



PHOENIX STARFISH PLACE FOR VICTIMS OF HUMAN TRAFFICKING

AGREEMENT NO.

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TABLE OF CONTENTS

1.	TERM OF AGREEMENT	2
2.	AMOUNT AND NATURE OF ASSISTANCE BY CITY	2
3.	SCOPE OF WORK AND SUPPLEMENTAL TERMS AND CONDITIONS.....	4
4.	PERFORMANCE REPORTS; WORK CONFERENCES:.....	4
5.	AUDIT/RECORDS	4
6.	ACKNOWLEDGEMENT	6
7.	DEFAULT/REMEDIES.....	6
8.	ASSIGNMENT	6
9.	INDEMNIFICATION & INSURANCE REQUIREMENTS – SEE EXHIBIT C.....	6
10.	INDEPENDENT CONTRACTOR STATUS; EMPLOYMENT DISCLAIMER.....	6
11.	LEGAL WORKER REQUIREMENTS	7
12.	CONFIDENTIALITY	7
13.	DATA PROTECTION	9
14.	CONTACTS WITH THIRD PARTIES	11
15.	COMPLIANCE WITH LAWS.....	12
16.	CONTINUING LIABILITY	14
17.	AMENDMENTS	14
18.	NO ORAL ALTERATIONS.....	15
19.	NOTICES.....	15
20.	INTEGRATION	16
21.	GOVERNING LAW; FORUM; VENUE	16
22.	FISCAL YEAR CLAUSE	16
23.	TERMINATION FOR CAUSE AND FOR CONVENIENCE.....	16
24.	FINAL PAYMENT.....	17
25.	PROFESSIONAL COMPETENCY	17
26.	SPECIFIC PERFORMANCE	18
27.	FORCE MAJEURE.....	18
28.	DOCUMENTATION.....	18
29.	CONFLICTS OF INTEREST	19
30.	PUBLIC RECORDS	20
31.	CLAIMS OR DEMANDS AGAINST THE CITY.....	21
32.	WAIVER OF CLAIMS FOR ANTICIPATED PROFITS	22
33.	CONTINUATION DURING DISPUTES.....	22
34.	THIRD PARTY BENEFICIARY CLAUSE	22
35.	NO ISRAEL BOYCOTT	22
36.	NO FORCED LABOR OF ETHNIC UYGHURS	22
37.	EQUAL EMPLOYMENT OPPORTUNITY AND PAY.....	23
	EXHIBIT A – SCOPE OF WORK	26
	EXHIBIT B – ITEMIZED SERVICE BUDGET	34
	EXHIBIT C – INDEMNIFICATION & INSURANCE REQUIREMENTS	35
	EXHIBIT D – SUBRECIPIENT’S CERTIFICATE OF INSURANCE	39
	EXHIBIT E – SUPPLEMENTAL TERMS AND CONDITIONS.....	40

**SUBRECIPIENT AGREEMENT FOR
ENTER TITLE OF CONTRACT**

Subrecipient Unique Entity Identifier (“UEI”): XXXXXXXXX
SAM Assistance Listing Number: 14.218, Community Development Block
Grants/Entitlement Grants

This Subrecipient Agreement (“**Agreement**”) is hereby entered into by and between the City of Phoenix, a municipal corporation of the State of Arizona (hereinafter referred to as “**City**”) and **Subrecipient Legal Name**, an Arizona provider of victim services and case management services (hereinafter referred to as “**Subrecipient**”) (collectively the “**Parties**”) to set forth the objectives, understandings, and agreements between the Parties in connection with the subaward of grant funds as described herein.

RECITALS

1. The City has received certain funds pursuant to the Housing and Community Development Act of 1974, as amended, as part of a Community Development Entitlement Grant (the "CD Grant").
2. The City is authorized to utilize the CD Grant in accordance with the rules and regulations prescribed by the United States Department of Housing and Urban Development (“HUD”) for its Community Development Block Grant Program (the "CDBG Program").
3. The City received additional funds pursuant to the Coronavirus Aid, Relief, and Economic Security (CARES) Act (CDBG-CV). CDBG-CV funds are subject to the same rules as the CDBG Program unless waivers are obtained or unless otherwise specified.
4. The Subrecipient is a community service nonprofit corporation and is qualified pursuant to 2 CFR Part 200 as an eligible subrecipient under the CD Grant.
5. The Subrecipient has developed a program (described in the Scope of Work attached hereto as **Exhibit A** and incorporated herein by this reference) (the "Services") which qualifies as a public service under 24 CFR 570.201(e) and meets the national objectives under 570.208(a)(2), and, therefore, the Subrecipient is eligible to receive a portion of the CD Grant for the Services.
6. The Subrecipient is qualified to and desires to obtain a portion of the CD Grant fund for the Services and, subject to the following terms and conditions, the City desires to utilize a portion of the CD Grant funds to assist the Subrecipient with the Services.

7. The City Manager of the City of Phoenix, Arizona, is authorized by the provisions of the City Charter to execute agreements for Phoenix Starfish Place for Victims of Human Trafficking.
8. This Agreement is authorized by the City Council per Ordinance XXXXX dated Enter Date.
9. This Agreement is established in accordance with RFP-24-VSD-001. Attached hereto, incorporated herein and by this reference made a part hereof. The Subrecipient by accepting this Agreement, has agreed to all terms and conditions as stated therein in accordance with solicitation number RFP-24-VSD-001.

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

1. TERM OF AGREEMENT:

- 1.1 This Agreement shall become effective on or about July 1, 2024 and shall terminate on June 30, 2025, with four options to extend through June 30, 2029. The extension option will be based on continuous need and available funding, and may be exercised at the sole discretion of the City.
- 1.2 This Agreement will terminate upon the earliest occurrence of any of the following:
 - 1.1.1. reaching the end of the term exercised as set forth in 1.1;
 - 1.1.2. payment of the maximum compensation under Paragraph 2 of this Agreement;
 - 1.1.3. Reaching the funding expenditure deadline; or
 - 1.1.4. termination pursuant to the provisions of this Agreement.

2. AMOUNT AND NATURE OF ASSISTANCE BY CITY:

- 2.1. Subject to all of the terms, covenants and conditions of this Agreement, the City will provide an amount up to **\$150,000.00** to the Subrecipient for Phoenix Starfish Place for Victims of Human Trafficking from the CD Grant (the "Grant") to operate the Services as described in **Exhibit A – Scope of Work**. The Scope of Work may not be amended or supplemented without the prior written consent of the City. If there are funds remaining at the termination of this Agreement, those funds shall be returned to the City.
- 2.2. The Subrecipient specifically agrees to be responsible for all sums in excess of the Grant necessary to operate its day-to-day business.
- 2.3. The City will disburse portions of the Grant in such amounts and increments as may be approved by the City to reimburse the Subrecipient for allowable costs reflected in the approved budget (the "Budget") (attached as **Exhibit B –**

Itemized Service Budget and incorporated herein by this reference) upon submission by the Subrecipient of proper invoices and supporting documentation, as required by the City in its reasonable discretion. The Budget may not be amended or supplemented without the prior written consent of the City.

2.4. The invoice will be submitted free of mathematical errors and/or missing supporting documentation. All appropriate documentation will be provided that supports the charges reflected in the monthly invoice. Upon finding of an error and/or missing documentation, the City will return the invoice to the Subrecipient. Subrecipient will promptly resubmit the revised invoice to the City. Each revised invoice will document the date that the revised invoice is submitted to the City. Requests for payment must be submitted with documentation of dates and hours worked, hourly rate charged, and a detailed description of the Services performed. Failure of City to identify an error does not waive any of the City's rights. The City will pay the Subrecipient net 45 upon receipt of an error-free invoice.

2.5. Invoices will be submitted to: **hou.ap@phoenix.gov**

2.6. Payment Recoupment

The Subrecipient must reimburse the City upon demand or the City may deduct from future payments the following:

- a. Any amounts received by the Subrecipient from the City for services which have been inaccurately reported or are found to be unsubstantiated.
- b. Any amounts paid by the Subrecipient to a subcontractor not authorized in writing by the City.
- c. Any amount or benefit paid directly or indirectly to an individual or organization not in accordance with the information disclosed in a Substantial Interest Disclosure statement.
- d. Any amount paid by the City for services that duplicate services covered by other specific grants and Agreements.
- e. Any amounts expended for items or purposes determined unallowable by the City.
- f. Any amounts paid by the City for which the Subrecipient's books, records, and other documents are not sufficient to clearly substantiate that those amounts were used by the Subrecipient to perform services.
- g. Any amount identified as a financial audit exception.
- h. Any amounts paid or reimbursed in excess of this Agreement or service reimbursement ceiling; Any amounts paid to the Subrecipient which are subsequently determined to be defective pursuant to the "Certification of Cost or Pricing Data" section of these terms and conditions.
- i. Any payments made for services rendered before the Agreement begin date or after the Agreement termination date.

2.7. Payment Indemnification

The Subrecipient shall be responsible for issuing payment for services performed by its employees, subcontractors, supplies, or any other third party incurred in the furtherance of the performance or arising out of this Agreement and will indemnify and save the City harmless for all claims whatsoever out of the lawful demands of such parties. The Subrecipient shall, at the City's request, furnish satisfactory evidence that all obligations of the nature hereinabove designated have been paid, discharged or waived.

3. SCOPE OF WORK AND SUPPLEMENTAL TERMS AND CONDITIONS:

Subrecipient will provide Phoenix Starfish Place for Victims of Human Trafficking that will be in accordance with the Scope of Work as set forth in **Exhibit A – Scope of Work** which may be supplemented with additional detail from time to time during the term of the Agreement, and that are satisfactory to the City. In performing these services, Subrecipient will also specifically comply with the applicable Supplemental Terms and Conditions that are set forth in **Exhibit E – Supplemental Terms and Conditions**.

4. PERFORMANCE REPORTS; WORK CONFERENCES:

4.1. The Subrecipient will prepare and submit monthly performance reports, and other reports and records as may be required by the City from time to time which will summarize data of operation of the Services. The Subrecipient's Executive Director or key personnel will attend work conferences and other meetings as may be required by the City.

4.2. The Subrecipient also shall submit such reports as HUD and the City may require, including litigation reports, financial management reports, and equal opportunity reports, as may be necessary, pursuant to the rules and regulations under Title VI, Civil Rights Act of 1964; Title VIII, Civil Rights Act of 1968; Section 3 of the Housing and Urban Development Act of 1968; Section 109 of the Act, Executive Order 11246, as amended and Executive Order 11053, or any reports as may be further required.

4.3. Failure to comply with requirements of this Section will be deemed to be a default under Section 7 hereof.

5. AUDIT/RECORDS:

5.1. The Subrecipient must submit a financial audit within ninety (90) days after the close of any Subrecipient fiscal year in which the aggregate of federal grant funds expended from all sources both inclusive and exclusive of this agreement is Seven Hundred-Fifty Thousand Dollars (\$750,000) or more. The audit shall be in conformance with the audit requirements of 2 CFR Part 200, Subpart F.

No funds resulting from this Agreement shall be expended for the purpose of an audit without the prior written consent of the City. The decision to provide such consent shall be in the sole discretion of the City.

5.2. The City, the U.S. Department of Housing and Urban Development, the Comptroller General of the United States, the Government Accounting Office or any of their duly authorized representatives shall have access to any books, documents, papers and records of the Subrecipient which are pertinent to any activity performed under this Agreement as required under 2 CFR 200.334 et seq., except as modified herein, for the purpose of making audit, examination, excerpts and transcriptions. The City's right of access is not limited to the retention period but lasts so long as the records are retained by Subrecipient. The Subrecipient shall permit independent auditors access to its records and financial statements as necessary to comply with federal audit requirements

5.2.1. CDBG record retention (24 CFR 570.502(a)(7)(ii)): The Subrecipient will keep and maintain such books, documents, papers and records in accordance with 2 CFR 200.334 et seq. and 24 CFR 570.502(a)(7)(ii) for a period of at least three (3) years after the expiration or termination of this Agreement or three (3) years after the submission of the annual performance and evaluation report as prescribed in 24 CFR 91.520 unless any exceptions in 2 CFR 200.334 or 24 CFR 570.502(a)(7)(ii) requiring a longer retention period apply.

5.3. The Subrecipient shall maintain service records in accordance with this Agreement, to meet the following standards, and include at a minimum:

- a. Adequate identification of the service provided and each service recipient's application for Agreement and subcontractor activities;
- b. Personnel records which contain applications for employment, job titles and descriptions, hire and termination dates, a copy of the fingerprint clearance card, wage rates, and effective dates of personnel actions affecting any of these items;
- c. Time and attendance records for individual employees to support all salaries and wages paid;
- d. Records of the source of all receipts and the deposit of all funds received by the Subrecipient;
- e. Original invoices, statements, sales tickets, billings for services, deposit slips, etc., and a cash disbursement journal and cancelled checks to reflect all disbursements applicable to this Agreement;
- f. A complete general ledger with accounts for the collection of all costs and/or fees applicable to this Agreement; and
- g. Copies of lease/rental agreements, mortgages and/or any other Agreements which in any way may affect Agreement expenditures.

- h. Any such records not maintained shall mandate an audit exception in the amount of the inadequately documented expenditures.

6. ACKNOWLEDGEMENT

The Subrecipient will acknowledge the contribution of the City of Phoenix Community Development Block Grant in all instances where the contributors of the Program are recognized or listed.

7. DEFAULT/REMEDIES

7.1. In the event of any default in or breach of this Agreement or any of its terms or conditions by either party hereto, such party will, upon written notice from the other, proceed immediately to cure or remedy such default or breach. In any event such breach or default is remedied within thirty (30) days after receipt of such notice. In case such action to cure or remedy the default or breach is not taken or not diligently pursued, or the default or breach not cured or remedied within thirty (30) days, the aggrieved party may terminate this Agreement or institute such proceedings as may be necessary or desirable in its opinion to cure and remedy such default or breach, including, but not limited to, proceedings to compel specific performance by the party in default or breach of its obligations. In the event of a breach of Agreement by the Subrecipient, the City, in addition to any other remedy, may immediately withhold payment of funds until such default is cured and/or may make direct payment to vendors.

7.2. Failure of the City to insist upon strict performance of any provision of this Agreement or to exercise any right or remedy to which the City is entitled hereunder will not constitute a waiver thereof and will not diminish the obligations under this Agreement. No waiver of any of the provisions of this Agreement will be effective unless it is expressly stated to be such and signed by both the City and Subrecipient.

8. ASSIGNMENT

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

9. INDEMNIFICATION & INSURANCE REQUIREMENTS – SEE EXHIBIT C.

10. INDEPENDENT CONTRACTOR STATUS; EMPLOYMENT DISCLAIMER:

10.1. The parties agree that Subrecipient is providing the Services under this Agreement on a part-time and/or temporary basis and that the relationship created by this Agreement is that of independent contractors. Neither Subrecipient nor any of Subrecipient's agents, employees or helpers will be deemed to be the employee, agent, or servant of the City. The City is only

interested in the results obtained under this Agreement; the manner, means and mode of completing the same are under the sole control of Subrecipient.

10.2. This Agreement is not intended to constitute, create, give rise to, or otherwise recognize a joint venture, partnership or formal business association or organization of any kind, and the rights and obligations of the parties will be only those expressly set forth in this Agreement. The parties agree that no individual performing under this Agreement on behalf of Subrecipient will be considered a City employee, and that no rights of City Civil Service, City retirement or City personnel rules will accrue to such individual. Subrecipient will have total responsibility for all salaries, wages, bonuses, retirement, withholdings, worker's compensation, other employee benefits, and all taxes and premiums appurtenant thereto concerning such individuals and will save and hold harmless the City with respect thereto.

11. LEGAL WORKER REQUIREMENTS:

11.1. The City is prohibited by Arizona Revised Statutes § 41-4401 from awarding an agreement to any Subrecipient who fails, or whose subcontractors fail, to comply with Arizona Revised Statutes § 23-214(A). Therefore, Subrecipient agrees that:

- Subrecipient and each subcontractor it uses warrants their compliance with all federal immigration laws and regulations that relate to their employees and their compliance with Arizona Revised Statutes § 23-214, subsection A.
- A breach of warranty herein will be deemed a material breach of the Agreement and is subject to penalties up to and including termination of the Agreement.
- The City retains the legal right to inspect the papers of the Subrecipient or subcontractor employee(s) who work(s) on this Agreement to ensure that Subrecipient or subcontractor is complying with the warranty herein.

12. CONFIDENTIALITY

"Confidential Information" means all non-public, confidential, sensitive, or proprietary information disclosed or made available by City to Subrecipient or its affiliates, employees, contractors, partners, or agents (collectively "Recipient"), whether disclosed before or after the Effective Date, whether disclosed orally, in writing, or via permitted electronic access, and whether or not marked, designated, or otherwise identified as confidential. Confidential Information includes, but is not limited to: user contents, electronic data, meta data, employment data, network configurations, information security practices, business operations, strategic plans, financial accounts, personally identifiable information, protected health information, protected criminal justice information, and any other information that by the nature

and circumstance of the disclosure should be deemed confidential. Confidential Information does not include this document or information that: (a) is now or subsequently becomes generally available to the public through no wrongful act or omission of Recipient; (b) Recipient can demonstrate by its written records to lawfully have had in its possession prior to receiving such information from the City; (c) Recipient can demonstrate by its written records to have been independently developed by Recipient without direct or indirect use of any Confidential Information; (d) Recipient lawfully obtains from a third party who has the right to transfer or disclose it; or (e) the City has approved in writing for disclosure.

Recipient shall: (a) protect and safeguard Confidential Information with at least the same degree of care as Recipient would protect its own Confidential Information, but in no event with less than a commercially reasonable degree of care, such as ensuring data is encrypted in transit and at rest and maintaining appropriate technical and organizational measures in performing the Services under the Agreement; (b) not use Confidential Information, or permit it to be accessed or used, for any purpose other than in accordance with the Agreement; (c) not use Confidential Information, or permit it to be accessed or used, in any manner that would constitute a violation of law, including without limitation export control and data privacy laws; and (d) not disclose Confidential Information except to the minimum number of recipients who have a need to know and who have been informed of and agree to abide by confidentiality obligations that are no less restrictive than the terms of this Agreement. If Recipient is required by law or court order to disclose any Confidential Information, Recipient will first give written notice to the City and provide the City with a meaningful opportunity to seek a protective order or limit disclosure.

Upon the City's written request or expiration of this Agreement, whichever is earlier, Recipient shall, at no additional costs to the City, promptly return or destroy all Confidential Information belonging to the City that Recipient has in its possession or control. After return or destruction of the Confidential Information, Recipient shall certify in writing as to its compliance with this paragraph.

If applicable, Subrecipient agrees to comply with all City information technology policies and security standards, as may be updated from time to time, when accessing City networks and computerized systems whether onsite or remotely.

In addition to, and not in lieu of, all other rights and remedies available to the City, Subrecipient will defend, indemnify, and hold the City harmless against all losses, claims, costs, attorneys' fees, damages or proceedings arising out of Subrecipient's breach of this Section (Confidentiality). Subrecipient's obligations pursuant to this Section (Confidentiality) shall not be subject to any limits of liability or exclusions as may be stated elsewhere in the Agreement.

A violation of this Section shall be deemed to cause irreparable harm that justifies injunctive relief in court. A violation of this Section may at the City's discretion result

in immediate termination of this Agreement without notice. The obligations of Subrecipient under this Section shall survive the termination of this Agreement.

13. DATA PROTECTION:

The parties agree this Section shall apply to the City's Confidential Information and all categories of legally protected personally identifiable information (collectively "PII") that Subrecipient processes pursuant to the Agreement. "Personally identifiable information" is defined as in the Federal Privacy Council's Glossary available at: <https://www.fpc.gov/resources/glossary/>.

As between the parties, the City is the data controller and owner of PII and Subrecipient is a data processor. In this Section, the term "process," "processing," or its other variants shall mean: an operation or set of operations which is performed on PII, whether or not by automated means, including without limitation: collection, recording, copying, analyzing, caching, organizing, structuring, storage, adaptation, alteration, retrieval, transmission, dissemination, alignment, combination, restriction, erasure, or destruction.

13.1. When Subrecipient processes PII pursuant to the Agreement, Subrecipient shall, at no additional cost to the City:

13.1.1. process PII only within the United States and only in accordance with the Agreement and not for Subrecipient's own purposes, including product research, product development, marketing, or commercial data mining, even if the City's data has been aggregated, anonymized, or pseudonymized;

13.1.2. implement and maintain appropriate technical and organizational measures to protect PII against unauthorized or unlawful processing and against accidental loss, destruction, damage, theft, alteration or disclosure, including at a minimum, and as applicable, those measures specified by the National Institute of Standards and Technology (NIST) SP800-53; A.R.S. § 18-552 (Notification of Security System Breaches); A.R.S. § 44-7601 (Discard and Disposal of Personal Identifying Information Records); Health Information Technology for Economic and Clinical Health (HITECH) Act; Payment Card Industry Data Security Standards; and good industry practice; (When considering what measures are appropriate and in line with good industry practice, Subrecipient shall keep abreast of current regulatory trends in data security and the state of technological development to ensure a level of security appropriate to the nature of the data to be protected and the harm that might result from such unauthorized or unlawful processing or accidental loss, destruction, damage, theft, alteration or disclosure. At minimum, Subrecipient will timely remediate any vulnerabilities found within its network that are rated medium or more critical by the Common Vulnerability Scoring System (CVSS); however, Subrecipient must remediate vulnerabilities that are rated critical within 14 days and vulnerabilities that are rated high within 30 days. If requested by the City, Subrecipient shall promptly provide a

written description of the technical and organizational methods it employs for processing PII.)

- 13.1.3. not subcontract any processing of PII to any third party (including affiliates, group companies or sub-contractors) without the prior written consent of the City; and Subrecipient shall remain fully liable to the City for any processing of PII conducted by a sub-processor appointed by Subrecipient;
- 13.1.4. as applicable, implement and maintain appropriate policies and procedures to manage payment card service providers with whom Subrecipient shares sensitive financial information or cardholder data; and provide the City with a Qualified Security Assessor Attestation of Compliance for Payment Card Industry Data Security Standards on an annual basis, but no later than within 30 days of attestation report completion;
- 13.1.5. take reasonable steps to ensure the competence and reliability of Subrecipient's personnel or sub-processor who have access to the PII, including verifications and background checks appropriate to the security level required for such data access;
- 13.1.6. maintain written records of all information reasonably necessary to demonstrate Subrecipient's compliance with this Agreement and applicable laws;
- 13.1.7. allow the City or its authorized agents to conduct audit inspection during the term of the Agreement, but no more than once per year, which may include providing access to the premises, documents, resources, personnel Subrecipient or Subrecipient's sub-contractors use in connection with the Services; provided however, the City may at its sole discretion accept a qualified and industry recognized independent third-party assessment report or certification (such as SSAE 18 SOC 2 or ISO/IEC 27001) provided by Subrecipient at no cost to the City in lieu of the audit inspection rights of this Section;

13.2. If Subrecipient becomes aware of any actual or potential data breach (each an "Incident") arising from Subrecipient's processing obligations pursuant to the Agreement, Subrecipient shall notify the City at SOC@phoenix.gov without undue delay within 48 hours; and:

- 13.2.1. provide the City with a detailed description of the Incident, the type of data that was the subject of the Incident, and the identity of each affected person as soon as such information can be collected or otherwise becomes available;
- 13.2.2. take action immediately, at Subrecipient's own expense, to investigate the Incident and to identify, prevent, and mitigate the effects of the Incident and to carry out any recovery or other action necessary to remedy the Incident;
- 13.2.3. cooperate with the City in investigating the occurrence, including making available all relevant records, logs, files, data reporting, and

other materials required to comply with applicable laws or as otherwise required by the City; and

- 13.2.4. not directly contact any individuals who may be impacted by the Incident or release or publish any filing, communication, notice, press release, or report concerning the Incident without the City's prior written approval (except where required to do so by applicable laws).

In addition to, and not in lieu of, all other rights and remedies available to the City, Subrecipient will defend, indemnify, and hold the City harmless against all losses, claims, costs, attorneys' fees, damages or proceedings arising out of Subrecipient's breach of this Section (Data Protection). Subrecipient's obligations pursuant to this Section (Data Protection) shall not be subject to any limits of liability or exclusions as may be stated elsewhere in the Agreement.

A violation of this Section shall be deemed to cause irreparable harm that justifies injunctive relief in court. A violation of this Section may at the City's discretion result in immediate termination of this Agreement without notice. The obligations of Subrecipient under this Section shall survive the termination of this Agreement.

14. CONTACTS WITH THIRD PARTIES:

- 14.1. Subrecipient or its subcontractors will not contact third parties to provide any information in connection to the Services provided under this Agreement without the prior written consent of the City. Should Subrecipient or its subcontractors be contacted by any person requesting information or requiring testimony relative to the Services provided under this Agreement or any other prior or existing Agreement with the City, Subrecipient or its subcontractors will promptly inform the City giving the particulars of the information sought and will not disclose such information or give such testimony without the written consent of the City or court order. The obligations of Subrecipient and its subcontractors under this Section will survive the termination of this Agreement.
- 14.2. Subrecipient agrees that the requirements of this Section will be incorporated into all subcontractor agreements entered into by the Subrecipient. It is further agreed that a violation of this Section will be deemed to cause irreparable harm that justifies injunctive relief in court. A violation of this Section may result in immediate termination of this Agreement without notice.
- 14.3. Nothing in this paragraph is intended to limit Subrecipient from sharing information as necessary to perform the contracted services with client consent in a manner that protects Personally Identifiable Information as necessary.

15. COMPLIANCE WITH LAWS

- 15.1.**The Subrecipient and its contractors and subcontractors paid with the proceeds of the Grant will give all notices and comply with all laws, ordinances, rules, building codes, regulations, guidance, and lawful orders of any public authority bearing on the performance of activities pursuant to this Agreement including the Housing and Community Development Act of 1974, as amended, 24 CFR Part 570, governing the use of CDBG funds. If the Subrecipient observes that any of the Agreement documents are in conflict with any laws, statutes, building codes, regulations, or guidance, it will promptly notify the City, in writing, and any necessary changes will be accomplished by appropriate written modification.
- 15.2.**The Subrecipient and its contractors will abide by all regulations pursuant to the Immigration and Naturalization Reform Act of 1986, specifically as it relates to employment and client services, and such other provisions as may be applicable.
- 15.3.**Should the Subrecipient perform any work knowing it to be contrary to applicable laws, ordinances, rules, building codes and/or regulations, and not give proper notice to the City, it will assume full responsibility therefore and will bear all cost incurred due to its negligence.
- 15.4.**The Subrecipient will comply with and require all contractors paid with funds provided by this Agreement to comply with all applicable provisions of federal law and the Housing and Community Development Act of 1974, as amended, 24 CFR Part 570, governing use of federal and CDBG funds including the following:
- 15.4.1. The Subrecipient will comply with the requirements and standards of 24 CFR Part 200, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," except as modified for CDBG funds in 24 CFR Part 570. The Subrecipient's financial management system will include at a minimum accurate, current and complete disclosures of the CDBG program; records which adequately identify the source and application of funds provided for financially assisted activities; effective control over and accountability for grant cash, real and personal property and other assets; comparison of actual outlays with budgeted amounts; and records supported by source documentation.
- 15.4.2. The Subrecipient will carry out its responsibilities in compliance with the Civil Rights Act of 1964 and the Title VIII of the Civil Rights Act of 1968, in order to affirmatively further fair housing; and to comply with the requirements of Executive Order 11063, as amended by Executive Order 12259; Title VI of the Civil Rights Act of 1964 (42 USC 2000d), 24 CFR Part 5, the prohibitions against age discrimination under the Age Discrimination Act of 1975 (42 USC 6101-07), the prohibitions against

discrimination on the basis of religion as amended in 24 CFR 570.602, and the prohibitions against discrimination against disabled individuals under Section 504 of the Rehabilitation Act of 1973 (19 USC 794), and compliance with the requirements of the Architectural Barriers Act of 1968 (42 USC 4151-4157).

- 15.4.3. In accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension," the Subrecipient agrees that neither it, nor its principals is presently debarred, suspended proposed for debarment, declared ineligible, or voluntarily excluded from participation in the transaction evidenced by this Agreement by any federal department, and agrees to comply with the requirements of 2 CFR 180 and 24 CFR 2424.
- 15.4.4. The Subrecipient agrees to comply with the provisions of the Copeland "Anti-Kick Back" Act (18 USC 874, 40 USC 3145) as supplemented by 29 CFR, part 3.
- 15.4.5. The Subrecipient agrees to comply with Section 109 of the Housing and Community Development Act of 1974, as amended (42 U.S.C. 5309), which provides that no otherwise qualified individual with disabilities in the United States shall, solely by reason of his or her race, color, religion, gender, national origin, age or disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination in employment, services, housing, building and services accessibility or any other aspects of this program. The discrimination prohibitions in the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1974 are also incorporated herein. If Subrecipient employs 15 or more employees, it will comply with the provisions of 24 CFR Part 8 that require Subrecipient to adopt a Section 504 grievance procedure, provide notice to its participants, applicants and employees, and perform an annual self-evaluation.
- 15.4.6. The Subrecipient will comply with the Architectural Barriers Act of 1968 (42 U.S.C. 4151), the Americans with Disabilities Act (42 USC 12131; 47 USC 155, 201, 218, and 225), and the Uniform Federal Accessibility Standards FED-STD-795 (April 1988) subject to the exceptions contained in 41 CFR, Subpart 101-19.604.
- 15.4.7. The Subrecipient will take reasonable steps to provide meaningful access for all persons with Limited English Proficiency as required by Title VI of the Civil Rights Act of 1964, Executive Order 13166, and HUD's final "Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient (LEP) Persons." The Subrecipient will submit documentation to City evidencing completion of Subrecipient's

responsibilities under this section, including Subrecipient's Language Access Plan, if applicable.

- 15.4.8. Affirmative Outreach. The Subrecipient must establish procedures to make known that use of the facilities, assistance and services are available to all on a nondiscriminatory basis. Such procedures must be likely to reach persons of any race, color, religion, sex, age, national origin, familial status, or disability who may qualify for the facilities 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.
- 15.4.9. The Subrecipient will comply with the Hatch Act, 5 USC 1501-1508, and must ensure that no funds provided, nor personnel employed under this Agreement, will be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S. Code.
- 15.4.10. The Subrecipient agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction or proselytization.
- 15.4.11. The Subrecipient will comply with all applicable laws, regulations, bulletins, and directions of HUD necessary to assure that the proceeds of the Subrecipient Grant are utilized in a manner which is consistent with the HUD Community Development Block Grant Program.

16. CONTINUING LIABILITY

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

17. AMENDMENTS:

Whenever an addition, deletion or alteration to the Services described in **Exhibit A – Scope of Work** substantially changes the Scope of Work thereby materially increasing or decreasing the cost of performance, a supplemental agreement must first be approved in writing by the City and Subrecipient before such addition, deletion or alteration will be performed. Changes to the Services may be made and the compensation to be paid to Subrecipient may be adjusted by mutual agreement, but in no event may the compensation exceed the amount authorized without further written authorization. It is specifically understood and agreed that no claim for extra

work done or materials furnished by Subrecipient will be allowed except as provided herein, nor will Subrecipient do any work or furnish any materials not covered by this Agreement unless first authorized in writing. Any work or materials furnished by Subrecipient without prior written authorization will be at Subrecipient's risk, cost and expense, and Subrecipient agrees to submit no claim for compensation or reimbursement for additional work done or materials furnished without prior written authorization.

18. NO ORAL ALTERATIONS:

No alteration or variation of the terms of this Agreement will be binding on the parties herein unless such alteration or variation is in writing and signed by each of the parties to this Agreement. No oral understanding or agreement not incorporated in this Agreement will be binding on any of the parties herein.

19. NOTICES:

19.1. Any notice, consent or other communication ("Notice") required or permitted under this Agreement will be in writing and either: (1) delivered in person; (2) sent via e-mail, return receipt requested; (3) sent via facsimile transmission; (4) deposited with any commercial air courier or express delivery service; or (5) deposited in the United States mail, postage prepaid.

If to Subrecipient:

Subrecipient Point of Contact
Subrecipient
Address
City, State Zip Code
Phone:
Email:

If to City:

City Point of Contact, Procurement Officer
City of Phoenix Housing Department
251 W. Washington Street 4th Floor
Phoenix, AZ 85003
Phone: (602) 262-6794
Email: hou.procurement@phoenix.gov

19.2. Notice will be deemed received: (1) at the time it is personally served; (2) on the day it is sent via e-mail; (3) on the day it is sent by facsimile transmission; (4) on the second day after its deposit with any commercial air courier or express delivery service; or (5) five business days after the Notice is deposited

in the United States mail as above provided. Any time period stated in a Notice will be computed from the time the Notice is deemed received.

19.3. Notices sent by e-mail and facsimile transmission will also be sent by regular mail to the recipient at the above address. This requirement for duplicate Notice is not intended to change the effective date of the Notice sent by e-mail or facsimile transmission.

20. INTEGRATION:

This Agreement, along with all exhibits and attachments hereto, constitutes and embodies the full and complete understanding and agreement of the parties hereto and supersedes all prior understandings, agreements, discussions, proposals, bids, negotiations, communications, and correspondence, whether oral or written. No representation, promise, inducement or statement of intention has been made by any party hereto which is not embodied in this Agreement, and no party will be bound by or liable for any statement of intention not so set forth.

21. GOVERNING LAW; FORUM; VENUE:

This Agreement is executed and delivered in the State of Arizona, and the substantive laws of the State of Arizona (without reference to choice of law principles) will govern their interpretation and enforcement. Any action brought to interpret or enforce any provision of this Agreement that cannot be administratively resolved, or otherwise related to or arising from this Agreement, will be commenced and maintained in the state or federal courts of the State of Arizona, Maricopa County, and each of the parties, to the extent permitted by law, consents to jurisdiction and venue in such courts for such purposes.

22. FISCAL YEAR CLAUSE:

The City's fiscal year begins July 1st and ends June 30th each calendar year. The City may make payment for services rendered or costs encumbered only during a fiscal year and for a period of 60 days immediately following the close of the fiscal year, under the provisions of Arizona Revised Statutes §42-17108. Therefore, Subrecipient must submit billings for services performed or costs incurred prior to the close of a fiscal year within ample time to allow payment within this 60-day period.

23. TERMINATION FOR CAUSE AND FOR CONVENIENCE

23.1. The City may terminate this Agreement in whole, or from time to time in part, for the City's convenience or the failure of the Subrecipient to fulfill the Agreement obligations (cause/default). The City shall terminate by delivering to the Subrecipient a written Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Subrecipient shall: (1) immediately discontinue all services affected (unless the notice directs

otherwise), and (2) deliver to the City all information, reports, papers, and other materials accumulated or generated in performing the Agreement, whether completed or in process.

23.2. If the termination is for the convenience of the City, the City shall be liable only for payment for services rendered before the effective date of the termination.

23.3. If the termination is due to the failure of the Subrecipient to fulfill its obligations under the Agreement (cause/default), the City may (1) require the Subrecipient to deliver to it, in the manner and to the extent directed by the City, any work described in the Notice of Termination; (2) take over the work and prosecute the same to completion by contract or otherwise, and the Subrecipient shall be liable for any additional cost incurred by the City; and (3) withhold any payments to the Subrecipient, for the purpose of set-off or partial payment, as the case may be, of amounts owned by the City by the Subrecipient. In the event of termination for cause/default, the City shall be liable to the Subrecipient for reasonable costs incurred by the Subrecipient before the effective date of the termination. Any dispute shall be decided by the Contracting Officer.

24. FINAL PAYMENT:

24.1. PAYMENT: The City will make final payment for all Services performed and accepted within 60 days after Subrecipient has delivered to the City any final progress reports, documentation, materials and evidence of costs and disbursement as required under this Agreement. Any use by the City of preliminary reports, raw data or other incomplete material returned by Subrecipient will be at the City's sole risk for such use.

24.2. TEMPORARY SUSPENSION: The City may, by written notice, direct Subrecipient to suspend performance on all or any part of the Services for such period of time as may be determined by the City to be necessary or desirable for its convenience. If such suspension causes additional expense to Subrecipient in performance, and not due to fault or negligence of Subrecipient, the payment will be adjusted on the basis of actual costs resulting directly from the suspension, and the period for performance of the Services will be extended by mutual agreement. Any claim by Subrecipient for a price adjustment must be supported by appropriate documentation asserted promptly after Subrecipient has been notified to suspend performance.

25. PROFESSIONAL COMPETENCY:

25.1. QUALIFICATIONS: Subrecipient represents that it is familiar with the nature and extent of this Agreement, the Services, and any conditions that may affect its performance under this Agreement. Subrecipient further represents that it is

fully experienced and properly qualified, is in compliance with all applicable license requirements, and is equipped, organized, and financed to perform such Services.

25.2.LEVEL OF CARE AND SKILL: Services provided by Subrecipient will be performed in a manner consistent with that level of care and skill ordinarily exercised by members of Subrecipient's profession currently practicing in the same industry under similar conditions. Acceptance or approval by the City of Subrecipient's work will in no way relieve Subrecipient of liability to the City for damages suffered or incurred arising from the failure of Subrecipient to adhere to the aforesaid standard of professional competence.

26. SPECIFIC PERFORMANCE:

Subrecipient agrees that in the event of a breach by Subrecipient of any material provision of this Agreement, the City will, upon proper action instituted by it, be entitled to a decree of specific performance thereof according to the terms of this Agreement. In the event the City will elect to treat any such breach on the part of Subrecipient as a discharge of the Agreement, the City may nevertheless maintain an action to recover damages arising out of such breach. This paragraph is not intended as a limitation of such other remedies as may be available to the City under law or equity.

27. FORCE MAJEURE:

Subrecipient will not be responsible or liable for, or deemed in breach hereof because of any delay in the performance of its obligations hereunder to the extent caused by circumstances beyond its control, without its fault or negligence, and that could not have been prevented by the exercise of due diligence, including but not limited to fires, natural disasters, riots, wars, unavoidable and unforeseeable site conditions, failure of the City to provide data within the City's possession or to make necessary decisions or provide necessary comments in connection with any required reports prepared by Subrecipient in connection with the Services and the unforeseeable inability to obtain necessary site access, authorization, permits, licenses, certifications and approvals (such causes hereafter referred to as "Force Majeure").

28. DOCUMENTATION:

28.1.DISSEMINATION AND RETENTION: There will be no dissemination or publication of any information gathered, or documents prepared in the course of the performance of the Services without the prior written consent of the City. Should the City, upon advice of counsel, deem it necessary, due to existing or anticipated litigation, to assert a legal privilege of protection and non-disclosure with regard to the subject matter of this Agreement, then, and in that event, upon written demand, Subrecipient will relinquish to the possession and control

of the City its entire file related to this Agreement and only those portions of said file deemed by the City to be not privileged will be returned to Subrecipient pending the resolution of the existing or anticipated litigation.

28.2.FORMAT AND QUALITY: All documents prepared by Subrecipient will be prepared in a format and at a quality approved by the City.

28.3.DOCUMENT REVIEW: Subrecipient will review all documents provided by the City related to the performance of the Services and will promptly notify the City of any defects or deficiencies discovered in such review.

28.4.SUBMITTALS: Subrecipient will provide timely and periodic submittals of all documents required of Subrecipient, including subcontracts, if any, as such become available to the City for review.

28.5. Nothing in this paragraph is intended to limit Subrecipient from sharing information as necessary to perform the contracted services with client consent in a manner that protects Personally Identifiable Information as necessary.

29.CONFLICTS OF INTEREST:

All parties hereto agree to abide by the provisions of 2 CFR 200.318 and 24 CFR 570.611, which include (but are not limited to) the following:

29.1. The Subrecipient must maintain a written code or standards or conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by federal funds.

29.2. No employee, officer, or agent of the Subrecipient will participate in the selection, or in the award, or administration of, a contract supported by federal funds if a conflict of interest, real or apparent would be involved. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract.

29.3. No covered persons who exercise or who have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant,

officer, or elected or appointed official of the City, the Subrecipient, or any designated public agency.

- 29.4.** The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of Subrecipient.

The CDBG program Conflict of Interest Provisions in 24 CFR 570.611 are applicable to this Agreement.

The City's Conflict of Interest rules are also applicable to this Agreement and the Subrecipient acknowledges the following:

- 29.4.1. Subrecipient acknowledges that, to the best of its knowledge, information and belief, no person has been employed or retained to solicit or secure this Agreement upon a promise of a commission, percentage, brokerage, or contingent fee, and that no member of the Phoenix City Council or any employee of the City has any financial interest in the consulting firm. For breach of violation of this warranty, the City will have the right to annul this Agreement without liability, including any such commission, percentage, brokerage or contingent fee.
- 29.4.2. The City reserves the right to immediately terminate the contract in the event that the City determines that Subrecipient has an actual or apparent conflict of interest.
- 29.4.3. Upon a finding by the City that gratuities in the form of entertainment, gifts or inducements were offered or given by Subrecipient, or any agent or representative of Subrecipient, to any officer or employee of the City for the purpose of securing this Agreement, or securing favorable treatment with respect to the awarding, amending, or making of any determination with respect to the performance of this Agreement, the City may, by one calendar day written notice to Subrecipient, terminate the right of Subrecipient to proceed under this Agreement, provided that the existence of the facts upon which the City made such finding will be an issue and may be litigated in an Arizona court of competent jurisdiction. In the event of such termination, the City will be entitled to the same remedies against Subrecipient as could be pursued in the event of default by Subrecipient.

This Agreement is subject to the requirements of Arizona Revised Statutes §38-511.

30. PUBLIC RECORDS:

- 30.1.** Notwithstanding any provisions of this Agreement regarding confidentiality, secrets, or protected rights, the Subrecipient acknowledges that all documents provided to the City may be subject to disclosure by laws related to open public

records. Consequently, the Subrecipient understands that disclosure of some or all of the items subject to this Agreement may be required by law.

30.2.In the event City receives a request for disclosure that is reasonably calculated to incorporate information that might be considered confidential by Subrecipient, the City agrees to provide the Subrecipient with notice of that request, which shall be deemed given when deposited by the City with the USPS for regular delivery to the address of the Subrecipient specified in their proposal. Within ten days of City notice by the City, the Subrecipient will inform the City in writing of any objection by the Subrecipient to the disclosure of the requested information. Failure by the Subrecipient to object timely shall be deemed to waive any objection and any remedy against the City for disclosure.

30.3.In the event the Subrecipient objects to disclosure within the time specified, the Subrecipient agrees to handle all aspects related to request, including properly communicating with the requestor and timely responding with information the disclosure of which the Subrecipient does not object thereto. Furthermore, the Subrecipient agrees to indemnify and hold harmless the City from any claims, actions, lawsuits, or any other controversy or remedy, in whatever form, that arises from the failure to comply with the request for information and the laws pertaining to public records, including defending the City in any legal action and payment of any penalties or judgments. This provision shall survive the termination of this Agreement.

31. CLAIMS OR DEMANDS AGAINST THE CITY:

31.1.Subrecipient acknowledges and accepts the provisions of Chapter 18, Section 14 of the Charter of the City of Phoenix, pertaining to claims or demands against the City, including provisions therein for set-off of indebtedness to the City against demands on the City, and Subrecipient agrees to adhere to the prescribed procedure for presentation of claims and demands. Nothing in Chapter 18, Section 14 of the Charter of the City of Phoenix alters, amends or modifies the supplemental and complementary requirements of the State of Arizona Notice of Claim statutes, Arizona Revised Statutes §§ 12-821 and 12-821.01, pertaining to claims or demands against the City. If for any reason it is determined that the City Charter and state law conflict, then state law will control.

31.2.Moreover, nothing in this Agreement will constitute a dispute resolution process, an administrative claims process, or contractual term as used in Arizona Revised Statutes § 12-821.01(C), sufficient to affect the date on which the cause of action accrues within Arizona Revised Statutes § 12-821.01(A) and (B).

32. WAIVER OF CLAIMS FOR ANTICIPATED PROFITS:

Subrecipient waives any claims against the City and its officers, officials, agents and employees for loss of anticipated profits caused by any suit or proceeding, directly or indirectly, involving any part of this Agreement.

33. CONTINUATION DURING DISPUTES:

33.1. Subrecipient agrees as a condition of this Agreement that in the event of any dispute between the parties, provided no Notice of Termination has been given by the City, and if it is feasible under the terms of this Agreement each party will continue to perform the obligations not related to the dispute required of it during the resolution of such dispute, unless enjoined or prohibited by a court of competent jurisdiction.

33.2. Failure or delay by either party to exercise any right, power or privilege specified in or appurtenant to this Agreement will not be deemed a waiver.

34. THIRD PARTY BENEFICIARY CLAUSE:

The parties expressly agree that this Agreement is not intended by any of its provisions to create any right of the public or any member thereof as a third party beneficiary nor to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement.

35. NO ISRAEL BOYCOTT:

By entering into this Agreement, the Subrecipient certifies that they are not currently engaged in, and agrees for the duration of the Agreement to not engage in, a boycott of goods or services from Israel.

36. NO FORCED LABOR OF ETHNIC UYGHURS

If this Agreement requires Subrecipient (a company engaging in for-profit activity and having ten or more full-time employees) to acquire or dispose of services, supplies, information technology, goods, or construction, then pursuant to Title 35, Chapter 2, Article 10 of the Arizona Revised Statutes Subrecipient must certify and agree that it and any contractors, subcontractors, or suppliers it utilizes do not and will not use the forced labor of ethnic Uyghurs in the People's Republic of China or any goods or services produced by such forced labor. Provided these statutory requirements are applicable, Subrecipient, by entering this Agreement, now certifies it is not currently engaged in, and agrees for the duration of the Agreement to not engage in, (a) the use of forced labor of ethnic Uyghurs in the People's Republic of China; (b) the use of any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; or (c) the use of any contractors, subcontractors, or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.

37. EQUAL EMPLOYMENT OPPORTUNITY AND PAY:

In order to do business with the city, Subrecipient must comply with Phoenix City Code, 1969, chapter 18, Article V, as amended, equal employment opportunity requirements. Subrecipient will direct any questions in regard to these requirements to the Equal Opportunity Department, (602) 262-6790.

For a contractor with 35 employees or fewer: Subrecipient in performing under this agreement shall not discriminate against any worker, employee or applicant, or any member of the public, because of race, color, religion, sex, national origin, age, or disability, nor otherwise commit an unfair employment practice. The Subrecipient will ensure that applicants are employed, and employees are dealt with during employment without regard to their race, color, religion, sex, national origin, age, or disability. Such action shall include but not be limited to the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training; including apprenticeship. The Subrecipient further agrees that this clause will be incorporated in all subcontracts related to this agreement that involve furnishing skilled, unskilled and union labor, or who may perform any such labor or services in connection with this agreement. Subrecipient further agrees that this clause will be incorporated in all subcontracts, contractor agreements or subleases of this agreement entered into by supplier/lessee.

For a contractor with more than 35 employees: Subrecipient in performing under this agreement shall not discriminate against any worker, employee or applicant, or any member of the public, because of race, color, religion, sex, national origin, age, or disability, nor otherwise commit an unfair employment practice. The Subrecipient will ensure that applicants are employed, and employees are dealt with during employment without regard to their race, color, religion, sex, national origin, age, or disability, and shall adhere to a policy to pay equal compensation to men and women who perform jobs that require substantially equal skill, effort, and responsibility, and that are performed within the same establishment under similar working conditions. Such action shall include but not be limited to the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training; including apprenticeship. The Subrecipient further agrees that this clause will be incorporated in all subcontracts with all labor organizations furnishing skilled, unskilled and union labor, or who may perform any such labor or services in connection with this Agreement. Subrecipient further agrees that this clause will be incorporated in all subcontracts, job-contractor agreements or subleases of this agreement entered into by supplier/lessee. The Subrecipient further agrees not to discriminate against any worker, employee or applicant, or any member of the public, because of sexual orientation or gender identity or expression and shall

ensure that applicants are employed, and employees are dealt with during employment without regard to their sexual orientation or gender identity or expression.

DOCUMENTATION: Suppliers and lessees may be required to provide additional documentation to the equal opportunity department affirming that a nondiscriminatory policy is being utilized.

MONITORING: The Equal Opportunity Department shall monitor the employment policies and practices of suppliers and lessees subject to this article as deemed necessary. The Equal Opportunity Department is authorized to conduct on-site compliance reviews of selected firms, which may include an audit of personnel and payroll records, if necessary.

APPROVALS

IN WITNESS WHEREOF, the parties herein have caused this Agreement to be executed, effective as of the date in the first paragraph (the “Effective Date”);

CITY OF PHOENIX, a municipal corporation
JEFFREY BARTON, City Manager
corporation

SUBRECIPIENT NAME,
a State of Arizona, **type of business**

By: _____
Titus Mathew
Housing Director

By: _____
Authorized Signer Name
Authorized Signer Title

ATTEST:

City Clerk

APPROVED AS TO FORM,
Julie M. Kriegh, City Attorney

By: _____
Paul M. Li Assistant Chief Counsel

EXHIBIT A – SCOPE OF WORK
Phoenix Starfish Place for Victims of Human Trafficking

1. BACKGROUND

The City of Phoenix established Phoenix Starfish Place (PSP) in 2017 to provide direct services in a residential setting to the victims of female human trafficking survivors with a specific focus on female victims of sex trafficking and their immediate families. The program is located at a city owned fifteen-unit apartment complex where residents receive supportive services, direct counseling, assistance developing life and parenting skills, assistance with their educational goals and with gaining meaningful employment. The goal of Phoenix Starfish Place is to provide residents with the support, skills and tools needed to break-a-way from their former circumstances and become independent productive members of the community.

Phoenix Starfish Place, built in 2013, is a 15-unit multi-family housing community originally designed to serve as transitional housing for families experiencing homelessness as a result of sex trafficking. The property sits on 1.8 acres and includes a mixture of two- and three-bedroom units. A 4,000-square foot resident services building includes a multi-purpose space with kitchen amenities; an early childhood classroom space; and rooms for programming and activities. The building also has three private offices for on-site staff. One will be designated to the property management company and two to the agency selected to provide case management services through this solicitation. The address is unpublished.

2. OBJECTIVE

Working in tandem with our partners from Arizona State University (ASU) and the property management firm retained to manage the physical assets of Phoenix Starfish Place, the proposer shall develop programs to address the immediate and long term needs of residents. “Success” for residents means achieving independence from their traffickers, completion of up to a two-year on-site housing supportive program, and living independently with or without a Section 8 Housing Choice Voucher, after leaving Phoenix Starfish Place,

3. SERVICE DESCRIPTION:

Phoenix Starfish Place is a program that is evolving and moving to a two-year transitional living facility. As such, proposers may be required to develop standard practices and program guidelines that may change over time. Close coordination with key stakeholders (ASU, the city of Phoenix Housing Department, city of Phoenix Human Services Department and the selected property management firm) is required in the development of operational policies and procedures and for the daily administration of the services contracted. For the purposes of contract administration, proposer shall be responsive to the Housing Services department.

Phoenix Starfish Place will provide transitional housing for fifteen households who are female human trafficking survivors with a specific focus on female victims of sex trafficking. Existing residents currently occupy this property with a Section 8 Housing Choice Voucher (HCV) and will be offered the choice to take their HCV and move off-site or remain on site without an HCV and participate in an up to two-year transitional program. After successful completion of the program, subject to eligibility, residents will be offered a new HCV to move off-site and subsidize the monthly rental fee, contributing a percentage of their income towards rent.

Eligible new households will be referred through Arizona State University and approved for housing by the city of Phoenix Housing Department and Property Management Company. Upon completion of an up to two-year on-site housing supportive program, subject to eligibility, residents will be offered a Section 8 Housing Choice Voucher (HCV) to move off-site and subsidize the monthly rental fee, contributing a percentage of their income towards rent. Two full-time case managers will provide trauma informed case management and support services on-site to resident households. Additional services coordinated by Arizona State University and provided by a variety of city of Phoenix program(s) and community-based provider agencies will also be available to resident households on-site.

Proposer Shall:

- 3.1.** Provide full time case management services seven days a week, excluding holidays.
- 3.2.** Coordinate programming, service delivery and case management efforts with ASU.
- 3.3.** In conjunction with key stakeholders, develop a PSP Program Manual for distribution to new residents to include at least:
 - a. Welcoming statement
 - b. Program Overview
 - c. Program statement of goals for residents
 - d. Identification of key stakeholders and responsibilities of each
 - e. Resident Eligibility requirements
 - f. Apartment Lease Requirements
 - g. Program Participation Requirements
 - h. Program details including offered services
 - i. Resident Grievance Process
 - j. Resident code of conduct
- 3.4.** Develop and/or update policies and procedures for primary work functions in conjunction with key stakeholders to include at least the following:
 - a. Referral process
 - b. Eligibility and Assessment process
 - c. Housing Application process
 - d. Move-In/Move-Out process
 - e. Case Management process
 - f. Conflict resolution

3.5. Develop performance measures in conjunction with key stakeholders to include at least:

- a. Achieving housing stability
- b. Improved health and wellness of residents
- c. Establishing systems of support
- d. Client satisfaction
- e. Program participation

3.6. Participate in scheduled update meetings as established by the City by:

- a. Providing routine updates on resident participation in program activities
- b. Reporting issues related to the health and welfare of residents
- c. Reporting on program and resident success stories
- d. Raising issues in a timely and productive manner
- e. Participate in other meetings as scheduled

4. INTAKE AND ASSESSMENT

Proposer shall:

- 4.1.** Receive and manage incoming referrals from the City of Phoenix or its designee(s).
- 4.2.** Contact referred clients to schedule eligibility appointments within timeframe established in PSP Policy.
- 4.3.** Provide applicants with program overview and conduct eligibility assessment.
- 4.4.** Assist applicants in obtaining legal records and documentation necessary to apply for housing.

5. HOUSING APPLICATION ASSISTANCE

Proposer shall:

- 5.1.** Receive and manage incoming referrals
- 5.2.** Assist referred household with completion of all applications.
- 5.3.** Coordinate with Housing department staff to facilitate timely completion of the process and communicate progress with household.
- 5.4.** Assist referred household with completion of PSP property management company application.
- 5.5.** Coordinate with the property management company to facilitate timely completion of the process and communicate progress with household.
- 5.6.** Assist household in obtaining rent/utility deposits and other move-in fees when applicable.

6. MOVE-IN ASSISTANCE

Proposer Shall:

- 6.1. Provide a program orientation including providing a program manual within the three business days of move-in or within the timeframe established in the Starfish Place Program Manual.
- 6.2. Assist new residents with resources and/or referrals for basic household goods as needed.
- 6.3. Ensure households have adequate food and necessities for first week of move-in.

7. CASE MANAGEMENT

Contractor shall:

- 7.1. Establish a positive, hopeful relationship with the client.
- 7.2. Assess client strengths and needs.
- 7.3. Within 30 days of move-in develop, an individualized Client Success/Self Sufficiency Plan to achieve desired outcomes in partnership with the client. This should include goals related to employment, education and training, and participation in clinical services. Service Plan to be reviewed with client at least every 90 days.
- 7.4. Based on the Client Success Self Sufficiency Plan, proposer will locate needed services and supports, ensure that client is linked to these providers and services and follow-up to ensure client connection to the desired services has been achieved.
- 7.5. Monitor, coordinate, and adjust services and supports to achieve desired outcomes as part of the 90-day review of the Plan.
- 7.6. Provide crisis prevention, intervention, and support services to all clients.
- 7.7. Advocate for the client as required to achieve needed services.
- 7.8. Maintain client records and confidentiality in accordance with established agency policy and contract requirements.

8. SUPPORT SERVICES

Contractor shall:

- 8.1. Provide general and victim specific support services to meet the individual needs of each client household and the collective needs of the resident community.
- 8.2. Leverage public, private and community-based resources to enhance the variety, extent, and accessibility of support services.
- 8.3. Partner with the property management company to support client residents with tenant concerns.
- 8.4. Facilitate group activities to promote a supportive, healing community environment. Group activities will include two groups at a minimum. This will include six sessions per month, one every other Monday night i.e. financial literacy, health relationships, sober living or parenting and one every Saturday morning parenting support group.
- 8.5. Provide childcare on Monday and Wednesdays from 5:00 – 7:00 pm and Saturday mornings from 9:00 am – 12 noon.
- 8.6. Support services to be provided include:
 - a. navigating the legal system
 - b. addressing issues of child custody, support, and reunification

- c. addressing urgent healthcare and psychiatric needs, and establishing regular health, dental and psychiatric care
- d. assisting with credit restoration and financial literacy
- e. access to adult education and training, workforce and career development, and employment search and acquisition.
- f. therapeutic support modalities such as therapeutic yoga, sensory-based interventions, and animal assisted therapy classes and support groups on topics including parenting, sobriety; healthy relationships, etc.

9. PERFORMANCE MEASURES

Contractor Shall:

- 9.1.** Track and report on PSP performance measures developed in conjunction with key stakeholders per 3.3 above.
- 9.2.** Conduct and report on PSP client satisfaction measures developed in conjunction with key stakeholders per 3.3 above.

10. APPLICANT ELIGIBILITY REQUIREMENTS:

Eligible applicants will be required to meet the following criteria:

- 10.1.** Personally identify as a victim or survivor of domestic sex trafficking
- 10.2.** Have at least one dependent child under their care
- 10.3.** If they are identified as having a substance abuse disorder, they will have engaged in alcohol and substance abuse recovery for a minimum of six months prior to applying
- 10.4.** Determined Literally Homeless or Chronically Homeless in compliance with the 1/2016 definition of “Chronically Homeless” under the U.S. Department of Housing and Urban Development
- 10.5.** Documentation of homeless status
- 10.6.** Income eligible based on 50 percent of the area median income
- 10.7.** Need for ongoing support services
- 10.8.** All members of the household must pass a background check
 - a. There will be allowances for criminal histories for victims of sex trafficking applying to live at Phoenix Starfish Place. Each case will be considered individually with flexibility allowed with an explanation from the applicant and subject to approval from the Housing Department. There will be very limited exceptions of the following:
 - 10.8.a.1. Any criminal action that is aggressively violent in nature
 - 10.8.a.2. Violent crimes (aggravated assault/battery, anything including homicide/murder, kidnapping)
 - 10.8.a.3. Any sexual offenses (except for prostitution-related crimes)
 - 10.8.a.4. Child abuse crimes
 - 10.8.a.5. Drug manufacturing (for the purpose of sale)
 - 10.8.a.6. Weapon charges

11. PROGRAM PREFERENCE REQUIREMENT:

All applicants **MUST** be referred by the referral agency. Applicants/Residents must qualify and adhere to the guidelines specified below:

- 11.1.**The applicant/resident will actively engage in supportive services at the level agreed upon by the resident and the case manager.
- 11.2.**The applicant/resident will allow the case manager to enter the residence as often as determined necessary, but at least once monthly with a 48-hour notice.
- 11.3.**Rent or a resident contribution may be charged based on up to 30 percent of the household adjusted gross income. Residents are required to notify the City and case manager within 10 days if household income or composition changes for any reason.
- 11.4.**Residents are bound by a month-to-month rental agreement, eligible for renewal, subject to completion of up to a two-year on-site housing supportive program. This agreement will have an addendum regarding the mandatory requirements for the program. Resident must notify in writing both the property manager and the case manager before vacating the unit/program. This must be done 30 days before the first day of the month in which you plan to move.
- 11.5.**Residents must remain in compliance with the Property Rental Agreement, including landlord/owner requirements regarding overnight guests and household rules. No overnight guests are permitted. Special circumstances warranting overnight guests may be considered on a case-by-case basis (e.g., medical needs) and only permitted with prior written approval from the Starfish Place administration team.

12. STAFF QUALIFICATIONS

Information below applies to on-site case managers providing direct services as specified in this solicitation. The cost of supervision is eligible for reimbursement, but staff qualifications for supervisory positions are not specified.

- 12.1.**Staffing: Two case managers, with one Senior Case Manager who can make decisions on program admissions and discharges and is a seasoned provider.
- 12.2.**Education and Experience
 - 12.2.1. Master's degree in social services or behavioral health related field preferred. Bachelor's degree in social services or behavioral health related field and/or 5 or more years of experience working with victims of sex trafficking acceptable with case-by-case determination.
 - 12.2.2. Lived experience (peer) preferred.
- 12.3.**Competency Requirements: Case managers must have completed training in the following areas:
 - 12.3.1. Trauma informed care
 - 12.3.2. Motivational interviewing
 - 12.3.3. Recovery and harm reduction

- 12.3.4. Cultural competency
- 12.3.5. Crisis intervention
- 12.3.6. Public benefits such as SNAPS, AHCCCS, SSI, SSDI etc.
- 12.3.7. Local service providers and support systems for social, leisure, spiritual, mental health, and substance abuse issues.
- 12.3.8. Personal integrity, ethical decision making, strong personal boundaries
- 12.3.9. Strength-Based Positive Parenting Program (PPP)
- 12.3.10. Sanctuary Model training provided by ASU

12.4. Annual Training Requirements:

- 12.4.1. Physical and health safety training (including blood-borne pathogens) (annual certification)
- 12.4.2. CPR/First Aid (annual certification)

13. SERVICE HOURS AND LOCATION

13.1. Location – Phoenix Starfish Place is located within the boundaries of the City of Phoenix in a multi-family housing complex. The address is unpublished for the purpose of resident safety. Two private offices are provided for case managers in the resident services building. A third office is occupied by the property management company staff. Services shall be provided on-site.

13.2. Hours – Case Management services shall be available seven (7) days per week, and accessible to residents with varying schedules. Standard hours of operation to be 8AM to 6 PM Monday through Friday and 9AM to 3 PM Saturday and Sunday. Split schedules and varying shifts are acceptable to the extent they are in the best interest of the residents. A regular schedule must be established and posted. Deviations from the schedule are permissible for holidays and special events but must be posted in advance per an established organizational policy.

13.3. Case manager will participate in community outreach for the Drop In Centers and monthly outreach with law enforcement.

14. REPORTING REQUIREMENTS:

14.1. Monthly Payment Request: Proposer shall submit a monthly payment request, supporting documentation, and program reports via email to zona.pacheco@phoenix.gov for reimbursement no later than the 15th day following the end of the reporting month (i.e., February 15th for the January report). Submission to include:

- Program Invoices and Supporting Documentation
- Contract Payment Request Form
- Monthly CDBG Demographic Report. See attachment D for Sample Report.
- Monthly CDBG Performance Report
- Client Satisfaction Survey will be submitted annually on the anniversary of this agreement.

- 14.2.** Monthly Report: Proposer will submit monthly reports of services delivered by the 15th day of each month for the previous month. The last monthly report for each contract year may be omitted and replaced by the annual report.
- 14.3.** Annual Report: Proposer will submit an annual report for each contract year, due on the last day of the month of the new contract year. Proposer will submit a final annual report at the end of the contract term.
- 14.4.** Proposer will develop and submit for approval an annual resident satisfaction survey by the end of the sixth month of the term of any resulting agreement. The formal report of survey results to be submitted as part of the annual reported described in paragraph 14.3 (above).
- 14.5.** Provide any other report as requested by the City. The City reserves the right to add, remove or revise reporting requirements at its discretion.

EXHIBIT B – ITEMIZED SERVICE BUDGET

[attached on the following page.]

EXHIBIT C – INDEMNIFICATION & INSURANCE REQUIREMENTS

1. **DEFENSE AND INDEMNIFICATION CLAUSE:**

Subrecipient (“Indemnitor”) must defend, indemnify, and hold harmless the City of Phoenix and its officers, officials (elected or appointed), agents, and employees (“Indemnitee”) from and against any and all claims, actions, liabilities, damages, losses, or expenses (including but not limited to court costs, attorney fees, expert fees, and costs of claim processing, investigation and litigation) of any nature or kind whatsoever (“Losses”) caused, or alleged to be caused, in whole or in part, by the wrongful, negligent or willful acts, or errors or omissions of Indemnitor or any of its owners, officers, directors, members, managers, agents, employees or subcontractors (“Indemnitor’s Agents”) arising out of or in connection with this Agreement. This defense and indemnity obligation includes holding Indemnitee harmless for any Losses or other amount arising out of or recovered under any state’s Workers’ Compensation Law or arising out of the failure of Indemnitor or Indemnitor’s Agents to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. Indemnitor’s duty to defend Indemnitee accrues immediately at the time a claim is threatened or a claim is made against Indemnitee, whichever is first. Indemnitor’s duty to defend exists regardless of whether Indemnitor is ultimately found liable. Indemnitor must indemnify Indemnitee from and against any and all Losses, except where it is proven that those Losses are solely as a result of Indemnitee’s own negligent or willful acts or omissions. Indemnitor will be responsible for primary loss investigation, defense and judgment costs where this indemnification applies. In consideration of the award of this Agreement, Indemnitor agrees to waive all rights of subrogation against Indemnitee for losses arising from or related to any work performed by Indemnitor or Indemnitor’s Agents for the City of Phoenix. The obligations of Indemnitor under this provision survive the termination or expiration of this Agreement.

2. **INSURANCE REQUIREMENTS:**

Subrecipient and subcontractors must procure insurance against claims that may arise from or relate to performance of the work hereunder by Subrecipient and its agents, representatives, employees and subcontractors. Subrecipient and subcontractors must maintain that insurance until all their obligations have been discharged, including any warranty periods under this Agreement.

The City in no way warrants that the limits stated in this section are sufficient to protect the Subrecipient from liabilities that might arise out of the performance of the work under this Agreement by the Subrecipient, its agents, representatives, employees or subcontractors and Subrecipient may purchase additional insurance as they determine necessary.

- 2.1. **SCOPE AND LIMITS OF INSURANCE:** Subrecipient must provide coverage with limits of liability not less than those stated below. An excess liability policy or umbrella liability policy may be used to meet the liability limits provided that

(1) the coverage is written on a “following form” basis, and (2) all terms under each line of coverage below are met.

2.1.1. Commercial General Liability – Occurrence Form

General Aggregate	\$2,000,000
Products – Completed Operations Aggregate	\$1,000,000
Personal and Advertising Injury	\$1,000,000
Each Occurrence	\$1,000,000

- The policy must be endorsed to include coverage for sexual abuse and molestation.
- The policy must name the City of Phoenix as an additional insured with respect to liability for bodily injury, property damage and personal and advertising injury with respect to premises, ongoing operations, products and completed operations and liability assumed under an insured contract arising out of the activities performed by, or on behalf of the Subrecipient related to this Agreement.
- There shall be no endorsement or modification which limits the scope of coverage or the policy limits available to the City of Phoenix as an additional insured.
- City of Phoenix is an additional insured to the full limits of liability purchased by the Subrecipient.
- The Subrecipient’s insurance coverage must be primary and non-contributory with respect to any insurance or self-insurance carried by the City.

2.1.2. Automobile Liability (if applicable)

Bodily Injury and Property Damage coverage for any owned, hired, and non-owned vehicles used in the performance of this Agreement.

Combined Single Limit (CSL) \$1,000,000

- The policy must be endorsed to include the City of Phoenix as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Subrecipient, relating to this Agreement.
- City of Phoenix is an additional insured to the full limits of liability purchased by the Subrecipient.

- The Subrecipient’s insurance coverage must be primary and non-contributory with respect to any insurance or self-insurance carried by the City.

2.1.3. Worker’s Compensation and Employers’ Liability

Workers’ Compensation	Statutory
Employers’ Liability	
Each Accident	\$100,000
Disease – Each Employee	\$100,000
Disease – Policy Limit	\$500,000

- Policy must contain a waiver of subrogation against the City of Phoenix.
- This requirement does not apply when a contractor or subcontractor is exempt under A.R.S. §23-902(E), **AND** when such contractor or subcontractor executes the appropriate sole proprietor waiver form.

2.1.4. Professional Liability (Errors and Omissions Liability)

Each Claim	\$1,000,000
Annual Aggregate	\$1,000,000

- The policy must cover liability arising from the failure to meet the professional standards required or expected in the delivery of those services as defined in the Scope of Services of this Agreement.
- Subrecipient warrants that any retroactive date under the policy must precede the effective date of this Agreement; and that either continuous coverage will be maintained, or an extended reporting period will be exercised for a period of two (2) years beginning at the time work under this Agreement is completed.

- 3. NOTICE OF CANCELLATION:** For each insurance policy required by the insurance provisions of this Agreement, the Subrecipient must provide to the City, within 5 business days of receipt, a notice if a policy is suspended, voided or cancelled for any reason. Such notice must be emailed to hou.procurement@phoenix.gov.
- 4. ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers duly licensed or authorized to do business in the state of Arizona and with an “A.M. Best” rating of not less than B+ VI. The City in no way warrants that the above-required minimum insurer rating is sufficient to protect the Subrecipient from potential insurer insolvency.
- 5. VERIFICATION OF COVERAGE:** Subrecipient must furnish the City with certificates of insurance (ACORD form or equivalent approved by the City) as required by this

Agreement. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and any required endorsements are to be received and approved by the City before work commences. Each insurance policy required by this Agreement must be in effect at or prior to commencement of work under this Agreement and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Agreement or to provide evidence of renewal is a material breach of contract.

All certificates required by this Agreement must be sent directly to **hou.procurement@phoenix.gov**. The City project/contract number and project description must be noted on the certificate of insurance. The City reserves the right to require complete, certified copies of all insurance policies required by this Agreement at any time. **DO NOT SEND CERTIFICATES OF INSURANCE TO THE CITY'S RISK MANAGEMENT DIVISION.**

6. **SUBCONTRACTORS:** Subrecipient's certificates shall include all subcontractors as additional insureds under its policies **OR** Subrecipient shall be responsible for ensuring and verifying that all subcontractors have valid and collectable insurance. At any time throughout the life of the Agreement, the City of Phoenix reserves the right to require proof from the Subrecipient that its subcontractors have insurance coverage. All subcontractors providing services included under this Agreement's Scope of Services are subject to the insurance coverages identified above and must include the City of Phoenix as an additional insured. In certain circumstances, the Subrecipient may, on behalf of its subcontractors, waive a specific type of coverage or limit of liability where appropriate to the type of work being performed under the subcontract. Subrecipient assumes liability for all subcontractors with respect to this Agreement.
7. **APPROVAL:** Any modification or variation from the insurance coverages and conditions in this Agreement must be documented by an executed contract amendment.

EXHIBIT D – SUBRECIPIENT’S CERTIFICATE OF INSURANCE

[attached on the following page.]

EXHIBIT E – SUPPLEMENTAL TERMS AND CONDITIONS

Subrecipient Name: Enter Name

Subrecipient Unique Entity Identifier: Enter UEI

Federal Award Identification Number: 14.218

Federal Award Date: Enter Date

Subaward Period of Performance Start and End Date: Effective date of contract through [end of federal grant period of performance]

Subaward Budget Period Start and End Date: Effective date of contract through [end of federal grant period of performance]

Amount of Federal Funds Obligated to Subrecipient: \$XXXXXX

Total Amount of Federal Funds Obligated to the Subrecipient: \$XXXXXX

Total Amount of the Federal Award Committed to the Subrecipient: \$XXXXXX

Federal Award Project Description: Community Development Block Grant
Coronavirus Aid, Relief, and Economic Security Act

Name of Federal Award Agency: U.S. Department of Housing and Urban
Development

Name of pass-through entity: City of Phoenix

Assistance Listing number and Title: 14.218, Community Development Block
Grants/Entitlement Grants

Research and Development (R&D) Identification: Yes/No

Indirect Cost Rate for Federal Award: de minimis rate of 10%

1. CONTRACT WORKER BACKGROUND SCREENING:

(a) Subrecipient agrees that all Subrecipient workers and subcontractors (collectively “Contract Worker(s)”) that Subrecipient furnishes to the City pursuant to this Agreement are subject to background and security checks and screening (collectively “Background Screening”) at Subrecipient’s sole cost and expense as set forth in this Section. The Background Screening provided by Subrecipient will comply with all applicable laws, rules and regulations. Subrecipient further agrees that the Background Screening required in this Section is necessary to preserve and protect public health, safety and welfare.

(b) The background screening requirements set forth in this section are the minimum requirements for the Agreement. The City in no way warrants that these minimum requirements are sufficient to protect Subrecipient from any liabilities that may arise out of the Subrecipient’s services under this agreement or Subrecipient’s failure to comply with this section. Therefore, in addition to the specific measures set forth below, Subrecipient and its Contract Workers will take such other reasonable, prudent and necessary measures to further preserve and protect public health, safety and welfare when providing services under this Agreement.

(c) Background Screening Requirements and Criteria. The City has established two levels of risk: Standard and Maximum and associated background screening. The current risk level and background screening required for this Agreement is **MAXIMUM RISK**. If the scope of work changes, the City may amend the level of risk, which could require the Subrecipient to incur additional contract costs to obtain background screens or badges.

1. Standard Risk Level

A standard risk background screening will be performed when the Contract Worker's work assignment will:

- (i) require a badge or key for access to City facilities; or
- (ii) allow any access to sensitive, confidential records, personal identifying information or restricted City information; or
- (iii) allow unescorted access to City facilities during normal and non-business hours.

The background screening for this standard risk level will include a background check for real identity/legal name, and will include felony and misdemeanor records from any county in the United States, the state of Arizona, plus any other jurisdiction where the Contract Worker has lived at any time in the preceding seven (7) years from the Contract Worker's proposed date of hire.

2. Maximum Risk Level

A maximum risk background screening will be performed when the Contract Worker's work assignment will:

- (i) include working directly with vulnerable adults or children (under age 18); or
- (ii) have any responsibility for the receipt of payment of City funds or control of inventories, assets, or records that are at risk of misappropriation; or
- (iii) have unescorted access to City data centers, money rooms, high-value equipment rooms, or critical infrastructure sites/facilities; or
- (iv) have access to private residences; or
- (v) have direct or remote access to Criminal Justice Information Systems (CIS) infrastructure.

The background screening for this maximum risk level will include a background check for real identity/legal name, and will include felony and misdemeanor records from any county in the United States, the State of Arizona, plus any other jurisdiction where the Contract worker has lived at any time in the preceding seven years from the Contract Worker's proposed date of hire. In addition, Maximum screening levels may require additional checks as included herein, depending on the scope of work, and may be amended if the scope of work changes.

Fingerprint verification is required when the Contract Worker is working directly with children or vulnerable adults. A current Department of Public Safety (DPS) Administration Level fingerprint card satisfies the requirements of a Maximum Risk background check and fingerprint verification.

Additional requirements will apply to any contract where the scope of work includes child care.

(d) Subrecipient Certification; City Approval of Standard or Maximum Risk Background Screening.

Unless otherwise provided for in the Scope of Work, Subrecipient will be responsible for (a) determining whether Contract Worker(s) are disqualified from performing work for the City; (b) submitting pass/fail results to the City for approval for maximum risk level background checks; (c) reviewing the results of the background check every three to five years, dependent on scope; (d) engaging in whatever due diligence is necessary to make the decision on whether to disqualify a Contract Worker; and (e) submitting the list of qualified Contract Workers to the contracting department.

For Maximum Risk background screenings, upon review of the background information the City will advise the Subrecipient if it believes a Contract Worker should be disqualified. The Subrecipient will evaluate the Contract Worker and if the Subrecipient believes that there are extenuating circumstances that suggest that the person should not be disqualified, the Subrecipient will discuss those circumstances with the City. The City's decision on disqualification of a Contract Worker is final. The City's final documented decision will be an "approve" or "deny" for identified Contract Workers. The City will not keep records related to background checks once they are confirmed. Information to verify the results will be returned to the Subrecipient, or any contracted agency that assists with review, after the City's completed review.

By executing this agreement, Subrecipient certifies and warrants that Subrecipient has read the background screening requirements and criteria in this section, and that all background screening information furnished to the City is accurate and current. By executing this agreement, Subrecipient further certifies and warrants that Subrecipient has satisfied all such background screening requirements for either standard or maximum risk background screening, and verified legal worker status, as required.

Contract Workers will not apply for the appropriate City of Phoenix identification and access badge or keys until Subrecipient has received the City's written acceptance of Contract Worker's maximum risk background screening. The City may, in its sole discretion, accept or reject any or all the Contract Workers proposed by Subrecipient for performing work under this Agreement. A Contract Worker rejected for work at a

maximum risk level under this agreement will not be proposed to perform work under other City contracts or engagements without City's prior written approval.

(e) Terms of This Section Applicable to all of Subrecipient's Contracts and Subcontracts: Subrecipient will include the terms of this section for Contract Worker background screening in all contracts and subcontracts for services furnished under this Agreement.

(f) Materiality of Background Screening Requirements; Indemnity. The background screening requirements are material to City's entry into this agreement and any breach of these provisions will be deemed a material breach of this Agreement. In addition to the indemnity provisions set forth in this agreement, Subrecipient will defend, indemnify and hold harmless the City for all claims arising out of this background screening section including, but not limited to, the disqualifications of a Contract Worker by Subrecipient. The background screening requirements are the minimum requirements for the Agreement. The City in no way warrants that these minimum requirements are sufficient to protect Subrecipient from any liabilities that may arise out of the Subrecipient's services under this Agreement or Subrecipient's failure to comply with this section. Therefore, Subrecipient and its Contract Workers will take any reasonable, prudent and necessary measures to preserve and protect public health, safety and welfare when providing services under this Agreement.

(g) Continuing Duty; Audit. Subrecipient's obligations and requirements that Contract Workers satisfy this Background Screening Section will continue throughout the entire term of this Agreement. Subrecipient will notify the City immediately of any change to a Background Screening of a Contract Worker previously approved by the City. Subrecipient will maintain all records and documents related to all Background Screenings and the City reserves the right to audit Subrecipient's compliance with this Section pursuant to Section 6 above.

2. DISPOSITION OF CDBG-CV PROGRAM INCOME:

At the end of the Community Development Block Grant Program Year, the City may require remittance of all or part of any program income balances (including investments thereof) held by the Subrecipient except those needed for immediate cash need, cash balances of a revolving loan fund, cash balances from a lump sum drawdown, or cash balances held for Section 108 security needs. Any 'program income' (as defined in 24 CFR 570.500, as and if amended) directly related to, and derived from the Subrecipient Grant that the Subrecipient is permitted to retain will, subject to Section 3 hereof, be used by the Subrecipient for any eligible activity permitted under 24 CFR 570.201 and consistent with the Scope of Work and Budget. Such program income will be subject to all applicable laws and regulations covering the use of CDBG funds.

3. REVERSION OF ASSETS:

- 3.1. The Subrecipient will transfer to the City any Grant funds on hand, any unremitted interest earned on the Grant and any account receivables attributable to the use of the Grant funds upon expiration of the Agreement.
- 3.2. The City, in its sole discretion, may permit the Subrecipient to retain possession of any equipment purchased pursuant this Agreement. Such permission will be contingent upon the equipment's continued use to provide an eligible CDBG Program activity throughout the useful life of the equipment.
- 3.3. If permission to retain equipment is not granted as described in Section 3.2, the Subrecipient will, upon written request, deliver the equipment within fifteen (15) days.
- 3.4. If permission to retain equipment is granted as described in Section 3.2, and the equipment's use for an eligible activity ceases prior to the useful life of the equipment expires, the Subrecipient will pay the City an amount equal to the fair market value of the equipment as measured at the time that the eligible use ceased.
- 3.5. In all cases in which equipment acquired, in whole or in part, with CDBG funds under this Agreement is sold, the proceeds will be program income (prorated to reflect the extent that funds received under this Agreement were used to acquire the equipment). At the expiration of the useful life of any equipment retained by the Subrecipient pursuant to Section 3.2, the Subrecipient, in its discretion, will retain or dispose of the equipment.

4. PROHIBITION AGAINST TRANSFER OF PROPERTY:

The Subrecipient certifies that it has not made or created and will not make or suffer to be made any sale, assignment, conveyance, lease or transfer in any form of any part of the property subject to or interest created by the Agreement without the prior written approval of the City, except for matters or record, previously recorded in the Maricopa County Recorder's Office. This limitation will be in effect for that period of time recited in Section 3 which restricts the use of the subject property.

5. POLITICAL ACTIVITIES:

The Subrecipient will not use Community Development Block Grant funds ("CDBG funds") to finance the use of facilities or equipment for political purposes or to engage in other partisan political activities, such as candidate forums, voter transportation, or voter registration. The Subrecipient may, however, use a facility financed with CDBG funds on an incidental basis to permit political meetings, candidate forums, or voter registration campaigns, provided that all parties and organizations have access to the facility on an equal basis, and are assessed equal rent or use charges, if any.

6. DRUG-FREE WORKPLACE ACT OF 1988:

The Subrecipient must comply with drug-free workplace requirements in Subpart B of 2 CFR § 2429, which adopts the government-wide implementation (2 CFR part 182) of sections 5152-5158 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701-707).

7. INDEBTEDNESS TO INTERNAL REVENUE SERVICE OR OTHER PUBLIC ENTITY:

7.1. Any judgment, lien, levy or outstanding amount owed to the Internal Revenue Service, State, County, City or other public entity by the Subrecipient will constitute an event of default or breach of this Agreement for purposes of Section 3, unless previously approved by the City in writing, and may constitute sufficient reasons for cancellation of this Agreement by the City according to the procedures contained in this Agreement.

7.2. Prior to entering into this Agreement and during the time period covered by this Agreement, the Subrecipient will disclose any information related to the preceding paragraph. This will also include the immediate reporting of breaches in payback arrangements or breaches in other agreements related to the above. Failure to comply with any disclosure provision in this Section may also constitute sufficient reason for cancellation of this Agreement by the City according to the procedures contained in this Agreement.

8. CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS:

8.1. Pursuant to national and City policy to award a fair share of contracts to small and minority businesses, women's business enterprises, and labor surplus area firms, Subrecipient must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. Such affirmative steps must include the following:

- (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists.
- (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources.
- (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises.
- (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises.

- (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
- (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (b)(1) through (5) of this section.

9. ENERGY EFFICIENCY:

Subrecipient will observe all mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201 et seq.).

10. BYRD ANTI-LOBBYING CERTIFICATION (31 U.S.C. 1352):

In all contracts in excess of \$100,000 the Subrecipient hereby certifies, to the best of his or her knowledge and belief, that:

- 10.1.** 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 any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of and Federal contract, grant, loan, or cooperative agreement.
- 10.2.** Each Subrecipient tier must certify to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization or influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C, 1352.
- 10.3.** If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Subrecipient will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions. Such disclosures are forwarded from tier to tier up to the non-Federal award.

11. CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT:

Subrecipient will comply with all applicable standards, orders or regulations Issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution

Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

12. PROCUREMENT OF RECOVERED MATERIALS:

12.1. In accordance with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, the Subrecipient will procure items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition. The Subrecipient will procure items designated in the EPA guidelines that contain the highest percentage of recovered materials practicable unless the Subrecipient determines that such items: (1) are not reasonably available in a reasonable time period; (2) fail to meet reasonable performance standards, which will be determined on the basis of the guidelines of the National Institute of Standards and Technology, if applicable to the item, or (3) are only available at an unreasonable price.

12.2. Paragraph (a) of this clause will apply to items purchased under this contract where: (1) the Subrecipient purchases in excess of \$10,000 of the item under this contract; or (2) during the preceding Federal fiscal year, the Subrecipient: (i) purchased any amount of the items for use under a contract that was funded with Federal appropriations and was with a Federal agency or a State agency or agency of a political subdivision of a State; and (ii) purchased a total of in excess of \$10,000 of the item both under and outside that contract.

13. DEBARMENT AND SUSPENSION

The Subrecipient agrees to abide by Executive Orders 12549 and 12689, Debarment and Suspension, and implementing regulations found at 2 CFR Part 180 and 2 CFR Part 2424. The City may, by giving written notice to the Subrecipient, immediately terminate this Agreement if the City determines that the Subrecipient has been debarred, suspended, or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body. The Subrecipient will include a term or condition in all related contracts and subcontracts described in 2 CFR Part 180, Subpart B that the award is subject to 2 CFR Part 180 and 2 CFR Part 2424. The Subrecipient agrees that prior to employing or contracting with any individual, or contracting with any other entity, to provide services hereunder, the Subrecipient agrees to review online searchable databases available to determine exclusion, suspension and/or debarment status of such individual/entity, including, but not limited to, the Excluded Parties List in the System for Award Management Database operated by the General Services Administration ("GSA").

14. CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS:

14.1. In accordance with 41 U.S.C. 4712, Subrecipient may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to federal contract (including the competition for or negotiation of a contract) or grant.

14.2. The list of persons and entities referenced in the paragraph above includes the following:

- a.** A member of Congress or a representative of a committee of Congress
- b.** An Inspector General;
- c.** The Government Accountability Office;
- d.** A federal employee responsible for contract or grant oversight or management;
- e.** An authorized official of the Department of Justice or other law enforcement agency;
- f.** A court or grand jury; or
- g.** A management official or other employee of the City, Subrecipient, or a subcontractor who has the responsibility to investigate, discover, or address misconduct.

14.3. Subrecipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

15. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA):

The Subrecipient will comply with the requirements of 2 CFR part 25 Universal Identifier and System for Award Management (SAM). The Subrecipient must have an active registration in SAM in accordance with 2 CFR part 25, appendix A, and have a Unique Entity Identifier (UEI) number. The Subrecipient will also comply with the provisions of FFATA which includes requirements on executive compensation, and 2 CFR part 170 Reporting Subaward and Executive Compensation Information.

16. ENVIRONMENTAL CONDITIONS:

Pursuant to 24 CFR part 58, no CDBG funds may be encumbered prior to the completion of the Environmental Review. The Environmental Review Record (ERR) must be completed before any funds are obligated. Funding is also conditioned upon the completion of the ERR of every activity site by address. The responsibility for certifying the appropriate Environmental Review Record shall rest with the City. It is the responsibility of the Subrecipient to notify the City, and to refrain from

making any commitments and expenditures on a site until a written authorization has been issued by the City. Failure to meet these conditions will mean that requested funds will not be disbursed.

17. PREFERENCE FOR DOMESTIC PROCUREMENT

Pursuant to 2 C.F.R. 200.322, to the greatest extent practicable, Subrecipient will purchase, acquire, or use goods, products or materials produced in the United States (including but not limited to iron, aluminum, steel, cement and other manufactured products).

18. PROHIBITION ON CERTAIN TELECOMMUNICATIONS EQUIPMENT

Subrecipient is prohibited from obligating or expending funds to (i) procure or obtain; (ii) extend or renew a contract to procure or obtain; or (iii) enter into a contract to procure or obtain equipment, services or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities) and such other entities described in 2 C.F.R. 200.216.