



Contract Number: CT.CD-15 * 235
 Effective Date: 1-6-15
 Term Date: 10-30-15
 Cost: 16,129.-
 Revenue: _____
 Total: _____ NTE: _____
 Action: _____
 Renewal By: 8-1-15
 Term: 10-30-15
 Reviewed by: HR

BOARD OF SUPERVISORS AGENDA ITEM SUMMARY

Requested Board Meeting Date: January 06, 2015

ITEM SUMMARY, JUSTIFICATION &/or SPECIAL CONSIDERATIONS:

Authorization of contract CT-CD 1500000000000000235 between Southwest Fair Housing Council and Pima County Community Development and Neighborhood Conservation Department (CDNC) to approve the Contract award of \$16,129.00 for the purpose to identify and analyze impediments to fair housing, provide a framework to overcome impediments and develop the action plan of the analysis of impediments covered by the grant made available from HUD funds.

CONTRACT NUMBER (If applicable): 1500000000000000235

STAFF RECOMMENDATION(S):

Staff recommends approval by the Board of Supervisors

Procure Dept 12/23/14 AM 10:19

CORPORATE HEADQUARTERS: Tucson, Arizona

Ver.-1 To: COB- 12.24.14 (2)
 Vendor-1
 Pgs.-20

CLERK OF BOARD USE ONLY: BOS MTG. _____

ITEM NO. _____

PIMA COUNTY COST: 16,129.00 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:

		YES	X	NO
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Board of Supervisors District:

1		2		3		4		5		All	X
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IMPACT:

IF APPROVED:

County shall authorize contract CT-CD 1500000000000000235 between Southwest Fair Housing Council and Pima County Community Development and Neighborhood Conservation Department (CDNC) to approve the Contract award of \$16,129.00 for the purpose to identify and analyze impediments to fair housing, provide a framework to overcome impediments and develop the action plan of the analysis of impediments covered by the grant made available from HUD funds.

IF DENIED:

County shall not authorize contract CT-CD 1500000000000000235 between Southwest Fair Housing Council and Pima County Community Development and Neighborhood Conservation Department (CDNC) to approve the Contract award of \$16,129.00 for the purpose to identify and analyze impediments to fair housing, provide a framework to overcome impediments and develop the action plan of the analysis of impediments covered by the grant made available from HUD funds.

DEPARTMENT NAME: Community Development and Neighborhood Conservation

CONTACT PERSON: Martha Martin TELEPHONE NO.: 724-2460

- G. The 2014-2015 Annual Action Plan COUNTY submitted to HUD to obtain CDBG funds, included SUBGRANTEE's proposal for fair housing education, outreach, & enforcement.
- H. The cost of SUBGRANTEE's program is \$32,258.00. COUNTY finds that it is appropriate to provide CDBG funds for half of the SUBGRANTEE'S program. The City of Tucson will provide CDBG funds in the same amount for this program under a separate contract with SUBGRANTEE.

NOW THEREFORE, COUNTY and SUBGRANTEE, pursuant to the above, and in consideration of the matters and things hereinafter set forth, do mutually agree as follows:

ARTICLE I - TERM AND EXTENSION/RENEWAL

- A. This Grant Agreement shall be effective upon Board of Supervisor approval scheduled for January 6, 2016 and shall terminate on October 30, 2015 for CDBG fund activities approved by the Board of Supervisors Board May 6, 2014 with Resolution No. 2014-44, Annual Action Plan 2014-2015 unless sooner terminated or further extended pursuant to the provisions of this Grant Agreement. The parties may renew this Grant Agreement for up to one (1) additional one-year period or any portion thereof.
- B. Any modification or extension of the Grant Agreement termination date shall comply with the modification provisions contained in Exhibit B.

ARTICLE II - SCOPE

- A. Purpose: This Grant Agreement establishes the rights and responsibilities of the Parties for the provision of CDBG funding for SUBGRANTEE'S Analysis of Impediments to Fair Housing Choice ("AI" or "the Program").
- B. Subgrantee Activities: SUBGRANTEE shall operate the Program and provide the services set forth below. SUBGRANTEE shall:
 - 1. Provide the activities and services as set forth in Exhibit A.
 - 2. Comply with the Special Agency Conditions set forth in Exhibit B.
 - 3. Certify that the activities carried out under this Grant Agreement meet the CDBG Program's National Objective to benefit low- to moderate-income individuals and families.
 - 4. Warrant compliance with SUBGRANTEE's Certification set forth in Exhibit C.
 - 5. Employ trained and skilled personnel to perform all services.
 - 6. Provide facilities necessary to accomplish provisions of this Grant Agreement.
 - 7. Provide an annual impact narrative and a financial report with final invoice.
- C. Performance:
 - 1. All work must be performed to the satisfaction of COUNTY.
 - 2. Should circumstances warrant, COUNTY may, in its sole discretion, withdraw or reduce the CDBG funding and SUBGRANTEE's service requirements or direct services to specific CDBG-eligible populations, areas, or projects that the Board of Supervisors or County Administrator determines to be more critical, appropriate and beneficial to the residents of Pima County.

ARTICLE III - PAYMENT

- A. **Maximum Allocation of CDBG funds.** This is a cost reimbursement contract. The "Maximum Allocation" established by HUD for activities set forth in Exhibit A is **\$16,129.00**.
- B. **Reimbursement:** Reimbursement will be from **CDBG funds only** and will not exceed the Maximum Allocation. The following conditions apply:
1. Requests for reimbursement must be made only for CDBG-eligible costs. General administration expenses will not be paid unless specifically set forth in Exhibit A.
 2. Requests for reimbursement shall include all claims and invoices of every kind and nature against COUNTY arising under this Grant Agreement.
 3. SUBGRANTEE shall submit monthly requests for reimbursement as follows:

Month of expenditure	Due date for request for reimbursement
January – April and July – December	<u>30 calendar days from end of month</u>
May	<u>June 15</u>
June	<u>July 7</u>

COUNTY may, at its sole discretion, deduct processing and administrative costs from the payment to SUBGRANTEE on any request for reimbursement received after these dates.

4. COUNTY may, at its sole discretion, deny payment completely for requests for reimbursement that are submitted to COUNTY within the following time frames:

Month of Expenditure	Date request for reimbursement submitted
January – March July and August October - December	<u>More than 60 days after the end of the month of expenditure</u>
April and May	<u>June 21</u>
June	<u>July 15</u>
September	<u>October 31</u>

5. All requests for payments shall be made on the form set forth in Exhibit D and reference this contract number. Requests must be:
 - a. Approved and signed by an authorized representative of AGENCY.
 - b. For CDBG-eligible services and costs as identified in Exhibit A.
 - c. Supported by documentation which, depending on the reimbursement approved for the CDBG activities, may include, but is not limited to:
 - i. A summary report of monthly expenditures.
 - ii. Copies of invoices and/or checks (front and back) or the general ledger to support:
 - (1) Purchases of goods or services; and

- (2) Operations costs (space, utilities, etc.) proportionally allocated to the provision of services under this Grant Agreement.
- iii. Detailed travel and training reports.
 - iv. Time sheets for all staff time, proportionally allocated to the provision of services under this Grant Agreement. Time sheets must show the days and hours worked for all programs and should be signed by the employee and his or her supervisor.
 - v. Fringe benefit calculations at the rate as shown the approved budget.
 - vi. Copy of each contract detailing activities and costs for any subcontractors used to deliver services.
 - vii. A calculation of administrative/indirect costs, evidencing that such costs do not exceed the maximum set forth in this Grant Agreement.
- C. SUBGRANTEE may use funding provided under this Grant Agreement to purchase the required insurance prescribed in Article IV of this Grant Agreement. COUNTY shall approve no other requests for funds until the required insurance certificate is delivered and approved by COUNTY.
- D. COUNTY will generally reimburse SUBGRANTEE for approved, CDBG-eligible costs thirty (30) days from the date a proper request is received by Pima County Finance Department. SUBGRANTEE must budget its cash needs accordingly.
- F. **SUBGRANTEE may not bill the COUNTY for costs which are paid by another source.** SUBGRANTEE must notify the COUNTY within ten (10) days of receipt of alternative funding for costs which would otherwise be subject to payment pursuant to this Grant Agreement.
- G. SUBGRANTEE shall have an accounting manual that describes its financial procedures in sufficient detail to allow reasonable understanding of financial practices.
- H. SUBGRANTEE shall have an indirect cost allocation plan for determining the appropriate SUBGRANTEE'S share of administrative cost and must submit such plan to COUNTY for approval.
- I. For the period or record retention required under Article XXI, COUNTY reserves the right to question any reimbursement provided to SUBGRANTEE and to require repayment of any amounts in excess of what was due and owing either by requiring SUBGRANTEE to provide additional CDBG-eligible services or remit the amount paid to SUBGRANTEE in error.
- J. **To the extent permitted by HUD regulations, SUBGRANTEE may be paid for any approved and budgeted planning and administration activities occurring after July 1, 2014. All planning and administration costs not used by the end of the next fiscal year, June 30, 2015, shall be forfeited.**

ARTICLE IV - INSURANCE

- A. Pima County in no way warrants that the minimum limits contained herein are sufficient to protect the SUBGRANTEE from liabilities that might arise out of the performance of the work under this Agreement by the SUBGRANTEE, his agents, representatives, employees or subcontractors, and SUBGRANTEE is free to purchase additional insurance.

B. Minimum Scope and Limits of Insurance: SUBGRANTEE shall provide coverage with limits of liability not less than those stated below.

1. Commercial General Liability – Occurrence Form:

a. Policy shall include bodily injury, property damage, personal injury and broad form contractual liability:

i. General Aggregate	\$2,000,000.00
ii. Products – Completed Operations Aggregate	\$1,000,000.00
iii. Personal and Advertising Injury	\$1,000,000.00
iv. Blanket Contractual Liability – Written and Oral	\$1,000,000.00
v. Fire Legal Liability	\$ 50,000.00
vi. Each Occurrence	\$1,000,000.00

b. The policy shall be endorsed to **include coverage for sexual abuse and molestation.**

c. The policy shall be endorsed to include the following additional insured language: **“Pima County is named an additional insured with respect to liability arising out of the activities performed by or on behalf of the SUBGRANTEE”.**

d. Policy shall contain a waiver of subrogation against Pima County, its departments, agencies, boards, commissions, and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the SUBGRANTEE.

2. Automobile Liability: Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Agreement.

a. Combined Single Limit (CSL): \$1,000,000.00

b. The policy shall be endorsed to include the following additional insured language: **“Pima County is named an additional insured with respect to liability arising out of the activities performed by or on behalf of the SUBGRANTEE, involving automobiles owned, leased, hired or borrowed by the SUBGRANTEE”.**

c. Policy shall contain a waiver of subrogation against Pima County, its departments, agencies, boards, commissions and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the SUBGRANTEE.

3. Worker's Compensation and Employers' Liability

a. Workers' Compensation Statutory

b. Employers' Liability:

i. Each Accident	\$ 500,000.00
ii. Disease – Each Employee	\$ 500,000.00
iii. Disease – Policy Limit	\$1,000,000.00

c. Policy shall contain a waiver of subrogation against Pima County, its departments, agencies, boards, commissions and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the SUBGRANTEE.

- d. This requirement shall not apply to: Separately, EACH contractor or subcontractor exempt under A.R.S. 23-901, AND when such contractor or subcontractor executes the appropriate waiver (Sole Proprietor/Independent Contractor) form.
- C. Additional Insurance Requirements: The policies shall contain, or be endorsed to contain, the following provisions:
1. Pima County, wherever additional insured status is required, shall be covered to the full limits of liability purchased by the SUBGRANTEE, even if those limits of liability are in excess of those required by this Agreement.
 2. The SUBGRANTEE's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.
 3. Coverage provided by the SUBGRANTEE shall not be limited to the liability assumed under the indemnification provisions of this Agreement.
- D. Notice of Cancellation: Each insurance policy required by the insurance provisions of this Agreement shall provide the required coverage and shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days prior written notice has been given to Pima County. Such notice shall be sent directly to the **Department Director at 2797 E. Ajo Way, 3rd Floor, Tucson, AZ 85713** and shall be sent by certified mail, return receipt requested. The Project Name/Contract Number and project description shall be noted on the Certificate of Insurance.
- E. Acceptability of Insurers: Insurance is to be placed with duly licensed or approved non-admitted insurers in the state of Arizona with an "A.M. Best" rating of not less than A- VII. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the SUBGRANTEE from potential insurer insolvency. All Certificates of Insurance are to be received and approved by Pima County before work commences.

ARTICLE V - INDEMNIFICATION

- A. SUBGRANTEE 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 SUBGRANTEE, its agents, employees or anyone under its direction or control or on its behalf in connection with performance of this Grant Agreement.
- B. SUBGRANTEE warrants that all products and services provided under this Grant Agreement are non-infringing. SUBGRANTEE will indemnify, defend and hold COUNTY harmless from any claim or infringement arising from services provided under this Grant Agreement or from the provision, license, transfer or use for their intended purpose of any products provided under this Grant Agreement.

ARTICLE VI - COMPLIANCE WITH LAWS

SUBGRANTEE shall comply with all federal, state, and local laws, rules, regulations, standards and Executive Orders, without limitation to those designated within this Grant Agreement. The laws and regulations of the State of Arizona shall govern the rights of the parties, the performance of this Grant Agreement, and any disputes hereunder. Any action relating to this Grant Agreement 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 Grant Agreement shall apply, but do not require an amendment.

ARTICLE VII - INDEPENDENT CONTRACTOR

The status of the SUBGRANTEE shall be that of an independent contractor. Neither SUBGRANTEE, nor SUBGRANTEE'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. SUBGRANTEE shall be responsible for payment of all federal, state and local taxes associated with the compensation received pursuant to this Grant Agreement and shall indemnify and hold COUNTY harmless from any and all liability which COUNTY may incur because of SUBGRANTEE'S failure to pay such taxes. SUBGRANTEE shall be solely responsible for program development and operation.

ARTICLE VIII - SUBCONTRACTOR

- A. SUBGRANTEE shall not enter into any subcontracts for any services to be performed under this Grant Agreement unless it received prior written approval of the subcontract by the COUNTY. SUBGRANTEE shall follow applicable Federal, State, and County rules for obtaining subcontractor services. Prior written approval shall not be required for the purchase of supplies that are necessary and incidental to SUBGRANTEE'S performance under this Grant Agreement.
- B. SUBGRANTEE 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 SUBGRANTEE is responsible for the acts and omissions of persons directly employed by it. Nothing in this Grant Agreement 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

SUBGRANTEE shall not assign its rights to this Grant Agreement, 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

SUBGRANTEE 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

These documents are hereby incorporated into this Grant Agreement as if set forth in full herein. During the performance of this Grant Agreement, SUBGRANTEE 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

- A. SUBGRANTEE 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.
- B. If SUBGRANTEE is carrying out a government program or service on behalf of COUNTY, then SUBGRANTEE shall maintain accessibility to the program to the same extent and degree that would be required of COUNTY under 28 CFR Sections 35.130, 35.133, 35.149 through 35.151, 35.160, 35.161, and 35.163. Failure to do so could result in the termination of this Grant Agreement.

ARTICLE XII - AUTHORITY TO CONTRACT

- A. SUBGRANTEE warrants its right and power to enter into this Grant Agreement. If any court or administrative agency determines that COUNTY does not have authority to enter into this Grant Agreement, COUNTY shall not be liable to SUBGRANTEE or any third party by reason of such determination or by reason of this Grant Agreement.
- B. Nothing in the provisions of this Grant Agreement is intended to create duties or obligations to or rights in third parties not parties to this Grant Agreement or affects the legal liability of either party to the Grant Agreement by imposing any standard of care different from the standard of care imposed by law.

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 Grant Agreement 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 at any time shall not be construed as an accord and satisfaction.

ARTICLE XIV - CANCELLATION FOR CONFLICT OF INTEREST

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

ARTICLE XV - TERMINATION

- A. County reserves the right to terminate this Grant Agreement at any time and without cause by serving upon SUBGRANTEE 30 days advance written notice of such intent to terminate. In the event of such termination, the County's only obligation to SUBGRANTEE 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 Grant Agreement 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 Grant Agreement or terminate the Grant Agreement. 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 SUBGRANTEE for more than the reduced amount. In the event of a termination under this paragraph, County's only obligation to SUBGRANTEE shall be payment for services rendered prior to the date of termination to the extent that grant funds are available.

- C. This Grant Agreement may be terminated at any time without advance notice and without further obligation to the County when the SUBGRANTEE is found by County to be in default of any provision of this Grant Agreement.
- D. Notwithstanding any other provision in this Grant Agreement, this Grant Agreement 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 Grant Agreement. In the event of such termination, County shall have no further obligation to SUBGRANTEE, other than to pay for services rendered prior to termination.
- E. County reserves the right to suspend SUBGRANTEE's performance and payments under this Grant Agreement immediately upon notice delivered to SUBGRANTEE's designated agent in order to investigate SUBGRANTEE's activities and compliance with this Grant Agreement. In the event of an investigation by County, SUBGRANTEE shall cooperate fully and promptly provide all requested information and documentation. At the conclusion of the investigation, or within forty-five (45) days, whichever is sooner, SUBGRANTEE will be notified in writing that the Grant Agreement will be immediately terminated or that performance may be resumed.

ARTICLE XVI - NOTICE

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

COUNTY:

Margaret Kish, Director
Community Development &
Neighborhood Conservation Dept.
2797 East Ajo Way, 3rd Floor
Tucson, AZ 85713

SUBGRANTEE:

Jay Young, Director
Southwest Fair Housing Council, Inc.
2030 E. Broadway, Suite 101
Tucson, AZ. 85719
(520) 798-1568 ext. 17

ARTICLE XVII - NON-EXCLUSIVE GRANT AGREEMENT

SUBGRANTEE understands that this Grant Agreement 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 XIII - OTHER DOCUMENTS

SUBGRANTEE and COUNTY in entering into this Grant Agreement have relied upon information provided in the SUBGRANTEE'S proposal submitted in response to Pima County's 2014-2015 annual CDBG proposal process solicitation number CDNC-12-31-13-CDBG-ESG. These documents are hereby incorporated into and made a part of this Grant Agreement as if set forth in full herein, to the extent not inconsistent with this Grant Agreement. To the extent of any inconsistency among the Grant Agreement documents, the Special Agency Conditions shall govern, except as otherwise required by law.

ARTICLE XIV - REMEDIES

Either party may pursue any remedies provided by law for the breach of this Grant Agreement. 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 Grant Agreement.

ARTICLE XX - SEVERABILITY

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

ARTICLE XXI – BOOKS AND RECORDS

A. FIRE DISTRICT shall keep and maintain all records required under 24 CFR 570.506 “Records to be Maintained” of the Community Development Block Grant Program – Entitlement Grant Regulations”. These records shall be open at all reasonable times for inspection and audit by duly authorized representative of COUNTY or federal government.

FIRE DISTRICT shall retain all financial records, supporting documents, statistical records, and all other records relating to this IGA for a period of four (4) years from the start of the retention period or until any proceeding or litigation related to this IGA has been resolved, whichever date is later. The retention period starts from the date of submission of COUNTY’S annual performance and evaluation report, as prescribed in 24 CFR 91.520, in which the specific activity is reported on for the final time rather than from the date of submission of the final expenditure report for the award.

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. SUBGRANTEE hereby warrants that it will at all times during the term of this Grant Agreement comply with all federal immigration laws applicable to SUBGRANTEE'S employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). SUBGRANTEE shall further ensure that each subcontractor who performs any work for SUBGRANTEE under this Grant Agreement 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 SUBGRANTEE and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.
- C. Any breach of SUBGRANTEE'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 Grant Agreement subjecting SUBGRANTEE to penalties up to and including suspension or termination of this Grant Agreement. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, SUBGRANTEE 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, (subject to COUNTY approval if MWBE preferences apply) as soon as possible so as not to delay project completion.
- D. SUBGRANTEE 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 SUBGRANTEE. In the event that remedial action under this Article results in delay to one or more tasks on the critical path of SUBGRANTEE'S approved construction or critical milestones schedule, such period of delay shall be deemed excusable delay for which SUBGRANTEE shall be entitled to an extension of time, but not costs.

ARTICLE XIV – ELIGIBILITY FOR PUBLIC BENEFITS

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

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 Grant Agreement 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 Grant Agreement on the date written below.

PIMA COUNTY

SOUTHWEST FAIR HOUSING COUNCIL, INC.

Chairman, Board of Supervisors

Jay Young, Executive Director

Name and Title

Date: _____

Date: 11/20/14

ATTEST

Clerk of the Board

Date: _____

APPROVED AS TO CONTENT:

Margaret M. Kul *DE*

Director, Community Development &
Neighborhood Conservation 11/19/2014

APPROVED AS TO FORM:

Karen S. Friar

Karen S. Friar, Deputy County Attorney

EXHIBIT A

PROJECT SUMMARY

A. Program Overview: Jurisdictions that review CDBG and HOME program funds must promote non-discrimination and ensure fair and equal housing opportunities for all. The actions taken to affirmatively further fair housing must be reported to HUD every five (5) years in an Analysis of Impediments to Fair Housing Choice ("AI" or "the Program"). AI identifies and analyzes the impediments to fair housing in both the public and private sectors and provides a framework to overcome the impediments. SUBGRANTEE will prepare the AI for the City of Tucson/Pima County HUD Consortium.

CDBG Activities: SUBGRANTEE shall prepare the AI for submission to HUD with the five-year Consolidated Plan as set forth below. To accomplish the AI, SUBGRANTEE shall:

1. Focus all activities on fair housing issues faced by people seeking housing in Pima County.
2. Gather Pima County demographic, housing, enforcement and other relevant fair housing data from various sources. Sources will include, but are not limited to:
 - a. HUD Fair Housing and Equal Opportunity Office, Title VIII Automated Paperless Office Tracking System (TEAPOTS);
 - b. Home Mortgage Disclosure Act (HMDA); and
 - c. Any additional available state and local data.
3. Identify entities that are knowledgeable about fair housing and related issues in Tucson and Pima County and that provide housing or enforce fair housing policies ("stakeholders"). Stakeholders include, but are not limited to:
 - a. Employees involved with housing issues of Pima County, City of Tucson, and other incorporated jurisdictions.' employees.
 - b. Non-profit organizations.
 - c. Community, neighborhood, and citizen groups.
 - d. Real estate agents.
 - e. Housing developers.
 - f. Housing providers.
 - g. Advocacy organizations.
 - h. Public housing authorities
4. Conduct a minimum of five (5) in-depth interviews with stakeholders to gain insight about fair housing issues and impediments that may be present in Tucson and Pima County.
5. Conduct focus groups with stakeholders to identify impediments to fair housing.
6. To determine how stakeholders respond to fair housing complaints and focus the development and implementation of the AI and Consolidated Plan, conduct at minimum of four (4) phone tests directed at:
 - a. Stakeholders;
 - b. Organizations that provide services to vulnerable populations;

- c. Government agencies that provide assistance and information to the public; and
 - d. Other groups and organizations that may receive inquiries about fair housing issues.
7. Conduct an accessible and simple community survey designed to determine how the public perceives discrimination and fair housing. The survey shall, at a minimum:
 - a. Target a cross-section of residents to understand local fair housing awareness and housing discrimination;
 - b. Be available for completion both online and in hardcopy; and
 - c. Comparable to the survey that was completed for the most recent AI.
 8. Analyze data, testing and survey results and compare to previous AI efforts to determine success or shortcomings of past efforts.
 9. Identify trends in Pima County in the types of complaints being made, housing discrimination practices by landlords and sellers, enforcement actions taken and any other fair housing issues.
 10. Identify specific and global community impediments to fair housing choice in Pima County.
 11. Develop an action plan to address and reduce the impediments identified.
 12. Conduct any additional data collection, focus groups, surveys or interviews needed to provide a comprehensive AI that meets all HUD requirements.
 13. Complete and submit the draft AI and action plan for review and comment by the City of Tucson/Pima County Consortium.
 14. Incorporate comments and suggestions into a final draft AI and Action Plan which the City of Tucson/ Pima County Consortium will submit to HUD.
 15. Address and incorporate any HUD requests or revisions to the City of Tucson/ Pima County Consortium AI and Action Plan. This final revision will be completed by SUBGRANTEE at no additional cost.
 16. Coordinate AI and Action Plan activities with the City of Tucson/Pima County HUD Consolidated Plan efforts as requested.
 17. Throughout the term of this Grant Agreement, maintain affirmatively furthering fair housing certification and applicable records.
 18. Execute a contract with the City of Tucson of similar scope and equal budget to cover one-half of the costs of conducting the activities set forth in this Exhibit A and completing the Analysis of Impediments to Fair Housing Choice.

C. Budget:

Covered Expenditure	Amount
Salaries and Benefits	\$12,979.00
Primary Research	\$250.00
Materials and Supplies	\$400.00
HMDA Analysis	\$2,500.00
TOTAL	\$16,129.00

D. Report: SUBGRANTEE shall provide an annual impact narrative and a financial report with final invoice.

END OF EXHIBIT A

EXHIBIT B

SPECIAL AGENCY CONDITIONS

A. Modification

1. Modifications may be made to this Grant Agreement in accordance with the following provisions:
2. 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.
3. 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 Grant Agreement;
 - b. Increase or decrease the compensation provided for in the Grant Agreement;
 - c. Change the term of the Grant Agreement;
 - d. Change the scope or assurances of the Grant Agreement;
 - e. Change any section of the Grant Agreement other than the Scope of Work or budget;
 - f. Any change that is not a minor modification as described below.
4. Minor modifications may be made by written memorandum approved and signed by the Director of the Pima County Community Development and Neighborhood Conservation Department or authorized representative to be effective. Minor modifications are changes in the Scope of Work or budget as described in the Budget Modification Exhibit E that do not change the purpose or total compensation of this Grant Agreement and do not in any way increase the direct or indirect liability of COUNTY under this Grant Agreement.

B. Procurement of Goods and Services:

SUBGRANTEE is not the agent of County for any purpose and shall not purchase any materials, equipment, or supplies on the credit of COUNTY. SUBGRANTEE shall comply with OMB Circular No. A-122, "Cost Principals for Non-Profit Organizations" (if SUBGRANTEE is a non-profit corporation), OMB Circular No. A-110 and 24 CFR Part 84, "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Educations, Hospitals, and other Non-Profit Organizations.

C. Monitoring and Evaluation:

1. COUNTY shall monitor all activities and information sources in the management, fiscal, and service systems of SUBGRANTEE and any subcontracted parties, relating to performance of duties and obligations under this Grant Agreement, to assure that SUBGRANTEE is maintaining adequate and acceptable progress and systems, and to ensure that the funds provided to SUBGRANTEE by COUNTY are being used effectively and efficiently to accomplish the purposes for which funds were made available.
2. SUBGRANTEE shall provide payroll information consisting of source documentation that can include employment letters, authorizations for rates of pay, benefits, and employee withholding, minutes from Board of Directors' meetings where salary schedules and benefit packages are established, copies of written policies, W-4 forms in conjunction with time and attendance records. If an employee works solely on the CDBG funded services a statement to that effect should be signed by the applicable employee and supervisor. Such statement should be certified semi-annually. If an employee's time is split between CDBG and another funding source, SUBGRANTEE must have time distribution records supporting the allocation of charges among the sources.

3. COUNTY in cooperation with SUBGRANTEE shall evaluate products, services, and performance under the terms of this Grant Agreement. Substandard performance as determined by COUNTY will constitute noncompliance with this Grant Agreement. If action to correct such substandard performance is not taken by SUBGRANTEE within a reasonable period of time after being notified by COUNTY, contract suspension or termination procedures will be initiated.
4. SUBGRANTEE shall assist County in providing to the U.S. Department of Housing and Urban Development reports and other communications relating to the performance and impact of the projects, as described in the Projects Summary Exhibit A.

D. Client Fees and Program Income:

1. Any program income generated and received by SUBGRANTEE as a result of Grant Agreement services shall be kept by SUBGRANTEE, used for the purpose of this Grant Agreement, and reported to County.
2. SUBGRANTEE shall comply with Section 570.504 "Program Income", and Section 570.503 "Agreements with Subrecipients" of the Community Development Block Grant Program Entitlement Grant Regulations.

E. Identification of Funding and Copyrights:

1. All advertisements, real property, publications, printed and other materials which are produced by SUBGRANTEE and refer to services funded under this Grant Agreement shall clearly attribute "PIMA COUNTY" and the Community Development Block Grant Program in the following suggested format:

Funded by:

**Pima County
and the
Community Development Block Grant Program**

2. Reference to Pima County shall be displayed at least as prominently as other credited funding sources.
3. SUBGRANTEE shall not copyright any materials or products developed through Grant Agreement services or Grant Agreement expenditures without prior written approval by 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

1. 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.
2. "Relative" means the spouse, child, child's child, parent, grandparent, brother or sister of whole or half blood or child of a spouse.
3. County may grant temporary waiver of this policy where relative employment situation already exists at the time of execution of this Grant Agreement.

G. Audit Requirements

1. SUBGRANTEE shall:

- a. Establish and maintain a separate and identifiable account of all funds provided by County pursuant to this Grant Agreement.
- b. Provide financial statement 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 Grant Agreement is performed by an independent certified public accountant and submitted to County within six (6) months of completion of SUBGRANTEE'S fiscal year, unless a different time is specified by County. The audit submitted must include SUBGRANTEE 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 SUBGRANTEE'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:

John Matheny, Contract Specialist
Community Development &
Neighborhood Conservation Department
2797 E. Ajo Way, 3rd Floor
Tucson, AZ 85713

2. If SUBGRANTEE is a "nonprofit corporation" that meets the definition of "corporation" in A.R.S. §10-3140, SUBGRANTEE shall comply with the applicable audit requirements set forth in A.R.S. § 11-624.
3. SUBGRANTEE is receiving federal funds under this Grant Agreement, and SUBGRANTEE is a state or local government or non-profit organization, SUBGRANTEE 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."

END OF EXHIBIT B

EXHIBIT C

SUBGRANTEE'S CERTIFICATION

SUBGRANTEE hereby certifies it will comply with:

- 1) HUD Community Development Block Grant Regulations at 24 CFR Part 570.
- 2) Title I of the Housing and Community Development Act of 1974.
- 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) Section 109 of the Housing and Community Development Act of 1974.
- 6) Executive Order 11246 - Equal Employment Opportunity.
- 7) Section 3 of the Housing and Urban Development Act of 1968.
- 8) Flood Disaster Protection Act of 1973.
- 9) National Environment Policy Act of 1969: Section 106 of the National Historic Preservation Act of 1966, Executive Order 11593.
- 10) Federal Labor Standards Provisions.
- 11) OMB Circular A-133, "Audits of States and Local Governments and Non-Profit Organizations."
- 12) OMB Circular A-122, "Cost Principals for Non-Profit Organizations" (if agency is non-profit organization).
- 13) OMB Circular A-110 and A-87.
- 14) A-21, "Cost Principals for Educational Institutions."
- 15) Subpart K of the Community Development Block Grant Program Entitlement Regulations.
- 16) 570.200(J) First Amendment Church/State Principles of the Community Development Block Grant Program Entitlement Regulations.
- 17) 570.503(b)(6) Prohibition Against Religious Activities.
- 18) 570.503(b)(8) Reversion of Assets.

END OF EXHIBIT C

EXHIBIT D

**PIMA COUNTY COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
ADMINISTRATION**

FY2014-2015 CONTRACT #

**SOUTHWEST FAIR HOUSING COUNCIL, INC.
ANALYSIS OF IMPEDIMENTS TO FAIR HOUSING CHOICE**

FINANCIAL STATUS REPORT AND REQUEST FOR FUNDS FOR THE MONTH OF

_____ 20 _____

REQUEST # _____

Activity	Budgeted	Expenditures This Month	Cumulative Expenditures	Balance Available
Salaries and Benefits	\$12,979.00			
Primary Research	\$ 250.00			
Materials and Supplies	\$ 400.00			
HMDA Analysis	\$ 2,500.00			
Total Budget	\$16,129.00			

Funds requested this month \$ _____

(This line must equal the GRAND TOTAL column for "EXPENDITURES THIS MONTH")

I hereby certify that to the best of my knowledge, the date reported represents actual receipts and actual expenditures which have been incurred in accordance with the agreement for management and implementation of the CDBG Program and are based on official accounting records and supporting documents which will be maintained by us for purposes of audit.

REVIEWED BY

PREPARED BY

TITLE

TITLE PHONE NUMBER

DATE

DATE

EXHIBIT E

**PIMA COUNTY COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
ADMINISTRATION**

FY2014-2015 CONTRACT #

**SOUTHWEST FAIR HOUSING COUNCIL, INC.
ANALYSIS OF IMPEDIMENTS TO FAIR HOUSING CHOICE**

BUDGET MODIFICATION

Please include:

1. A written justification for the modification for the line item(s) you wish to change; and
2. A new billing request with the requested change.

Budget change request must be limited to 10% of the total Grant Agreement amount and submitted within 30 days of the request.

Requests for budget change may not be accepted after July 7, 2015.

Please include the following:

Date: _____

Name of person requesting change: _____

Activity	Budgeted	Expenditures This Month	Cumulative Expenditures	Balance Available
Salaries and Benefits	\$12,979.00			
Primary Research	\$ 250.00			
Materials and Supplies	\$ 400.00			
HMDA Analysis	\$ 2,500.00			
Total Budget	\$16,129.00			

The reason for the changes to our budget is as follows:

Authorized Signature

Date

Mail or fax to:

Martha Martin
Pima County Housing Center
801 W. Congress St.
Tucson, AZ 85745
(520) 724-2460
Martha.Martin@pima.gov