violence and who also suffer from other various crises that have led them to homelessness.

2. Subrecipient will align with the Continuum of Care requirements for utilization of a Coordinated Entry system as follows:

- Project accepts referrals from Regional Coordinated Entry System.
- Clients are prioritized by acuity including VI-SPDAT and SPDAT scores as applicable.
- Delivery of Housing Based Case Management for Rapid Rehousing.
- Develop and implement a service evaluation tool to measure the effectiveness of the delivery of services (client satisfaction survey).
- List the documents that will be used to track evaluation of services.

The Regional Coordinated Entry system uses a preliminary assessment tool that is used to assess, refer, and place individuals/families in the appropriate program(s). The initial tool covers only the most necessary questions to assess for interventions such as diversion, immediate shelter needs, housing barriers, and an appropriate housing assignment. Programs can conduct further assessments once an individual/family is actually enrolled in a program. A New Leaf accepts referrals from the Regional Coordinated Entry System. The Coordinated Assessment System is designed to quickly connect clients to the most appropriate resources, while requiring clients to be interviewed and assessed less often, and with more consistent treatment. After clients are referred to an A New Leaf program, A New Leaf Best Practices include the completion of a Full SPDAT and/or VI-SPDAT and Arizona Self-Sufficiency Matrix assessment tools to further determine and track needs and accomplishments, which help Case Managers tailor multiple program facets to meet an individual's/family's needs. To measure the effectiveness of the delivery of services all A New Leaf programs administer a client satisfaction survey upon exit from the program.

A New Leaf currently participates in Valley of the Sun United Way's HEART (Housing, Eligibility, Assessment, and Referral Tool), which streamlines eligibility, assessment and referral for permanent supportive housing in Maricopa County. It includes a database with vital information that connects individuals/families experiencing homelessness to the appropriate type of housing and funding. Also included in the HEART database is a Vulnerability Score to aid in allocating resources to the highest need individuals/families. The Vulnerability Assessment Tool (VAT) measures ten domains: survival skills, mortality risks, organization, substance use, social behavior, basic needs, medical risks, mental health, communication, and homelessness.

3. Subrecipient will measure its performance against the Standards of Excellence and System Performance Measures established by the Continuum of Care in accordance with the U.S. Department of Housing and Urban Development (HUD) guidelines as follows:

- #/% Increased knowledge of services available
- #/% Increased knowledge of how to plan for continued safety
#/% Report their personal safety has improved.

I. **Levels of Accomplishment – Goals and Performance Measures.** The Subrecipient agrees to provide the following services:

Activity	Units of Service	Service Type [illegible]	[illegible]	Service Type [illegible]
-Provide Shelter Services	1	-Unduplicated Individuals	150	Persons
-Provide 24 hour staff support to shelter services	912	-Case Management Hours	60	Persons (Adults Only)
-Conduct client intakes as needed	1	-Unduplicated Individuals	60	
-Complete Individual Service (FOCUS) Plans upon admission	1	-Intake & Assessment	60	
-Provide advocacy, support and monthly group sessions	180	-Groups	60	
-Provide community resource and referral	1,200	-Referrals	60	
-Provide workforce development services	1	-Employment-eligible client	30	
-Conduct customer satisfaction surveys	1	-Exit Survey	60	
-Tabulate and monitor program outcomes	1	-Completed client file	60	

J. Client Eligibility.

1. Client eligibility will be documented by:
   Income is determined through completion of the intake application which requires a participant to disclose annual income and family size. This information is then used to determine their income status.
2. Client residency will be documented by:
   The number of Glendale units/people is determined by the individual's arrival/intake at the shelter. They are immediately considered a Glendale resident at this time. This tracking and documentation process was approved by City of Glendale Community Revitalization staff. This information is entered on an intake screening form using the agency's client management software which is able to store and retrieve geographic location. The unit of service is one individual, including both adult in crisis and their children. The proposed number of Glendale units for this request is 150 individuals (adults and children). For safety reasons, Glendale residents may also be served at A New Leaf's Autumn House and DV STOP programs.

K. Billing Information.

ESG funds will pay for:

- Office Supplies: $1,000
- Specific Assistance for Individuals: $2,231
- Communication, i.e. phone, fax, modem: $4,000
- Occupancy, i.e. utilities: $6,666
- Occupancy, i.e. building maintenance: $7,500
- Advertising/ Printing and Publications: $350
- Travel: $934
- Membership dues/support to affiliate organizations: $250
- Non-payroll insurance: $2,650

L. Amount and Source of ESG 100% Match Required Commitment

A New Leaf General Contributions-$25,581

M. Subrecipient Staff Contact Information.

Activity Contact		**Accounting Contact**
Name: Dana Martinez		Name: George DiFlavis
Title: Shelter Service Director		Title: Director of Budgets & Grant Management
Subrecipient: A New Leaf, Inc.		Subrecipient: A New Leaf, Inc.
Address: 868 E. University Dr.		Address: 868 E. University Dr.
City, State, Zip: Mesa, AZ 85203		City, State, Zip: Mesa, AZ 85203
Telephone No.: 480-890-3039 ext 4609		Telephone No.: 480-969-4024 Ext. 4037
Fax No.: 480-733-3098		Fax No.: 480-969-0039
Email: DMartinez@turnanewleaf.org		Email: gdiflavis@turnanewleaf.org

N. Estimated Activity Timeline

Task	**Completion Date**
Initiate Activity	7/1/2016
Identify/Qualify Client	07/1/2016-06/30/2017
Provide Services	07/1/2016-06/30/2017
Year-End Reporting	7/31/2017
Final Closeout	8/15/2017

O. Budget.

Agency: A New Leaf, Inc. **Emergency Solutions Grant** **Total Project Budget FY** 2016-2017			
Line Item	**ESG Allocation**	**Other Cash Resources**	**Total Project Budget**
Revenues			
1. Gov. Funding - City of Glendale			
CDBG			
ESG	25,581		25,581
HOME			
General Funds/From the Heart			
2. Gov. Funding - All Other Cities			
Federal			
Other			
3. Gov. Funding - County			
Federal			
Other			
4. Gov. Funding State			
Federal		146,281	146,281

Other		72,602	72,602
5. Gov. Funding - Federal Gvt			
6. Contributions / Donations		144,108	144,108
7. Special Events / Fundraising			
8. Legacies / Bequests			
9. Foundation/Corporate Support			
10. Program Service Fees and Reimbursements			
11. Investment Income			
12. In-Kind Support			
13. Other Income			
Bus Tickets / client paid etc.			
Total	$25,581	$362,991	$388,572
Line Item	ESG Allocation	Other Cash Resources	Total Project Budget
Expenses			
14. Personnel Costs			
Salaries		147,910	147,910
Payroll Costs (SSI, Medicare, etc.)		13,393	13,393
Fringe Benefits (Insurance, Retirement, etc)		38,254	38,254
Employee Education and Training			
15.Supplies			
Office Supplies	1000	1,175	2,175
Program-Related Supplies		2,100	2,100
16. Professional Fees and Contracts		2,140	2,140
17. Specific Assistance for Individuals	2,231	149	2,380
18. Communication			
Phone, Fax, Modem	4,000	2,700	6,700
Postage and Freight			
19. Equipment Rental and Maintenance		11,120	11,120
20. Technology (hardware, software, maintenance)			
21. Occupancy			
Rent			
Utilities	6,666	18,334	25,000
Building Maintenance	7,500	35,550	43,050
22. Advertising / Printing and Publications	350		350
23. Travel	934	666	1,600
24. Meetings & Conferences		50	50

25. Membership Dues / Support to Affiliate Org.	250	1,250	1,500
25. Evaluation			
26. Non-Payroll Insurance	2,650	7,900	10,550
27. In-Kind Expense		19,650	19,650
28. Other Expenses			
Management & General		60,650	60,650
Licenses/Permits/Fees			
Total	$25,581	$362,991	$388,572
Surplus/Deficit (Revenues less Expenses)	$	$	$

EXHIBIT B
BILLING AND REPORTING INFORMATION
FY 2016-2017

A New Leaf, Inc. ("Subrecipient") will be responsible for billing costs incurred and results achieved under the Faith House Emergency Shelter ("Activity") consistent with any standards required by Emergency Solutions Grant ("ESG") as a condition of providing these funds.

1. Monthly Billings: Subrecipient will complete monthly billings in accordance with the following requirements.

   1.1 A letter requesting reimbursement of expenditures will be prepared on the Subrecipient's letterhead. The Subrecipient will use the content and format of the letter prescribed by the City. This letter will be reviewed and signed by the Subrecipient's executive director (or authorized signatory). Reimbursement requests will be submitted on a **MONTHLY** basis. (Note: Grants Administration may approve exceptions for quarterly billings on a case-by-case basis. Subrecipient will submit a written request and justification to support the need to bill quarterly instead of monthly.)

   1.2 The Activity budget spreadsheet summarizing monthly and year-to-date expenses will be prepared and submitted with each request for reimbursement. This report will also account for other resources utilized under this activity.

   1.3 Copies of all supporting documents will be submitted with the reimbursement request. The Subrecipient will work closely with the Activity liaison to establish the specific documentation requirements for this. Agreement. Examples of supporting documentation include copies of timesheets, pay stubs, mileage reports, invoices, statements, receipts, etc.

   1.4 The City's reimbursement process will take approximately two to three weeks to complete. (The first reimbursement request can take a little longer to process.) If the reimbursement procedures noted above are not followed correctly, the Activity liaison may return the reimbursement request to the Subrecipient for revisions, or hold the request until all reimbursement requirements have been met. This will delay the reimbursement process.

2. Monthly Report on Accomplishments and Demographics:

   2.1 A monthly demographic report on Glendale residents served, including accomplishments and units of service delivered, will be submitted by the 15th of the following month. Failure to file this demographic report timely could also delay the reimbursement process.

   2.2 The City will provide the Subrecipient with the specific formats to be used for reimbursement requests/performance reports. These formats will be used by the Subrecipient unless otherwise authorized.

3. Activity Final Completion Report:

   3.1 Public Service Activities: Report On "Performance Measures" for Actual Activity "Outcomes." The report on "Performance Measures for Actual Activity Outcomes," is due by July 31, 2016. This report will identify the "actual outcomes" produced by the Subrecipient under this activity over the past program year. "Actual outcomes" will be measured by and against the "proposed outcomes and performance measures" that were established by the Subrecipient at the beginning of the program year.

   3.2 Physical Improvement Activities: Report On "Performance Measures" for Actual Activity "Outcomes." The report on "Performance Measures for Actual Activity Outcomes," is due 30 days after completion of the physical improvement activity. This report will identify the "actual outcomes" produced by the Subrecipient under this Activity after completion of the physical improvements. "Actual Outcomes" will be measured by and against the "proposed outcomes and performance measures" that were established by the Subrecipient at the beginning of the program year.

EXHIBIT C
FEDERAL LAWS AND REGULATIONS
FY 2016-2017

1. **Applicability of Uniform Administrative Requirements.** The parties should comply with all administrative requirements, cost principles, and audit requirements as provided in 2CFR Part 200 in compliance with the Final Guidance issued by U.S. Department of Housing and Urban Development on Feb. 26, 2015 (Notice: SD-2015-01)

2. **Equal Opportunity.**

2.1 The Subrecipient agrees to comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and the HUD regulations under 24CFR Part 1, which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any activity receiving Federal financial assistance by way of grant, loan, or Agreement and will immediately take any measures necessary to effectuate this Agreement. If any real property or structure thereof is provided or improved with the aid of Federal financial assistance extended to the Subrecipient, this assurance will obligate the Subrecipient, or in the case of any transfer of such property or structure is used for a purpose of which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits.

2.2 The Subrecipient agrees to comply with Title VIII of the Civil Rights Act of 1968 (P.L. 90-284), as amended by the Fair Housing Amendments Act of 1988 (P.L. 100-430), and will administer all activities relating to housing and community development in a manner to affirmatively further fair housing within Constitutional limitations throughout the United States.

2.3 The Subrecipient agrees to comply with Section 109 of the Housing and Community Development Act of 1974 and 1977, as amended, and in conformance with all requirements imposed pursuant to the regulations of the Department of HUD (24 CFR Part 570.602) issued pursuant to that Section; and in accordance with Equal Opportunity obligations of that Section, no person in the United States will, on the grounds of race, color, national origin, or sex, be excluded from participation in, be denied the benefits of, be subjected to discrimination under, any activity funded in whole or in part with the Community Development funds. Section 109 of the Act further provides that any prohibition against discrimination on the basis of age, under the Age Discrimination Act of 1975 (24 CFR Part 146), or with respect to an otherwise qualified handicapped person, as provided in Section 504 of the Rehabilitation Act of 1973 (24 CFR Part 8), will also apply to any activity funded in whole or in part with funds made available pursuant to the Act.

2.4 The Subrecipient agrees to comply with Executive Order 11063 on equal opportunity in housing and related facilities owned or operated by the Federal Government or provided with Federal financial assistance.

2.5 The Subrecipient agrees to comply with Executive Order 11246, as amended, requiring nondiscrimination and affirmative action to ensure nondiscrimination in employment by government contractors and subcontractors and under federally assisted construction contractors.

2.6 Affirmative Outreach. In accordance with 24 CFR §576.407, the Subrecipient must make known that use of the facilities, assistance, and services are available to all on a nondiscriminatory basis. If it is unlikely that the procedures that the Subrecipient intends to use to make known the availability of the facilities, assistance, and services will to reach persons of any particular race, color, religion, sex, age, national origin, familial status, or disability who may qualify for those facilities and services, the Subrecipient must establish additional procedures that ensure that those persons are made aware of the facilities, assistance, and services. The Subrecipient must take appropriate steps to ensure effective communication with persons with disabilities including, but not limited to, adopting procedures that will make available to interested persons information concerning the location of assistance, services, and facilities that are accessible to persons with disabilities.

2.7 The Subrecipient agrees to comply with Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u), as amended, the HUD regulations issued pursuant thereto (24 CFR Part 135) as follows:

a. The work to be performed under this Contract is on a project assisted under an activity providing direct Federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701u); Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given to lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns that are located in or owned in substantial part by persons residing in the area of the project.

b. The parties to this Contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued there under prior to the execution of this Contract. The parties to this Contract certify and agree that they are under no contractual or other disability that would prevent them from complying with these requirements.

c. The contractor will send to each labor organization or representative or workers, with which he has a collective bargaining agreement or other contract or understanding, if any, a notice advertising the said labor organization or workers' representative of his commitments under this Section 3 clause and will post copies of the notice in conspicuous places available to employees and applicants for employment or training.

d. The contractor will include this Section 3 clause to every subcontract for work in connection with the project and will, at the direction of the applicant or Community of Federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR Part 135. The contractor will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

e. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued there under prior to the execution of this Contract, will be a condition of the Federal financial assistance provided to the project.

3. Nondiscrimination in Federally Assisted Programs of the Department of Housing and Urban Development – Effectuation of Title VI of the Civil Rights Act of 1964.

3.1 The Subrecipient shall, as a recipient of HUD financial assistance, take reasonable steps to provide meaningful access to Limited English Proficiency (LEP) persons. (24 CFR 576.407) This requirement shall extend to the Subrecipient's entire activity regardless of how much HUD assistance is received.

3.2 In order to determine what reasonable steps must be taken to provide meaningful access to LEP persons, the Subrecipient should apply HUD's four-factor analysis.

a. Identify the number or proportion of LEP persons eligible to be served or likely to be encountered by the activity or Subrecipient.

b. Identify the frequency with which LEP persons come in contact with the activity.

c. Consider the nature and importance of the activity or service provided by the activity to people's lives.

d. Identify the resources available to the Subrecipient and the costs associated with providing meaningful access to LEP persons.

3.3 The Subrecipient must determine what language assistance measures are sufficient for the activity funded with HUD funds. The Subrecipient shall have flexibility in addressing the needs of the LEP persons served; however, this cannot be used to minimize the obligation that the needs be addressed. The Subrecipient is not required to take measures that would be a cost burden or cost prohibitive to the Subrecipient.

3.4 Efforts to take reasonable steps to provide meaningful access to LEP persons must be documented in the Subrecipient's records and be made available upon request.

4. **Section 504.** The Subrecipient agrees to comply with any federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination against the handicapped in any federally assisted program.

5. **Subcontracting.** All work or services covered by this Agreement, which is subcontracted by the Subrecipient, will be specified by written Agreement and subject to all provisions of this Agreement. All subcontracts must be approved by the City prior to execution.

6. **Interest of Certain Federal Officials.** 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.

7. **Interest of Members, Officers or Employees of the Subrecipient, Members of Local Governing Body, or Other Public Officials.** No member, officer, or employee of the Subrecipient or its designees or agents, no member of the governing body of the locality in which the activity is situated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the activity during his tenure or for one year thereafter, will have any interest, direct or indirect, in any Agreement or subcontract, or the proceeds thereof, for work to be performed in connection with the Activity assisted under this Agreement.

8. **Lobbying.** Grant funds shall not be used for publicity or propaganda purposes designed to support or defeat legislation proposed by federal, state, or local governments.

9. **Hatch Act.** The Subrecipient agrees to comply with all provisions of the Hatch Act and that no part of the activity will involve political activities, nor will personnel employed in the administration of the activity be engaged in activities in contravention of Title V, Chapter 15, of the United States Code.

10. **Compliance with Environmental Requirements.** The Subrecipient agrees to comply with any conditions resulting from the City's compliance with the provisions of the National Environmental Policy Act of 1969 and the other provisions of law specified at 24CFR §58.5 insofar as the provisions of such Act apply to activities set forth in the Statement of Work.

11. **Compliance with Flood Disaster Protection Act.**

11.1 This Agreement is subject to the requirements of the Flood Disaster Protection Act of 1973 (P.L. 93-234). No portion of the assistance provided under this Agreement is approved for acquisition or construction purposes as defined under Section 3(a) of said Act, for use in any area identified by the Secretary as having special flood hazards, which is located in a community not then in compliance with the requirements for participation in the national flood insurance program pursuant to Section 201(d) of said Act; and the use of any assistance provided under this Agreement for such acquisition or construction in such identified areas in communities then participating in the national flood insurance program will be subject to the mandatory purchase of flood insurance requirements of Section 102(a) of said Act.

11.2 Any Agreement or agreement, Agreement for the sale, lease, or other transfer of land acquired, cleared, or improved with assistance provided under this Agreement shall contain, if such land is

located in an area identified by the Secretary as having special flood hazards and in which the sale of flood insurance has been made available under the National Flood Insurance Act of 1968, as amended, 42 U.S.C. 4001 et seq., provisions obligating the transferee and its successors or assigns to obtain and maintain, during the ownership of such land, such flood insurance required with respect to financial assistance for acquisition or construction purposes under Section 102(2) of Flood Disaster Protection Act of 1973. Such provisions will be required notwithstanding the fact that the construction of such land is not itself funded with assistance under this Agreement.

12. Compliance with Environmental Laws.

12.1 This Agreement is subject to the requirements of the Clean Air Act, as amended, 42 U.S.C. 1857 et seq.; the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.; and the regulations of the Environmental Protection Subrecipient with respect thereto, at 40CFR Part 15, as amended from time to time.

12.2 In compliance with said regulations, the City will cause or require to be inserted in full in all contracts and subcontracts with respect to any nonexempt transaction thereunder funded with assistance provided under this Agreement, the following requirements:

a. A stipulation by the contractor or subcontractor that any facility to be utilized in the performance of any nonexempt contract or subcontract is not listed on the list of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40CFR §15.20.

b. Agreement by the contractor to comply with all the requirements of Section 114 of the Clear Air Act, as amended (42 U.S.C. 1857c-8), and Section 308 of the Federal Water Pollution Control Act, as amended, (33 U.S.C. 1318) relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.

c. A stipulation that as a condition for the award of the contract, prompt notice will be given of any notification received from the director, Office of Federal Activities EPA, indicating that a facility utilized or to be utilized for the contract is under consideration to be listed on the EPA list of Violating Facilities.

d. Agreement by the contractor that he will include or cause to be included the criteria and requirements in paragraphs (a) through (d) of this section in every nonexempt subcontract and requiring the contractor to take such action as the Government may direct as means of enforcing such provisions.

e. In no event will any amount of the assistance provided under this Agreement be utilized with respect to a facility that has given rise to a conviction under Section 113(c)(1) of the Clean Air Act or Section 309(c) of the Federal Water Pollution Control Act.

12.3 The Resource Conservation and Recovery Act. Subrecipient will comply with the Resource Conservation and Recovery Act (**"RCRA"**), including, but not limited to, 42 U.S.C. § 6962, which requires preference be given in procurement programs to the purchase of specific products containing recycled materials identified in guidelines developed by the Environmental Protection Subrecipient (**"EPA"**) (40CFR Parts 247 through 254).

12.4 The Toxic Substances Control Act. The Subrecipient will comply with the Toxic Substances Control Act (**"TSCA"**), 15 U.S.C. §2601 et seq.

12.5 The Federal Insecticide, Fungicide and Rodenticide Act. The Subrecipient will comply with the Federal insecticide, Fungicide and Rodenticide Act (**"FIFRA"**), 7 U.S.C. §136 et seq.

12.6 Subrecipient will comply with all other applicable federal and state environmental laws and regulations

13. **Procurement of Recovered Materials.** Subrecipient must comply with §6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act ("RCRA") (Pub. L. 94-580, 42 U.S.C. §6962). Section 6962 requires that preference be given in procurement programs to the purchase of specific products containing recycled materials identified in guidelines developed by the Environmental Protection Subrecipient ("EPA") (40CFR Parts 247 through 254). Subrecipient shall procure only items designated in guidelines of the Environmental Protection Subrecipient (EPA) at 40CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired by the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. (24CFR §576.407)

14. **Historic Preservation.** This Agreement is subject to the requirements of P.L. 89-665, the Archaeological and Historic Preservation Act of 1974 (P.L. 93-291), Executive Order 11593, and the procedures prescribed by the Advisory Council on Historic Preservation in 36CFR Part 800. The City must take into account the effect of a project on any district, site, building, structure, or object listed in or found by the Secretary of the Interior, pursuant to 35 CFR Part 800, to be eligible for inclusion in the National Register of Historic Places, maintained by the National Park Service of the U. S. Department of the Interior, and must make every effort to eliminate or minimize any adverse effect on a historic property.

15. **Historic Barriers.** This Agreement is subject to the requirements of the Architectural Barriers Act of 1968 (42 U.S.C. 4151) and its regulations. Every building or facility (other than a privately owned residential structure) designed, constructed, or altered with ESG funds must comply with requirements of the "American Standards Specifications for Making Buildings and Facilities Accessible to, and Usable by, the Physically Handicapped."

16. **Lead-Based Paint.** This Agreement is subject to the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821 et seq.), and Lead-Based Paint Regulations (24CFR Part 35 and 24CFR §570.608 and/or 92.335), and related amendments thereto. 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. All federally assisted residential structures and related property constructed prior to 1978, Homebuyer Activities, Tenant-Based Rental Assistance, and Special-Needs Housing (acquisition), will comply with existing and new Lead-Based Paint Hazard Reduction Requirements, effective September 15, 2000. As the Grantor or Participating Jurisdiction, the City of Glendale shall be consulted regarding the Subrecipient/Grantee's compliance status.

17. **Acquisition/Relocation.** This Agreement is subject to providing a certification that Subrecipient will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, implementing regulations at 49 CFR Part 24, and 24 CFR Part 511.14, which govern the acquisition of real property for the project and provision of relocation assistance to persons displaced as a direct result of acquisition, rehabilitation, or demolition for the project.

    In general, a displaced person (defined in 24CFR 576.408) must be provided relocation assistance at the levels described in, and in accordance with, the URA and 49CFR Part 24. A displaced person must be advised of his or her rights under the Fair Housing Act (42 U.S.C. 3601 et seq.). Whenever possible, minority persons shall be given reasonable opportunities to relocate to comparable and suitable decent, safe, and sanitary replacement dwellings, not located in an area of minority concentration, that are within their financial means. This policy, however, does not require providing a person a larger payment than is necessary to enable a person to relocate to a comparable replacement dwelling. (See 49CFR 24.205(c)(2)(ii)(D).) As required by Section 504 of the Rehabilitation Act (29 U.S.C. 794) and 49CFR Part 24, replacement dwellings must also contain the accessibility features needed by displaced persons with disabilities.

    Eligible costs are the costs of providing URA assistance under 24CFR §576.408, including relocation payments and other assistance to persons displaced by a project assisted with ESG funds. Persons that receive URA assistance are not considered "program participants" for the purposes of this part, and

relocation payments and other URA assistance are not considered "rental assistance" or "housing relocation and stabilization services" for the purposes of this part. (24CFR §§576.408 & 576.102)

18. Property Standards and Disposition.

18.1 Real or personal property purchased in whole or in part with ESG funds shall not be disposed through sale, use, or location without the written permission of the City and/or HUD, as applicable. The proceeds from the disposition of real property will be considered Program Income and subject to 24CFR §576.

18.2 Minimum Period of Use – Emergency Shelter. Renovated Buildings.
Each building renovated with ESG funds must be maintained as a shelter for homeless individuals and families for not less than a period of 3 or 10 years, depending on the type of renovation and the value of the building. The "value of the building" is the reasonable monetary value assigned to the building, such as the value assigned by an independent real estate appraiser. The minimum use period must begin on the date the building is first occupied by a homeless individual or family after the completed renovation. A minimum period of use of 10 years, required for major rehabilitation and conversion, must be enforced by a recorded deed or use restriction.

a. Major Rehabilitation. If the rehabilitation cost of an emergency shelter exceeds 75 percent of the value of the building before rehabilitation, the minimum period of use is 10 years.

b. Conversion. If the cost to convert a building into an emergency shelter exceeds 75 percent of the value of the building after conversion, the minimum period of use is 10 years.

c. Renovation Other than Major Rehabilitation or Conversion. In all other cases where ESG funds are used for renovation, the minimum period of use is 3 years.

18.3 After expiration of the required use period, Subrecipient is free to use the real property for another use without obligation to the City.

18.4 Minimum Standards for Emergency Shelters. Any building for which ESG Funds are used for conversion, major rehabilitation, or other renovation, must meet state or local safety and sanitation standards, as applicable, and the minimum safety, sanitation and privacy standards listed in 24 CFR §576.403(b)(1-11).

18.5 Minimum Standards for Permanent Housing. The Subrecipient cannot use ESG funds to help a program participant remain or move into housing that does not meet the minimum habitability standards provided in 24 CFR §576.403(c)(1-10).

19. Debarment, Suspension, Ineligibility and Voluntary Exclusion.

19.1 In order to participate in this Agreement, the Subrecipient must certify that it and/or its owners/officers have not been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a federal department or Subrecipient.

19.2 The Subrecipient, shall include without modification the Certification language, entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion – Lower Tier Covered Transactions" with all subgrantees or other contractors; in all lower tier covered transactions and in all solicitations for lower tier covered transactions in accordance with 45CFR Part 76.

19.3 If the Subrecipient is unable to comply with this requirement, an explanation shall be immediately provided to the City in accordance with paragraph 29 of this Agreement.

20. Federal Fire Prevention and Control Act of 1992. The Fire Administration Authorization Act of 1992 added a new Section 31 to the Federal Fire Prevention and Control Act of 1974. This Section requires that approved smoke detectors be installed in all houses assisted under the Emergency Solutions Grant Program.

To comply with this requirement and locally adopted codes Subrecipient shall install smoke detectors in all sleeping areas and any hallway connecting these sleeping areas.

EXHIBIT D
INCOME LIMITS
FY 2016-2017

1. Subrecipient shall utilize and abide by the income limits determined by the U. S. Department of Housing and Urban Development (HUD). Such limits are updated annually.

2. The income limits below are effective at the time of execution of this agreement. However, City will provide and Subrecipient will be expected to utilize the most recent income limits provided by HUD when determining client eligibility under this Agreement.

3. To the Extent feasible, the Subrecipient should utilize the HUD income calculator when determine whether a client meets the definition of low- or moderate-income in accordance with the HUD regulations.

CDBG/ESG/HOME PROGRAMS

[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
1 Person	62,900	13,200	22,050	26,450	35,250
2 Persons		15,100	25,200	30,200	40,250
3 Persons		17,000	28,350	34,000	45,300
4 Persons		18,850	31,450	37,750	50,300
5 Persons		20,400	34,000	40,800	54,350
6 Persons		21,900	36,500	43,800	58,350
7 Persons		23,400	39,000	46,800	62,400
8 Persons		24,900	41,550	49,850	66,400
9 Persons		26,400	44,050	52,850	70,400
10 Persons		28,000	46,550	55,900	74,450

Household Income Limits/Annual Gross Wages
(Revised per HUD 4/13/16)

Please note that the CPD Income Eligibility Calculator should be used when qualifying an applicant. If it is not used you must be able to provide evidence of how you calculated the applicants income.
Click here for the link to the CPD Income Eligibility Calculator.

EXHIBIT E
INSURANCE CERTIFICATE
FY 2016-2017

The Certificate of Insurance will contain the following information:

Item One:

A. Commercial General Liability coverage with limits not less than $1 million per occurrence, $100,000 for property damage liability, and $2 million aggregate.

B. Unless a sole proprietorship, Subrecipient shall carry Arizona Statutory Workers Compensation and Employers' Liability coverage.

Item Two:

City of Glendale will be named Certificate Holder.

Item Three:

City of Glendale will be named as "additional insured."

Item Four:

The Certificate of Insurance will provide a 30-day notice to the City of Glendale for cancellation, non-renewal, or material change and must be an "occurrence," not a "claims made" policy.

Item Five:

General Requirement for the Insuring Company:

A. The insurance company underwriting the policy will have a Best Rating of B++ or better. Please request that your insurance provider supply some form of verification of the best rating of B++ or better.

B. The insurance company underwriting the policy will be licensed in the State of Arizona.

C. If the Certificate of Insurance contains a section page which notes: "Important, if the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s)." Insurance Certificates containing this clause will not be accepted without an "endorsement" stating, "the City of Glendale is included as an 'additional insured' on the policy."

EXHIBIT F
CERTIFICATIONS
FY 2016-2017

Subrecipient will certify its intent to abide by the following laws and regulations; as required by HUD:

1. Policy of Nondiscrimination on the Basis of Disability.

2. Section 319 of Public Law 101-121.

3. Contracting with Small and Minority Firms, Women's Business Enterprises and Labor Surplus Area Firms.

4. Drug-Free Workplace.

5. Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion – Lower Tier Covered Transactions

POLICY OF NONDISCRIMINATION ON THE BASIS OF DISABILITY
FY 2016-2017

The undersigned representative agrees, on behalf of Client, to have or adopt a Policy of Nondiscrimination on the Basis of Disability. Such Policy will state that the Subrecipient does not discriminate on the basis of disabled status in the admission or access to, or treatment or employment in, its federally assisted activities.

Signature _____ Date 11/30/2016

SECTION 319 OF PUBLIC LAW 101-121
FY 2016-2017

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 Subrecipient, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress, in connection with the awarding of any Federal Agreement, the making of any federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal Agreement, grant, loan, or cooperative agreement.

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 Subrecipient, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal Agreement, grant, loan, or cooperative agreement, the undersigned will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned will require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and Agreements under grants, loans, and cooperative agreements), and that all agencies will 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 31 U.S.C. § 1352. Any person who fails to file the required certification will be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Signature _____ Date 11/30/2016

CONTRACTING WITH SMALL AND MINORITY FIRMS,
WOMEN'S BUSINESS ENTERPRISES AND LABOR SURPLUS AREA FIRMS
FY 2016-2017

1. It is a national policy to award a fair share of contracts to small and minority business firms. Accordingly, affirmative steps must be taken to assure that small and minority businesses are utilized when possible as sources of supplies, equipment, construction, and services. Affirmative steps will include the following:

   1.1 Qualified small and minority businesses on solicitation lists.

   1.2 Assuring that small and minority businesses are solicited whenever they are potential sources, and to the greatest extent possible that these businesses are located within the metropolitan area.

   1.3 When economically feasible, dividing total requirements into smaller tasks or quantities so as to permit maximum small and minority business participation.

   1.4 Where the requirement permits, establish delivery schedules which will encourage participation by small minority businesses.

   1.5 Using the services and assistance of the Small Business Administration, and the Office of Minority Business Enterprises of the Department of Commerce and the Community Services Administration as required.

   1.6 If any subcontracts are to be let, requiring the prime contractor to take the affirmative steps in §§ 1.1 through 1.5. Grantees will take similar appropriate action in support of women's enterprises.

   1.7 To the greatest extent feasible, opportunities for training and employment will be given to low and moderate income persons residing within the metropolitan area.

2. The above-described equal opportunity requirements are obligations of the City of Glendale because federal funds are being utilized to finance the Project to which this Project pertains.

3. In executing any contract, the Subrecipient agrees to comply with the requirements and to provide appropriate documentation at the request of the City.

Signature _____ Date 11/30/2016

DRUG-FREE WORKPLACE
FY 2016-2017

The Subrecipient certifies that it will maintain a drug-free workplace in accordance with the requirements of 24 CFR Part 24, Subpart F by:

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

2. Establishing an ongoing drug-free awareness program to inform employees about:
   - 2.1 The dangers of drug abuse in the workplace;
   - 2.2 The Subrecipient's policy of maintaining a drug-free workplace;
   - 2.3 Any available drug counseling, rehabilitation and employee assistance programs; and
   - 2.4 The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

3. Making it a requirement that each employee engaged in the performance of the grant be given a copy of the statement required by paragraph 1.

4. Notifying the employee in the statement required by paragraph 1 that, as a condition of employment under the grant, the employee will:
   - 4.1 Abide by the terms of the statement; and
   - 4.2 Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.

5. Notifying the City in writing, within ten calendar days after receiving notice under paragraph 4.2 from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal Subrecipient has designated a central point for the receipt of such notices. Notice will include the identification number(s) of each affected grant.

6. Taking one of the following actions, within thirty (30) calendar days of receiving notice under paragraph 4.2, with respect to any employee who is so convicted:
   - 6.1 Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
   - 6.2 Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, local health requirements, law enforcement, or other appropriate Subrecipient.

7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of the above-described paragraphs.

Signature _____ Date 11/30/2016

Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion – Lower Tier Covered Transactions
FY 2016-2017

The Subrecipient certifies that the Subrecipient and/or its owners/officers:

1. Have not been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a federal department or Subrecipient.

2. Have not, within a three-year period preceding this Agreement, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or Agreement under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

3. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph 2 above.

4. Have not, within a three-year period preceding this Agreement, had one or more public transactions (federal, state, or local) terminated for cause or default.

5. Shall immediately notify the City if, at any time during the term of this Agreement, it is debarred, suspended, declared ineligible, or voluntarily excluded from participation. The City may pursue available remedies in the event of such occurrence, including immediate termination of this Agreement.

6. Shall not enter into a subcontract or subrecipient agreement with a person or organization that is debarred, suspended, declared ineligible, or voluntarily excluded from participation. The City may pursue available remedies in the event of such occurrence, including immediate termination of this Agreement.

7. Shall immediately provide an explanation to the City if it is unable to provide this Certification or comply with the requirements noted above in accordance with paragraph 29 of this Agreement.

Signature _____ Date 11/30/2016

EXHIBIT G
MATCH
FY 2016-2017

(Match Commitment Letter Attached)

a new leaf

Helping Families...Changing Lives.

BOARD OFFICERS

Deanna Villanueva-Saucedo
Chair

Brad Snyder
Vice Chair

Todd Skinner
Treasurer

Mayfann Millies
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Mike Hutchinson
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Elizabeth Reich
Clark Richter
William Scott
Mary Ellen Simonson
Deborah Smith
Tom Verploegen
David Woolstrum

Michael T. Hughes
President / CEO

DATE: September 26, 2016

TO: Gilbert Lopez, Community Revitalization Manager
Community Revitalization
City of Glendale
5850 West Glendale Avenue, Suite 107
Glendale, AZ 85301

FROM: Michael T. Hughes
A New Leaf, Inc.

COMMITMENT OF MATCH

A New Leaf, Inc. is committed to making a 100% match toward our Emergency Solutions Grants (ESG) program request to the City of Glendale, for the Faith House Shelter.

The match funds of $25,581 are committed for our Fiscal Year (FY) 2016–2017 Contract. Sources of match are listed below:

1. General Contributions-$25,581

If you should have any additional questions, or need additional information, please feel free to contact me at (480)969-4024.

Thank you.

Michael T. Hughes
Chief Executive Officer
A New Leaf, Inc.