



Contract Number: CT-CD-14 # 66
Effective Date: 7-1-13
Term Date: 9-30-14
Cost: \$41,000.-
Revenue: _____
Total: _____ NTE: _____
Action: _____
Renewal By: 7-1-14
Term: 9-30-14
Reviewed by: DR

BOARD OF SUPERVISORS AGENDA ITEM SUMMARY

Requested Board Meeting Date: September 17, 2013

ITEM SUMMARY, JUSTIFICATION &/or SPECIAL CONSIDERATIONS:

Authorization of contract CT-CD 14000000000000000066 between Catholic Community Services and Pima County Community Development and Neighborhood Conservation Department (CDNC) to approve the Contract award of \$41,000.00 for Rapid Re-housing expenses covered by the grant made available from additional HUD funds.

CONTRACT NUMBER (If applicable):

STAFF RECOMMENDATION(S):

Staff recommends approval by the Board of Supervisors

Procure Dept 09/28/13 PM 10:33

CORPORATE HEADQUARTERS: Tucson, Arizona

Page 1 of 2

Ver. 1
Vendor-1
pgs. 18

To: CoB - 9-4-13
Agenda - 9-17-13
(2)

CLERK OF BOARD USE ONLY: BOS MTG. _____

ITEM NO. _____

PIMA COUNTY COST: 41,000.00 and/or REVENUE TO PIMA COUNTY: \$

FUNDING SOURCE(S): CDBG/Federal – HUD

(i.e. General Fund, State Grant Fund, Federal Fund, Stadium D. Fund, etc.)

Advertised Public Hearing:

	<input type="checkbox"/>	YES	<input checked="" type="checkbox"/>	NO
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Board of Supervisors District:

1	<input type="checkbox"/>	2	<input type="checkbox"/>	3	<input type="checkbox"/>	4	<input type="checkbox"/>	5	<input type="checkbox"/>	All	<input checked="" type="checkbox"/>
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IMPACT:

IF APPROVED:

County shall authorize contract CT-CD 14000000000000000066 between Catholic Community Services and Pima County Community Development and Neighborhood Conservation Department (CDNC) to approve the Contract for the award period July 1st, 2013 to September 30th, 2014.

IF DENIED:

County shall not authorize contract CT-CD 14000000000000000066 between Catholic Community Services and Pima County Community Development and Neighborhood Conservation Department (CDNC) to approve the Contract for the award period July 1st, 2013 to September 30th, 2014.

DEPARTMENT NAME: Community Development and Neighborhood Conservation

CONTACT PERSON: Pam Moseley TELEPHONE NO.: 243-6750

<p>PIMA COUNTY DEPARTMENT OF COMMUNITY DEVELOPMENT AND NEIGHBORHOOD CONSERVATION</p> <p>PROGRAM: Information and Referral Robles Junction</p> <p>AGENCY: Catholic Community Services 140 W Speedway Bl., Suite 130 Tucson, Arizona 85705</p> <p>AMOUNT: \$41,000.00</p> <p>FUNDING: Emergency Solutions Grant (ESG)</p>	<table border="1"> <tr> <td data-bbox="898 304 1409 577"> <p align="center">CONTRACT</p> <p>NO <u>CT-CD-1400000000000000000066</u></p> <p>AMENDMENT NO. _____</p> <p>This number must appear on all invoices, correspondence and documents pertaining to this contract.</p> </td> </tr> </table> <p align="center">(STAMP HERE)</p>	<p align="center">CONTRACT</p> <p>NO <u>CT-CD-1400000000000000000066</u></p> <p>AMENDMENT NO. _____</p> <p>This number must appear on all invoices, correspondence and documents pertaining to this contract.</p>
<p align="center">CONTRACT</p> <p>NO <u>CT-CD-1400000000000000000066</u></p> <p>AMENDMENT NO. _____</p> <p>This number must appear on all invoices, correspondence and documents pertaining to this contract.</p>		

Grant Contract

This Grant Contract, ("Contract") is entered into between Pima County ("COUNTY"), a body politic and corporate of the State of Arizona, and Catholic Community Services, a non-profit corporation, hereinafter called AGENCY.

WITNESSETH

WHEREAS, COUNTY is authorized by A.R.S. § § 11-254.04, 11-251 (5) and 11-251 (17), to spend public monies to improve and enhance the economic welfare and health of the inhabitants of the COUNTY; and,

WHEREAS, COUNTY applied for and received Emergency Solutions Grant ("ESG") funds in the amount of \$208,832.00; grant number E-12-UC-04-0502, from the U.S. Department of Housing and Urban Development Department ("HUD") under Title IV subtitle B of the McKinney-Vento Homeless Assistance Act, 42 U.S.C. 11301 (1088) §§ 411 to 418, as amended; and,

WHEREAS, COUNTY, sought proposals from local agencies for Federal Year 2011-2012 and 2012-2013 for programs that would qualify for CDBG funds under solicitation CDNC-12-16-11-CDBG-ESG-OA; and,

WHEREAS, AGENCY submitted a response to this solicitation; and,

WHEREAS, COUNTY has determined that the AGENCY is qualified to provide the services proposed in its response to solicitation number CDNC-12-16-11-CDBG-ESG-OA; and,

WHEREAS, the Pima County Board of Supervisors finds that AGENCY'S program was determined to be in the best interests of the residents of the COUNTY; and,

WHEREAS, the 2012-2013 Annual Action Plan COUNTY submitted to HUD to obtain ESG funds, included the AGENCY'S proposal; and,

WHEREAS, COUNTY finds that it is appropriate to provide ESG funds for AGENCY'S program.

NOW, THEREFORE, the Parties agree as follows:

ARTICLE I - TERM AND EXTENSION/RENEWAL/CHANGES

- A. This Contract as awarded by COUNTY shall commence on July 1, 2013, and shall terminate on September 30, 2014, unless sooner terminated or further extended pursuant to the provisions of this Contract. County shall have the sole discretion to extend this Contract for up to one (1) additional one year period or any portion thereof.
- B. Any modification of the terms and conditions, including extension of the Contract termination date, shall be by formal written amendment executed by the AGENCY and the Pima County Board of Supervisors. Amendments to this Contract must be executed by the Board of Supervisors before any work or deliveries under the Amendment commences.

ARTICLE II – SCOPE OF WORK

A. PURPOSE:

- 1. This Contract establishes the terms and conditions under which AGENCY will provide eligible ESG rapid re-housing component activities to a minimum of ten (10) homeless families. In consideration for ESG funds provided under this Contract AGENCY shall provide the services as defined and set forth below.

B. ACTIVITIES: AGENCY shall:

- 1. Comply with Emergency Solutions Grant Regulations set forth in 24 CFR Part 576, attached as **Exhibit A**, and all other applicable federal law and regulations. Any amendments to these regulations shall automatically apply, without need of a contract amendment, as if set forth in full herein.
- 2. Document that the families assisted with ESG funds are defined as homeless as required per 24 CFR § 576.2. Costs are only eligible to the extent that the assistance is necessary to help the program participant regain stability in the program participant's current permanent housing or move into other permanent housing and achieve stability in that housing.
- 3. Provide housing relocation and stabilization services including, but not limited to:
 - a. Financial assistance, subject to the general conditions under 24 CFR §576.104, for the following costs:
 - i. Rental application;

- ii. Security deposits;
 - iii. Last month's rent;
 - iv. Utility deposits;
 - v. Utility payments; and,
 - vi. Moving costs.
- b. Services, subject to the general conditions under 24 CFR §576.104, for the following costs:
 - i. Housing search and placement;
 - ii. Housing stability case management;
 - iii. Mediation;
 - iv. Legal services; and,
 - v. Credit repair.
- 4. Provide short-term and medium-term rental assistance pursuant to 24 CFR §576.106.
- 5. Maintain client confidentiality in records, data collection and service provision in compliance with 24 CFR § 576.500(x) and the HMIS Policy and Protocols.
- 6. Provide at least \$59,551.00 in eligible matching funds to match 100% of the total ESG allocation. Additional conditions include, but are not limited to:
 - a. Matching funds provided by AGENCY must comply with 24 CFR § 576.201.
 - b. Provide a list of matching funds to County with each draw-down of ESG funds.
- 7. Maintain proper and complete books, records and accounts pertaining to the ESG grant and the families receiving services pursuant to this Contract per 24 CFR § 576.500. Records must be made readily available to duly authorized representative of County for inspection, monitoring or audit at any time during normal business hours. Records for each family or individual must include:
 - a. Accurate and timely data entered in the Pima County Homeless Management Information System (HMIS) as required per 24 CFR § 576.500(n).
 - b. Documentation of eligibility.
 - c. All data required for the County's Consolidated Annual Performance and Evaluation Report (CAPER).
 - d. Any other information necessary to meet other reporting requirements.

C. PERFORMANCE REQUIREMENTS. AGENCY warrants and certifies that:

- 1. AGENCY qualifies as a private nonprofit organization defined as a secular or faith-based organization as described in § 501(c)(3) of Internal Revenue Code and that AGENCY will

maintain this status throughout the term of this Contract; and

2. All activities undertaken by AGENCY pursuant to this Contract shall be eligible activities under the Emergency Solutions Grant, 24 CFR Part 576; and,
3. Warrant compliance with AGENCY's certification set forth in **Exhibit B**.
4. To the best of its ability, AGENCY will perform the work in accordance with the terms of this Contract, including **Exhibit C – Special Agency Conditions**. AGENCY shall employ suitably skilled personnel to perform all services under this Contract.

ARTICLE III– PAYMENT

- A. This is a cost reimbursement Contract. In consideration of the performance of services specified in this Contract, County agrees to reimburse AGENCY for eligible expenses incurred pursuant to this Contract as follows:
 1. Payments for eligible rapid re-housing services by County will not exceed \$41,000.00. No funds from any source other than ESG funds will be expended or advanced by County for performance of activities under this Contract.
 2. The work under this Contract must be performed to the satisfaction of County. County shall review the reports for compliance with the Scope of Work and the Budget set forth herein and shall determine the acceptability and progress of the work and the amounts to be paid to AGENCY.
 3. Payments made by County will be reconciled with actual costs incurred prior to final payment, or through subsequent audit. If payments received by AGENCY from County exceed actual costs, AGENCY shall refund the excess County.
- B. Requests for payment by AGENCY shall include all claims and invoices of every kind and nature against County arising under this Contract or any provision thereof. AGENCY shall submit monthly requests for payment no more than thirty (30) calendar days following the expenditure month.
- C. All requests for payments shall be on the form set forth in **Exhibit D**. Each monthly request for funds shall include:
 1. Copies of general ledger statements to support invoiced personnel and administrative costs.
 2. Copies of general ledgers to support all purchased goods or services.
 3. Copies of time sheets to support ledger statements for invoiced personnel and administrative costs, but only for the month prior to the month in which the report is due.

4. Copies of receipts and/or checks (front and back) to support general ledger statements for all purchased goods and/or services, but only for the month prior to the month in which the report is due.
- D. AGENCY shall not be entitled to, and shall forfeit, payment of any expenses not submitted to County within the following timeframes:
1. No later than September 25th for expenses incurred in July;
 2. Within sixty (60) days after the end of the month in which the expenses were incurred in the months of August through March;
 3. No later than June 14th for expenses incurred in April and May; and,
 4. No later than July 9th for expenses incurred in June.
- E. County may deduct, from any amount due AGENCY, its processing costs or delay-related damages in connection with a request for payment submitted after the deadline in Article III, Section B, but before the forfeiture deadline in Paragraph D.
- F. Payment will generally occur thirty (30) days from the date the submission is received by the Pima County Finance Department. AGENCY should budget its cash needs accordingly.
- G. AGENCY may not bill the County for costs that are paid by another source. AGENCY must notify the County within ten (10) days of notification or receipt of alternative funding for costs which would otherwise be subject to payment pursuant to this Contract.

ARTICLE IV - INSURANCE

- A. AGENCY shall obtain and maintain at its own expense, during the entire term of this Contract the following type(s) and amounts of insurance:
1. Commercial General Liability in the amount of \$2,000,000.00 combined single limit Bodily Injury and Property Damage. Pima County is to be named as an additional insured for all operations performed within the scope of the Contract between Pima County and AGENCY;
 2. Commercial or Business automobile liability coverage for owned, non-owned and hired vehicles used in the performance of this Contract with limits in the amount of \$1,000,000.00 combined single limit or \$1,000,000.00 Bodily Injury, \$1,000,000.00 Property Damage;
 3. If this Contract involves professional services, professional liability insurance in the amount of \$1,000,000.00; and,

4. If required by law, workers' compensation coverage including employees' liability coverage.
- B. AGENCY shall provide County with current certificates of insurance. All certificates of insurance must provide for guaranteed thirty (30) days written notice to the County of cancellation, non-renewal or material change.

ARTICLE V - INDEMNIFICATION

- A. AGENCY shall indemnify, defend, and hold harmless County, its officers, employees and agents from and against any and all suits, actions, legal administrative proceedings, claims or demands and costs attendant thereto, arising out of any act, omission, fault or negligence by the AGENCY, its agents, employees or anyone under its direction or control or on its behalf in connection with performance of this Contract.
- B. AGENCY warrants that all products and services provided under this contract are non-infringing. AGENCY will indemnify, defend and hold County harmless from any claim of infringement arising from services provided under this contract or from the provision, license, transfer or use for their intended purpose of any products provided under this Contract.

ARTICLE VI - COMPLIANCE WITH LAWS

AGENCY shall comply with all federal, state, and local laws, rules, regulations, standards and Executive Orders, without limitation to those designated within this Contract. The laws and regulations of the State of Arizona shall govern the rights of the parties, the performance of this Contract, and any disputes hereunder. Any action relating to this Contract shall be brought in a court of the State of Arizona in Pima County. Any changes in the governing laws, rules, and regulations during the terms of this Contract shall apply, but do not require an amendment.

ARTICLE VII - INDEPENDENT CONTRACTOR

The status of the AGENCY shall be that of an independent AGENCY. Neither AGENCY, nor AGENCY's officers, agents, or employees shall be considered an employee of Pima County or be entitled to receive any employment-related fringe benefits under the Pima County Merit System. AGENCY shall be responsible for payment of all federal, state and local taxes associated with the compensation received pursuant to this Contract and shall indemnify and hold County harmless from any and all liability which County may incur because of AGENCY's failure to pay such taxes. AGENCY shall be solely responsible for program development and operation.

ARTICLE VIII - SUBCONTRACTOR

AGENCY will be fully responsible for all acts and omissions of any subcontractor and of persons directly or indirectly employed by any subcontractor and of persons for whose acts any of them may be liable to the same extent that the AGENCY is responsible for the acts and omissions of persons directly employed by it. Nothing in this Contract shall create any obligation on the part of County to pay or see to the payment of any money due any subcontractor, except as may be required by law.

ARTICLE IX – ASSIGNMENT

AGENCY shall not assign its rights to this Contract, in whole or in part, without prior written approval of the County. Approval may be withheld at the sole discretion of County, provided that such approval shall not be unreasonably withheld.

ARTICLE X - NON-DISCRIMINATION

AGENCY agrees to comply with all provisions and requirements of Arizona Executive Order 2009-09 **including flow down of all provisions and requirements to any subcontractors**. Executive Order 2009-09 supersedes Executive order 99-4 and amends Executive order 75-5 and may be viewed and downloaded at the Governor of the State of Arizona's website http://www.azgovernor.gov/dms/upload/EO_2009_09.pdf which is hereby incorporated into this contract as if set forth in full herein. During the performance of this contract, CONTRACTOR shall not discriminate against any employee, client or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin.

ARTICLE XI - AMERICANS WITH DISABILITIES ACT

AGENCY shall comply with all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, including 28 CFR Parts 35 and 36.

ARTICLE XII - AUTHORITY TO CONTRACT

AGENCY warrants its right and power to enter into this Contract. If any court or administrative agency determines that County does not have authority to enter into this Contract, County shall not be liable to AGENCY or any third party by reason of such determination or by reason of this Contract.

ARTICLE XIII - FULL AND COMPLETE PERFORMANCE

The failure of either party to insist on one or more instances upon the full and complete performance

with any of the terms or conditions of this Contract to be performed on the part of the other, or to take any action permitted as a result thereof, shall not be construed as a waiver or relinquishment of the right to insist upon full and complete performance of the same, or any other covenant or condition, either in the past or in the future. The acceptance by either party of sums less than may be due and owing it at any time shall not be construed as an accord and satisfaction.

ARTICLE XIV - CANCELLATION FOR CONFLICT OF INTEREST

This Contract is subject to cancellation for conflict of interest pursuant to ARS §38-511, the pertinent provisions of which are incorporated into this Contract by reference.

ARTICLE XV - TERMINATION

- A. County reserves the right to terminate this Contract at any time and without cause by serving upon AGENCY 30 days advance written notice of such intent to terminate. In the event of such termination, the County's only obligation to AGENCY shall be payment for services rendered prior to the date of termination.
- B. Notwithstanding Paragraph A above, if any state or federal grant monies used to pay for performance under this Contract are either reduced or withdrawn, County shall have the right to either reduce the services to be provided and the total dollar amount payable under this Contract or terminate the Contract. To the extent possible, County will endeavor to provide fifteen (15) days written notice of such reduction or termination. In the event of a reduction in the amount payable, County shall not be liable to AGENCY for more than the reduced amount. In the event of a termination under this paragraph, County's only obligation to AGENCY shall be payment for services rendered prior to the date of termination to the extent that grant funds are available.
- C. This Contract may be terminated at any time without advance notice and without further obligation to the County when the AGENCY is found by County to be in default of any provision of this Contract.
- D. Notwithstanding any other provision in this Contract, this Contract may be terminated if for any reason, there are not sufficient appropriated and available monies for the purpose of maintaining County or other public entity obligations under this Contract. In the event of such termination, County shall have no further obligation to AGENCY, other than to pay for services rendered prior to termination.
- F. County reserves the right to suspend AGENCY's performance and payments under this Contract immediately upon notice delivered to AGENCY's designated agent in order to investigate AGENCY's activities and compliance with this Contract. In the event of an investigation by County, AGENCY shall cooperate fully and provide all requested information and documentation. At the conclusion of the investigation, or within forty-five

(45) days, whichever is sooner, AGENCY will be notified in writing that the contract will be immediately terminated or that performance may be resumed.

ARTICLE XVI – NOTICE

Any notice required or permitted to be given under this Contract shall be in writing and shall be served by personal delivery or by certified mail upon the other party as follows:

PIMA COUNTY:

Margaret Kish, Director
Community Development and
Neighborhood Conservation Dept.
Kino Service Center
2797 East Ajo Way 3rd Floor
Tucson, Arizona 85713

AGENCY:

Marguerite Harmon
Catholic Community Services
140 W Speedway Bl, Suite 130
Tucson, Arizona 85705

ARTICLE XVII - NON-EXCLUSIVE CONTRACT

AGENCY understands that this Contract is nonexclusive and is for the sole convenience of County. County reserves the right to obtain like services from other sources for any reason.

ARTICLE XVIII - OTHER DOCUMENTS

- A. The applicable provisions of the Emergency Solutions Grant found at 24 CFR Part 583 are incorporated into and made part of this Contract as if set forth in full herein.
- B. To the extent of any inconsistency among the Contract documents, the requirements of the Emergency Solutions Grant and Special Agency Conditions shall govern, except as otherwise required by law.

ARTICLE XIX – REMEDIES

Either party may pursue any remedies provided by law for the breach of this Contract. No right or remedy is intended to be exclusive of any other right or remedy and each shall be cumulative and in addition to any other right or remedy existing at law or at equity or by virtue of this Contract.

ARTICLE XX – SEVERABILITY

Each provision of this Contract stands alone, and any provision of this Contract found to be prohibited by law shall be ineffective to the extent of such prohibition without invalidating the remainder of this Contract.

ARTICLE XXI - BOOKS AND RECORDS

AGENCY shall keep and maintain proper and complete books, records and accounts, which shall be open at all reasonable times for inspection and audit by duly authorized representatives of County. In addition, AGENCY shall retain all records relating to this Contract at least 5 years after its termination or cancellation or, if later, until any related pending proceeding or litigation has been closed.

ARTICLE XXII- PUBLIC INFORMATION

- A. Pursuant to A.R.S. § 39-121 et seq., and A.R.S. § 34-603(G) in the case of construction or Architectural and Engineering services procured under A.R.S. Title 34, Chapter 6, all information submitted in response to this solicitation, including, but not limited to, pricing, product specifications, work plans, and any supporting data becomes public information and upon request, is subject to release and/or review by the general public including competitors.
- B. Any records submitted in response to this solicitation that respondent believes constitute proprietary, trade secret or otherwise confidential information must be appropriately and prominently marked as CONFIDENTIAL by respondent prior to the close of the solicitation.
- C. Notwithstanding the above provisions, in the event records marked CONFIDENTIAL are requested for public release pursuant to A.R.S. § 39-121 et seq., County shall release records marked CONFIDENTIAL ten (10) business days after the date of notice to the respondent of the request for release, unless respondent has, within the ten day period, secured a protective order, injunctive relief or other appropriate order from a court of competent jurisdiction, enjoining the release of the records. For the purposes of this paragraph, the day of the request for release shall not be counted in the time calculation. Respondent shall be notified of any request for such release on the same day of the request for public release or as soon thereafter as practicable.
- D. County shall not, under any circumstances, be responsible for securing a protective order or other relief enjoining the release of records marked CONFIDENTIAL, nor shall County be in any way financially responsible for any costs associated with securing such an order.

ARTICLE XXIII – LEGAL ARIZONA WORKERS ACT COMPLIANCE

- A. AGENCY hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to AGENCY's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). AGENCY shall further ensure that each subcontractor who performs any work for AGENCY under this contract likewise complies with the State and Federal Immigration Laws.

- B. County shall have the right at any time to inspect the books and records of AGENCY and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.
- C. Any breach of AGENCY's or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, shall be deemed to be a material breach of this Contract subjecting AGENCY to penalties up to and including suspension or termination of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, AGENCY shall be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor, as soon as possible so as not to delay project completion.
- D. AGENCY shall advise each subcontractor of County's rights, and the subcontractor's obligations, under this Article by including a provision in each subcontract substantially in the following form:

“SUBCONTRACTOR hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to SUBCONTRACTOR's employees, and with the requirements of A.R.S. § 23-214 (A). SUBCONTRACTOR further agrees that COUNTY may inspect the SUBCONTRACTOR'S books and records to insure that SUBCONTRACTOR is in compliance with these requirements. Any breach of this paragraph by SUBCONTRACTOR will be deemed to be a material breach of this contract subjecting SUBCONTRACTOR to penalties up to and including suspension or termination of this contract.”

- E. Any additional costs attributable directly or indirectly to remedial action under this Article shall be the responsibility of AGENCY. In the event that remedial action under this Article results in delay to one or more tasks on the critical path of AGENCY's approved construction or critical milestones schedule, such period of delay shall be deemed excusable delay for which AGENCY shall be entitled to an extension of time, but not costs.

ARTICLE XXIV – ELIGIBILITY FOR PUBLIC BENEFITS

AGENCY shall comply with the provisions of A.R.S. §§1-501 and 1-502 regarding public benefits, which are hereby incorporated as provisions of this Contract to the extent such provisions are applicable.

(Remainder of page intentionally left blank)

ARTICLE XXV - ENTIRE AGREEMENT

This document constitutes the entire agreement between the parties pertaining to the subject matter hereof, and all prior or contemporaneous agreements and understandings, oral or written, are hereby superseded and merged herein. This Contract may be modified, amended, altered or extended only by a written amendment signed by the parties.

IN WITNESS THEREOF, the parties have affixed their signatures to this Contract on the date written below.

PIMA COUNTY

N/A
Procurement Director

Date

AGENCY

Marguerite D. Harmon
Authorized Officer Signature

MARGUERITE D. HARMON CEO
Printed Name and Title

7/23/2013
Date

APPROVED AS TO CONTENT

Margaret Kish
for Margaret Kish, Director,
Community Development & Neighborhood Conservation Department

Date

APPROVED AS TO FORM

Karen S. Friar
Karen S. Friar, Deputy County Attorney

**PIMA COUNTY
BOARD OF SUPERVISORS**

Chairman

ATTEST:

Clerk of the Board

EXHIBIT A

Department of Housing and Urban Development 24 CFR PART 576- EMERGENCY SOLUTIONS GRANT

EXHIBIT B

AGENCY'S CERTIFICATION

AGENCY hereby certifies it will comply with the following:

1. HUD Emergency Shelter Grant Regulations at https://www.onecpd.info/resources/documents/HEARTH_ESGInterimRule&ConPlanConformingAmendments.pdf.
2. Subtitle B of title IV of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11371-11378).
3. 24 CFI Part 85, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments" (if AGENCY is local government).
4. Title VI of the Civil Rights Act of 1964.
5. Executive Order 11246 - Equal Employment Opportunity.
6. Uniform Relocation Act and the requirements contained in 49 CFR Part 24, subpart B.
7. Environmental review responsibilities 24 CFR 576.57(e)
8. Limitations-Primarily Religious Organizations 24 CFR 576.23
9. OMB Circular A-133, "Audits of States and Local Governments and Non-Profit Organizations".
10. OMB Circular A-122, "Cost Principals for Non-Profit Organizations" (if AGENCY is non-profit organization).
11. OMB Circular A-110, A-87, and A-21.

EXHIBIT C

SPECIAL AGENCY CONDITIONS

A. MODIFICATION:

Modifications may be made to this Contract in accordance with the following provisions:

- 1) All modifications shall be in writing and shall conform to applicable law, Federal and State regulations and COUNTY policies and directives. Approval of modifications is at the sole discretion of COUNTY.
- 2) Major modifications shall be by written amendment signed by both parties. Major modifications include any which do the following:
 - a) Change the purpose of the Contract;
 - b) Increase or decrease the compensation provided for in the Contract;
 - c) Change the term of the Contract;
 - d) Change the scope or assurances of the Contract;
 - e) Change any section of the Contract other than the Scope of Work or budget;
 - f) Any change that is not a minor modification as described below.
- 3) Minor modifications may be made by written memorandum approved and signed by the Director of the Pima County Community Development and Neighborhood Conservation Department (Department Director).

Minor modifications are changes in the scope of work or budget, which do not change the purpose or total compensation of this Contract and do not in any way increase the direct or indirect liability of the COUNTY under this Contract.

Minor modifications include changes between budget line items totaling less than 10% of any line item and must adhere to the following requirements:

- a) Any proposed increase is offset by a decrease of equal value to the remaining line item(s);
- b) There is no increase to the administrative budget; and,
- c) HUD approves the proposed change.

B. PROCUREMENT OF GOODS AND SERVICES:

AGENCY is not the agent of COUNTY for any purpose and shall not purchase any materials, equipment, or supplies on the credit of the COUNTY. AGENCY shall comply with OMB Circular No. A-122, "Cost Principals for Non-Profit Organizations" (if AGENCY is a non-profit corporation) and OMB Circular No. A-110.

C. MONITORING AND EVALUATION:

- 1) COUNTY shall monitor all activities and information sources in the management, fiscal, and service systems of AGENCY and any subcontracted parties, relating to performance of duties and obligations under this Contract, to assure that AGENCY is maintaining adequate and acceptable progress and systems, and to ensure that the funds provided to AGENCY by COUNTY are being used effectively and efficiently to accomplish the purposes for which funds were made available.
- 2) COUNTY in cooperation with AGENCY shall evaluate products, services, and performance under the

terms of this Contract.

D. CLIENT FEES AND INCOME:

- 1) Any program income generated and received by AGENCY as a result of Contract services shall be returned immediately to COUNTY to be used for the purpose of this Contract.
- 2) AGENCY shall comply with all other applicable HUD ESG Program Regulations.

E. IDENTIFICATION OF FUNDING AND COPYRIGHT:

- 1) All advertisements, real property, publications, printed and other materials which are produced by the AGENCY and refer to services funded under this Contract shall clearly attribute "PIMA COUNTY" – Emergency Solutions Grant (ESG) in the following suggested format:
 - a) Funded by: *Pima County Community Development and Neighborhood Conservation
Department Emergency Solutions Grant*
 - b) Reference to Pima County shall be displayed at least as prominently as other credited funding sources.
- 2) AGENCY shall not copyright any materials or products developed through Contract services or Contract expenditures without prior written approval by the COUNTY. Upon approval, the federal government and Pima County shall have a non-exclusive and irrevocable license to reproduce, publish or otherwise use or authorize the use of any copyrighted material.

F. NEPOTISM:

AGENCY shall not employ relatives in positions where one is in supervisory chain of the other, nor where one is in daily working contact with the other.

- a) "Relative" means the spouse, child, child's child, parent, grandparent, brother or sister of whole or half blood or child of a spouse.
- b) COUNTY may grant temporary waiver of this policy where relative employment situation already exists at the time of execution of this Contract.

G. AUDIT REQUIREMENTS:

- 1) AGENCY shall:
 - a) Establish and maintain a separate and identifiable account of all funds provided by county pursuant to this Contract.
 - b) Provide financial audits as required by law.
 - c) Upon written notice from County provide a program-specific audit. Such notice from County will specify the period to be covered by the audit and the deadline for completion and submission of the audit.

- d) Assure that any audit conducted pursuant to this Contract is performed by an independent certified public accountant and submitted to County within nine (9) months of completion of AGENCY's fiscal year, unless a different time is specified by County. The audit submitted must include AGENCY responses, if any, concerning any audit findings.
 - e) Pay all costs for any audit required or requested pursuant to this Article, unless the cost was specifically included in the AGENCY's budget approved by County and the cost is an allowable charge for payment under applicable law or regulation.
 - f) Timely submit the required or requested audit(s) to:
Margaret Kish, Director
Community Development and Neighborhood Conservation Department.
2797 E. Ajo Way, 3rd Floor
Tucson, AZ 85713
- 2) If AGENCY is a "nonprofit corporation" that meets the definition of "corporation" in A.R.S. §10-3140, AGENCY shall comply with the applicable audit requirements set forth in A.R.S. §11-624.
- 3) If AGENCY is receiving federal funds under this Contract, and AGENCY is a state or local government or non-profit organization, AGENCY shall provide an annual audit which complies with the requirements of the most recent version of OMB Circular A-133, "Audits of State and Local Governments and Non-Profit Organizations."

H. LICENSURE AND REGISTRATION

AGENCY shall apply for and obtain any license, registration or permit which shall be required during the term of this Contract by the State of Arizona and shall maintain such license, registration or permit in good standing throughout the term of this Contract. AGENCY shall immediately notify COUNTY, in writing, if the license, registration or permit is denied or terminated. In the event of such denial or termination COUNTY may, in its sole discretion, terminate this Contract with no further obligation to AGENCY

END OF SPECIAL AGENCY CONDITIONS

EXHIBIT D**MONTHLY FINANCIAL STATUS REPORT AND REQUEST FOR FUNDS**

Catholic Community Services
140 W Speedway Bl, Suite 130
Tucson, Az 85705

Month _____

Invoice # _____

Leases and Supportive Services Request Table

ESG Request Activity	Budgeted	Exp./MO.	Accumulative Expenditure	Balance Available
Rapid Re-housing	\$41,000.00			
Contract total	\$41,000.00			

Match Requirement Table

ESG Match Activity	Required Match	Match Amount/MO.	Accumulative Match to Date	Source
100% Match Requirement	\$41,000.00			

**Administration not to be included in Match Calculation*

Total Requested	
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I hereby certify that to the best of my knowledge, the data reported represents actual receipts and actual expenditures which have been incurred in accordance with the agreement for management and implementation of the Emergency Solutions Grant and are based on official accounting records and supporting documents which will be maintained for the purposes of audit.

Reviewed by:

Prepared by:

Date

Date

Pima County Reviewer

Date