



## BOARD OF SUPERVISORS AGENDA ITEM REPORT AWARDS / CONTRACTS / GRANTS

Award  Contract  Grant

Requested Board Meeting Date: August 2, 2022

\* = Mandatory, information must be provided

or Procurement Director Award:

### \*Contractor/Vendor Name/Grantor (DBA):

Groundworks Tucson

### \*Project Title/Description:

The Creative Youth Alliance

### \*Purpose:

Groundworks Tucson's mission is to promote youth-driven music and arts in Tucson. This group is comprised of young people that create programming, design and execute artistic youth events, which bring awareness to cultural issues and racial equity. A group of 10-12 young people called the Creative Youth Alliance (CYA) will lead a series of workshops that aim to capture young people's experiences and concerns in Pima County during the COVID-19 pandemic. Once these experiences are captured by youth, with support from a trusted adult from Groundworks, young people will turn their stories into works of art and youth focused events that cover topics such as mental health and wellness, social justice and health/racial equity.

### \*Procurement Method:

This grant sub-award is a non-Procurement agreement and not subject to Procurement rules.

### \*Program Goals/Predicted Outcomes:

The project will expand the work the Creative Youth Alliance has been implementing. 10-12 young people under the age of 24 will organize, host and implement public meetings for youth (in-person and virtual) to center youth experiences and concerns and turn them into arts expression such as music, dance, theatre, etc. The Creative Youth Alliance will use public showcases as an act of resiliency for historically marginalized youth. CYA will also host social hours for youth exploring various forms of art at no charge. CYA hopes social hours will promote youth social development. CYA will also use this opportunity to organize and implement community events lead by young people that focus on underserved youth. CYA will identify organizations that focus on racial equity, social justice and/or collective action. CYA will be expanding programming by creating outreach and marketing materials to implement a plan to engage youth in programming. Lastly, CYA will use funds to implement mindfulness/wellness strategies and resource-based trainings to help build resiliency in youth communities.

### \*Public Benefit:

Creative Youth Alliance programming engages approximately 400-500 mostly youth every month and engages more than 200 community members at youth-led and youth centered art events. This project will continue to engage young artists in Pima County by supporting them in creating meaningful works of art as an act of resiliency. It will also expand community engagement by hosting social hours that address topics such as mental health and wellness, social justice and health/racial equity.

### \*Metrics Available to Measure Performance:

The CYA project will be successful if youth engagement is on par or surpasses the current number of youth served monthly. CYA will also be capturing the impacts of events by administering surveys to measure if skills have grown in the areas of leadership, independent youth-dialogue discussion, and community engagement around topics of the key focus areas. The surveys will also help identify areas of improvement for future CYA programming. To track progress, inclusion, and diversity, Groundworks will track a combination of data including surveys, event records, live recordings (when applicable), photos, and any other useful means of measuring the success of the program.

### \*Retroactive:

Yes. When the opportunity for these mini-grants was published, the plan had been to sign Memorandums of Understanding, a much quicker process. The advertised start date for the projects was July 1, 2022. Upon careful review of the proposed activities, GMI determined the mini-grants needed to be sub-recipient agreements to comply with the requirements of federal grant guidance (see 2 CFR200.93). Sub-recipient agreements require BOS approval and GMI offered to have them be retroactive to the published start date. The August 2, 2022 BOS date is the earliest we could get the agreements to the BOS.

OK GMI  
07/15/22 To: COB 7-20-22 (Q)  
Vers.: 1  
pgs.: 5

JUL1922PM0146 PD

THE APPLICABLE SECTION(S) BELOW MUST BE COMPLETED

Click or tap the boxes to enter text. If not applicable, indicate "N/A". Make sure to complete mandatory (\*) fields

Contract / Award Information

Document Type: CT

Department Code: HD

Contract Number (i.e., 15-123): 23-020

Commencement Date: 07/01/2022

Termination Date: 10/31/2022

Prior Contract Number (Synergen/CMS): N/A

Expense Amount \$ 9,999.00 \*

Revenue Amount: \$ \_\_\_\_\_

\*Funding Source(s) required: U.S. Department of Health and Human Services, Centers for Disease Control and Prevention

Funding from General Fund?  Yes  No If Yes \$ \_\_\_\_\_ % \_\_\_\_\_

Contract is fully or partially funded with Federal Funds?  Yes  No

If Yes, is the Contract to a vendor or subrecipient? Subrecipient

Were insurance or indemnity clauses modified?  Yes  No

If Yes, attach Risk's approval.

Vendor is using a Social Security Number?  Yes  No

If Yes, attach the required form per Administrative Procedure 22-10.

Amendment / Revised Award Information

Document Type: \_\_\_\_\_ Department Code: \_\_\_\_\_ Contract Number (i.e., 15-123): \_\_\_\_\_

Amendment No.: \_\_\_\_\_ AMS Version No.: \_\_\_\_\_

Commencement Date: \_\_\_\_\_ New Termination Date: \_\_\_\_\_

Prior Contract No. (Synergen/CMS): \_\_\_\_\_

Expense  Revenue  Increase  Decrease Amount This Amendment: \$ \_\_\_\_\_

Is there revenue included?  Yes  No If Yes \$ \_\_\_\_\_

\*Funding Source(s) required: \_\_\_\_\_

Funding from General Fund?  Yes  No If Yes \$ \_\_\_\_\_ % \_\_\_\_\_

Grant/Amendment Information (for grants acceptance and awards)  Award  Amendment

Document Type: \_\_\_\_\_ Department Code: \_\_\_\_\_ Grant Number (i.e., 15-123): \_\_\_\_\_

Commencement Date: \_\_\_\_\_ Termination Date: \_\_\_\_\_ Amendment Number: \_\_\_\_\_

Match Amount: \$ \_\_\_\_\_  Revenue Amount: \$ \_\_\_\_\_

\*All Funding Source(s) required: \_\_\_\_\_

\*Match funding from General Fund?  Yes  No If Yes \$ \_\_\_\_\_ % \_\_\_\_\_

\*Match funding from other sources?  Yes  No If Yes \$ \_\_\_\_\_ % \_\_\_\_\_

\*Funding Source: \_\_\_\_\_

\*If Federal funds are received, is funding coming directly from the Federal government or passed through other organization(s)? \_\_\_\_\_

Contact: Sharon Grant

Department: Health

Telephone: 724-7842

Department Director Signature: Sharon Grant

Date: 7-14-22

Deputy County Administrator Signature: Deputy County Administrator

Date: 7-14-22

County Administrator Signature: County Administrator

Date: 7-14-2022

**Pima County Department of Health**

**Project:** The Creative Youth Alliance

**Subrecipient:** Groundworks Tucson  
2919 E. Grant Rd.  
Tucson, AZ 85716

**Amount obligated by this action:** \$9,999.00

**Contract No.:** CT-HD-23-020

**Funding:** U.S. Department of Health and Human Services, Centers for Disease Control and Prevention

**Sub-award Period of Performance / Budget Period:** 07/01/22 – 10/31/2022

<b>Subrecipient UEI #:</b> SSN3WGGXP3G4		<b>SAM Registration Date:</b> 01/22/2021		
<b>Federal Award Identification Number:</b> NH75OT000063		<b>Federal Award Date:</b> 05/28/2021		
Total amount of the Federal Award committed to subrecipient by County: \$9,999.00		Total amount of Federal Funds obligated to subrecipient by County: \$9,999.00		
<b>Required Match:</b>		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		<b>Match Amount:</b> N/A
<b>Indirect Cost Rate:</b>	<input checked="" type="checkbox"/> Federal		<input type="checkbox"/> NICR	<input type="checkbox"/> de minimis <input type="checkbox"/> None
<b>Status of Contractor:</b>	<input checked="" type="checkbox"/> Subrecipient		<input type="checkbox"/> Contractor	<b>Research and Development:</b> No
CFDA	<b>Program Description</b>		<b>National Funding</b>	<b>Pima County Award</b>
93.391	Activities to Support State, Tribal, Local and Territorial (SLTL) Health Department Response to Public Health or Healthcare Crises		\$2,250,000,000	\$6,510,503

**SUBRECIPIENT AGREEMENT**

**1. Parties and Background.**

- 1.1. **Parties.** This Agreement is between Pima County, a body politic and corporate of the State of Arizona ("County"), and Groundworks Tucson ("Subrecipient").
- 1.2. **Authority.** Pima County received grant funds from the Centers for Disease Control and Prevention (CDC) through the National Initiative to Address COVID-19 Disparities funding opportunity.
- 1.3. **Background.** County's approved work plan and budget provided for sub-awarding to community agencies through re-granting processes. Subrecipient was selected through a "New Pathways" mini-grants opportunity that was published on pima.gov on May 13, 2022. Subrecipient submitted an application in response to this solicitation on May 27, 2022.

2. **Term.**

- 2.1. **Initial Term.** The term of this Agreement commences on July 1, 2022 and will terminate on October 31, 2022. If the commencement date of the Initial Term is before the signature date of the last party to execute this Agreement, the parties will, for all purposes, deem the Agreement to have been in effect as of the commencement date.
3. **Scope of Services.** Subrecipient will implement the scope described in the attached **Exhibit A** (1 page).
4. **Key Personnel.** Subrecipient will employ suitably trained and skilled professional personnel or volunteers to perform all activities under this Contract. Personnel will be employees or volunteers of the Subrecipient covered by policies and practices of Subrecipient.
5. **Fingerprinting** Subrecipient ensure that each person, whether paid or not, shall have as a condition of employment a valid fingerprint clearance card issued pursuant to Arizona Revised Statutes section 41-1758.07 or shall apply for a fingerprint clearance card within seven working days after being employed, if the person is responsible for the provision of services directly to juveniles or vulnerable adults.

6. **Compensation and Payment.**

- 6.1. **Maximum Payment Amount.** County's total payments to Subrecipient under this Contract, including any sales taxes, may not exceed \$9,999.00 (the "NTE Amount"). The NTE Amount can only be changed by a formal written amendment executed by the Parties. Subrecipient is not required to provide any services, payment for which will cause the County's total payments under this Agreement to exceed the NTE Amount; if Subrecipient does so, it is at the Subrecipient's own risk.
- 6.2. **Budget.** County will reimburse subrecipient for expenditures according to the budget in **Exhibit B** (1 page). Subrecipient may request an advance of up to \$2,500 upon execution of award. Changes to the budget in Exhibit B that do not change the NTE Amount may be approved by the Health Department Director or designee. Such changes must be requested in writing and approved prior to Subrecipient making the proposed expenditures.
- 6.3. **Sales Taxes.** The payment amounts or rates in **Exhibit B** do not include sales taxes. Subrecipient may invoice County for sales taxes that Subrecipient is required to pay under this Agreement. Subrecipient will show sales taxes as a separate line item on invoices.
- 6.4. **Timing of Invoices.** Subrecipient will invoice County on a monthly basis within 30 days of the end of the billing period. Payment for late submissions will be withheld at County's discretion. County may refuse to pay for any period for which Contactor does not timely invoice the County and, pursuant to A.R.S. § 11-622(C), will not pay for any period invoiced more than 6-months late.
- 6.5. **Content of Invoices.** Subrecipient will include detailed documentation in support of its invoices as specified in Exhibit A and assign each amount billed to an appropriate line item. Each request for reimbursement must:

- 6.5.1. Have a unique invoice number.
- 6.5.2. Reference this Agreement number.
- 6.5.3. Be approved and signed by the person(s) that prepared the request and an authorized manager, supervisor or executive of the Subrecipient to ensure proper internal financial controls.
- 6.5.4. Be for services as identified in **Exhibit A** of this Agreement.
- 6.5.5. Be accompanied by documentation of expenditures which will include, if applicable:
  - 6.5.5.1. A listing of transactions.
  - 6.5.5.2. Copies of invoices and/or checks.
  - 6.5.5.3. Any other documentation requested by County which provides sufficient supporting documentation, to support the amount requested in the Invoice / Financial Status Report and Request for Funds.
  - 6.5.5.4. Be accompanied by a signed copy of the Invoice / Financial Status Report and Request for Funds. County will provide Subrecipient with a form similar to that attached hereto as **Exhibit C** (1 page) upon execution of this Agreement.
- 6.6. No payments will be made to Subrecipient, until all of the following conditions are met:
  - 6.6.1. Subrecipient has completed and submitted a W-9 Taxpayer Identification Number form;
  - 6.6.2. Subrecipient has registered as a Pima County Vendor at the Pima County Procurement Vendor Portal:  
<http://webcms.pima.gov/cms/One.aspx?portalId=169&pageId=18377>
  - 6.6.3. Adequate and accurate documentation is provided with each request for payment or invoice; and
  - 6.6.4. This Agreement is fully executed.
- 6.7. Any change that increases the maximum allocated amount or that changes the Scope of Work in any material way will require an Agreement amendment. Such change will not be effective, nor will compensation under the change be provided, until the Agreement amendment is fully executed by both parties.
- 6.8. Invoice Adjustments. County may, at any time, question any payment under this Agreement. If County raises a question about the propriety of a past payment, Subrecipient will cooperate with County in reviewing the payment. County may set-off any overpayment against amounts due to Subrecipient under this or any other Agreement between County and Subrecipient. Subrecipient will promptly pay to County any overpayment that County cannot recover by set-off.

7. **Monitoring and Evaluation.**

- 7.1. County will monitor Subrecipient's activities and information sources in the management, fiscal, and services systems of Subrecipient and any subcontracted parties relating to performance of duties and obligations under this Agreement to ensure that Subrecipient uses the funding as allowed by the Department of Health and Human Services.
  - 7.1.1. Making adequate and acceptable progress in the provision of services;
  - 7.1.2. Maintaining adequate and acceptable systems to document services and expenditures; and
  - 7.1.3. Using the funds provided pursuant to this Agreement effectively and efficiently to accomplish the purposes for which funds were made available.
- 7.2. Subrecipient must cooperate in the County's monitoring and evaluation process and any monitoring or oversight by U.S. Department of Health and Human Services.
- 7.3. If County finds that Subrecipient's performance is inconsistent with HHS grants policy and Uniform Guidance, (2 C.F.R. Part 200 and Subpart F), Subrecipient will be in default of this Agreement. If Subrecipient fails to take appropriate actions to correct the default within fifteen (15) calendar days from date of notices, this Agreement may be suspended or terminated.
- 7.4. Books and Records. To the greatest extent permissible by law, County, and any authorized federal, state or local agency, including, but not limited to, the U.S. Department of Health and Human Services, will at all reasonable times have the right of access to Subrecipient's facility, books, documents, papers, or other records which are pertinent to this Agreement, in order to make audits, examinations, excerpts and transcripts for the purpose of evaluating Subrecipient's compliance with this Agreement.

8. **Insurance.** Subrecipient will procure and maintain at its own expense insurance policies (the "**Required Insurance**") satisfying the below requirements (the "**Insurance Requirements**") until all its obligations under this Agreement have been met. The below Insurance Requirements are minimum requirements for this Agreement and in no way limit Subrecipient's indemnity obligations under this Agreement. The County in no way warrants that the required insurance is sufficient to protect the Subrecipient for liabilities that may arise from or relate to this Agreement. If necessary, Subrecipient may obtain commercial umbrella or excess insurance to satisfy the Insurance Requirements.

8.1. Insurance Coverages and Limits:

- 8.1.1. Business Automobile Liability: Coverage for any owned, leased, hired, and/or non-owned vehicles assigned to or used in the performance of this Contract with minimum limits not less than \$300,000 combined single limit for bodily injury and property damage.
- 8.1.2. Workers' Compensation (WC) and Employers' Liability: Arizona Statutory Workers' Compensation benefits. In Arizona, workers' compensation statutory coverage is compulsory for employers of one or more employees. Note: The

Workers' Compensation requirement does not apply if Contractor has no employees and therefore is exempt under A.R.S. § 23-901, and has signed and executed the Pima County Sole Proprietor (Independent Contractor) Waiver form.

- 8.1.3. **Professional Liability (E & O) Insurance:** Professional Liability to include professional misconduct and negligent acts of anyone performing professional services in the delivery of products, services and/or licensed programs under this contract with policy limits not less than \$1,000,000 Each Claim and \$1,000,000 Annual Aggregate. A Claims-Made policy is acceptable.

8.2. **County Verification and Approval of Coverage:**

- 8.2.1. **Coverage Documentation:** Contractor must provide certificates of insurance or other appropriate documentation to County. Each certificate must include in the body of the Certificate the Pima County contract tracking number and Project Name for this Contract, which is on the first page of the Contract.
- 8.2.2. **Insurance Renewal:** The insurance policy must be in effect prior to commencement of work under this contract and remain in effect for the duration of the project. If the policy expires during the contract period, a renewal certificate must be provided to County not less than 15 days prior to the policy's expiration date. Failure to maintain the Required Insurance, or to provide evidence of renewal prior to the renewal date, is a material breach of this Contract.
- 8.2.3. **Cancellation Notice:** Each Required Insurance policy must provide that County will receive not less than thirty (30) days advance written notice of any policy cancellation, except 10-days prior notice is sufficient when the cancellation is for non-payment of a premium. Contractor must also provide notice to Pima County within two days of their receipt of notice of a policy suspension, policy cancelation or a material change of coverage of the Required Insurance.
- 8.2.4. **Approval and Modifications:** The Pima County Risk Manager may approve modifications of the Insurance Requirements without the necessity of a formal Contract amendment, but the approval must be in writing. Neither the County's failure to obtain a required insurance certificate or endorsement, the County's failure to object to a non-complying insurance certificate or endorsement, or the County's receipt of any other information from the Contractor, its insurance broker(s) and/or insurer(s), constitutes a waiver of any of the Insurance Requirements.

9. **Indemnification.** To the fullest extent permitted by law, Subrecipient will defend, indemnify, and hold harmless Pima County and any related taxing district, and the officials and employees of each of them (collectively, "Indemnitee") from and against any and all claims, actions, liabilities, losses, and expenses (including reasonable attorney fees) (collectively, "Claims") arising out of actual or alleged injury of any person (including death) or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by any act or omission of Subrecipient or any of Subrecipient's directors, officers, agents, employees, volunteers, or subcontractors. This indemnity includes any claim or amount arising or recovered under the Workers' Compensation Law or arising out of the failure of Subrecipient to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. The Indemnitee will, in all instances, except for Claims arising

solely from the acts or omissions of the Indemnitee, be indemnified by Subrecipient from and against any and all Claims. Subrecipient is responsible for primary loss investigation, defense and judgment costs for any Claim to which this indemnity applies. This indemnity will survive the expiration or termination of this Agreement.

**10. Laws and Regulations.**

- 10.1. Compliance with Laws. The parties will comply with all federal, state, and local laws, rules, regulations, standards and Executive Orders.
- 10.2. Compliance with Federal Grant Regulations. The Subrecipient acknowledges that federal financial assistance will be used to fund this contract. The Subrecipient will comply with all applicable federal law, regulations, executive orders, HHS policies, procedures, and directives.
- 10.3. Federal Funding Accountability and Transparency Act (FFATA). FFATA applies to all federal awards and includes requirements on executive compensation and requirements related to implementing the Act for the non-Federal entity at 2 CFR parts 25 (UEI) and 170 (Exec comp). See also statutory requirements for whistleblower protections at 10 U.S.C. 2409, 41 U.S.C. 4712, and 10 U.S.C. 2324, 41 U.S.C. 4304 and 4310.
- 10.4. Administrative and audit requirements. Subrecipient will comply with the requirements of 45 CFR part 75 including internal controls, subrecipient monitoring and management, cost principles and audit requirements.
- 10.5. No Obligation by Federal Government. The federal government is not a party to this contract and is not subject to any obligations or liabilities to the non-federal entity, Subrecipient, or any other party pertaining to any other matter resulting from the contract.
- 10.6. 10.6 Byrd Anti-Lobbying Amendment. Contractor certifies that it has not and will not use Federal appropriated funds to pay any person or organization for 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.
- 10.7. Licensing. Subrecipient warrants that it is appropriately licensed to provide the services under this Agreement and that its subcontractors will be appropriately licensed.
- 10.8. Choice of Law; Venue. The laws and regulations of the State of Arizona govern the rights and obligations of the parties under this Agreement. Any action relating to this Agreement must be filed and maintained in the appropriate court of the State of Arizona in Pima County.
- 10.9. Debarment and Suspension. Contractor warrants that they are not listed on the government wide exclusions in the System for Award Management (SAM). SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded

by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

- (a) This contract is a covered transaction for purposes of 2 CFR 180 and 2 CFR 3000. As such the Subrecipient is required to verify that none of the Contractors, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (b) The Subrecipient is required to provide their Unique Entity Identifier (UEI) number to Pima County.
- (c) The contractor agrees to obtain a Unique Entity Identifier (UEI) from the System for Award Management at SAM.gov, so that County may verify SAM Exclusions status for this UEI. This contract will be subject to cancellation 30 days following execution if a UEI has not been provided.

10.10. Subrecipient must disclose, in a timely manner, in writing to the County and the HHS OIG, all information related to violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award.

#### 10.11. Non-Discrimination

10.11.1. Subrecipient will comply with all provisions and requirements of Arizona Executive Order 2009-09, which is hereby incorporated into this Agreement, including flow-down of all provisions and requirements to any subcontractors. During the performance of this Agreement, Subrecipient will 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.

10.11.2. As a condition of receipt of Federal financial assistance, you acknowledge and agree that you must comply (and require any subrecipients, contractors, successors, transferees, and assignees to comply) with applicable provisions of national laws and policies prohibiting discrimination, including but not limited to:

10.11.2.1. Subrecipient will comply with Title II of the Americans with Disabilities Act (Public Law 110-325, 42 U.S.C. §§ 12101-12213) and the federal regulations for Title II (28 CFR Part 35).

10.11.2.2. Title VI of the Civil Rights Act of 1964, as amended, which prohibits you from discriminating on the basis of race, color, or national origin (42 U.S.C. 2000(d) et seq.).

10.11.2.3. As clarified by Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs [in accordance with (agency shall insert reference here to its own

LEP guidance]. Meaningful access may entail providing language assistance services, including oral and written translation, where necessary. You are encouraged to consider the need for language services for LEP persons served or encountered both in developing your budgets and in conducting your programs and activities. For assistance and information regarding your LEP obligations, go to <http://www.lep.gov>.

11. **Independent Contractor.** Subrecipient is an independent contractor. Neither Subrecipient, nor any of Subrecipient's officers, agents or employees will be considered an employee of Pima County for any purpose or be entitled to receive any employment-related benefits, or assert any protections, under the Pima County Merit System. Subrecipient is responsible for paying all federal, state and local taxes on the compensation received by Subrecipient under this Agreement and will indemnify and hold County harmless from any and all liability that County may incur because of Subrecipient's failure to pay such taxes.
12. **Subcontractors.** Subrecipient is 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 Subrecipient is responsible for the acts and omissions of its own employees. Nothing in this Agreement creates 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.
13. **Assignment.** Subrecipient may not assign its rights or obligations under this Agreement, in whole or in part, without the County's prior written approval. County may withhold approval at its sole discretion.
14. **Authority to Contract.** Subrecipient warrants its right and power to enter into this Agreement. If any court or administrative agency determines that County does not have authority to enter into this Agreement, County will not be liable to Subrecipient or any third party by reason of such determination or by reason of this Agreement.
15. **Full and Complete Performance.** The failure of either party to insist, in one or more instances, upon the other party's complete and satisfactory performance under this Agreement, or to take any action based on the other party's failure to completely and satisfactorily perform, is not a waiver of that party's right to insist upon complete and satisfactory performance, or compliance with any other covenant or condition in this Agreement, 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 is not an accord and satisfaction.
16. **Cancellation for Conflict of Interest.** This Agreement is subject to cancellation for conflict of interest pursuant to A.R.S. § 38-511, the pertinent provisions of which are incorporated into this Agreement by reference.
17. **Termination by County.**
  - 17.1. **Without Cause.** Either Party may terminate this Agreement at any time without cause by notifying the other Party, in writing, at least 30 days before the effective date of the termination. In the event of such termination, County's only obligation to Subrecipient will be payment for services rendered prior to the date of termination.

17.2. **With Cause.** Either Party may terminate this Agreement at any time without advance notice and without further obligation to the other Party when either Party finds the other Party to be in default of any provision of this Agreement.

17.3. **Non-Appropriation.** Notwithstanding any other provision in this Agreement, either Party may terminate this Agreement if for any reason there are not sufficient appropriated and available monies for the purpose of maintaining County, Subrecipient, or other public entity obligations under this Agreement. In the event of such termination, County will have no further obligation to Subrecipient, other than to pay for services rendered prior to termination.

18. **Notice.** Any notice required or permitted to be given under this Agreement must be in writing and be served by personal delivery or by certified mail upon the other party as follows:

<b>County:</b> Theresa Cullen, MD, MS, Director Pima County Health Department 3950 S. Country Club Rd, #100 Tucson, AZ 85714	<b>Subrecipient:</b> Logan W Greene, Director Groundworks Tucson 2919 E. Grant Rd. Tucson, AZ 85716
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19. **Non-Exclusive Agreement.** Subrecipient understands that this 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.

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

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

22. **Audit Requirements**

22.1. Subrecipient will:

22.1.1. Establish and maintain a separate, identifiable accounting of all funds provided by County under this Agreement. The accounting must record all expenditures that are used to support invoices and requests for payment from County.

22.1.2. Upon written notice from County, provide a program-specific or financial audit. Such notice from County will specify the period to be covered by the audit, the type of audit and the deadline for completion and submission of the audit.

22.1.3. Ensure that any audit conducted pursuant to this Agreement is performed by a qualified, independent accounting firm and submitted to County within six (6) months of completion of the audit required pursuant to this Section 22, unless a different time is specified by County. The audit submitted must include Subrecipient responses, if any, concerning any audit findings.

22.1.4. Pay all costs for any audit required or requested pursuant to this Section 22.

22.2. Subrecipient status:

- 22.2.1. If Subrecipient is a "nonprofit corporation" that meets the definition of "corporation" in A.R.S. 10-3140, Subrecipient will comply with the applicable audit requirements set forth in A.R.S. 11-624, "Audit of Non-Profit Corporations Receiving County Monies."
- 22.2.2. Subrecipient will comply with federal single audit requirements and, upon request from County, provide County with a copy of the required audit document within ninety (90) days following the end of Subrecipient's fiscal year.

22.3. Subrecipient must timely submit the required or requested audit(s) to:

Pima County Grants Management and Innovation  
130 West Congress St, 3<sup>rd</sup> floor  
Tucson, Arizona 85701

23. **Books and Records.** Subrecipient will keep and maintain proper and complete books, records and accounts, which will be open at all reasonable times for inspection and audit by duly authorized representatives of County. In addition, Subrecipient will retain all records relating to this Agreement for at least five (5) years after its expiration or termination or, if later, until any related pending proceeding or litigation has concluded.

24. **Public Records.**

24.1. **Disclosure.** All documents submitted in response to the solicitation resulting in award of this Agreement public records. As such, those documents are subject to release and/or review by the general public upon request, including competitors.

25. **Legal Arizona Workers Act Compliance.**

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

25.2. **Books & Records.** County has the right at any time to inspect the books and records of Subrecipient and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

25.3. **Remedies for Breach of Warranty.** Any breach of Subrecipient's or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, is a material breach of this Agreement subjecting Subrecipient to penalties up to and including suspension or termination of this Agreement. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, Subrecipient will 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. Any additional costs attributable directly or indirectly to such remedial action are the responsibility of Subrecipient.

25.4. **Subcontractors.** Subrecipient will advise each subcontractor of County's rights, and the subcontractor's obligations, under this Section 24 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 is a material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract."

26. **Israel Boycott Certification.** Pursuant to A.R.S. § 35-393.01, if Subrecipient engages in for-profit activity and has 10 or more employees, and if this Agreement has a value of \$100,000.00 or more, Subrecipient certifies it is not currently engaged in, and agrees for the duration of this Agreement to not engage in, a boycott of goods or services from Israel. This certification does not apply to a boycott prohibited by 50 U.S.C. § 4842 or a regulation issued pursuant to 50 U.S.C. § 4842.
27. **Amendment.** The parties may modify, amend, alter or extend this Agreement only by a written amendment signed by the parties.
28. **Entire Agreement.** This document constitutes the entire agreement between the parties pertaining to the subject matter it addresses, and this Agreement supersedes all prior or contemporaneous agreements and understandings, oral or written.
29. **Effective Date.** This Agreement will become effective when all parties have signed it. The effective date of the Agreement will be the date this Agreement is signed by the last party (as indicated by the date associated with that party's signature).

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

PIMA COUNTY

Chair, Board of Supervisors

Date

ATTEST

Clerk of the Board

Date

APPROVED AS TO FORM

Deputy County Attorney  
Jonathan Pinkney

Print DCA Name

7/14/22

APPROVED AS TO CONTENT

Department Representative

7/15/22

Date

SUBRECIPIENT

  
Authorized Officer Signature

Logan Greene, Director  
Printed Name and Title

07/14/2022

Date

## **Exhibit A (1 page)**

### **Scope of Services**

Groundworks Tucson's mission is to promote youth-driven music and arts in Tucson. This group is comprised of young people that create programming, design and execute artistic youth events, which bring awareness to cultural issues and racial equity. Isolation has been one of the most significant consequences of the pandemic and has created significant mental health challenges for youth specifically. The events and informal opportunities to get together at Groundworks have helped to address these challenges.

In 2022 the Creative Youth Alliance (CYA) was formed, comprised of 10-12 people under age 24 along with one adult "accomplice". The CYA was started thanks to a grant from the Arizona Commission on the Arts which trained Groundworks staff in Creative Youth Development and funded four youth-led events showcasing high-school and college-aged musicians, artists and socially conscious presenters. Through this opportunity, Groundworks laid the foundation for how youth-focused programming will be created in the organization. However, funding for this project ends on June 30, 2022.

These grant funds will be used to continue the work of the CYA, expand access, impact and reach of the program, and to adequately compensate youth performers, presenters, and artists for their work and time. Groundworks will continue to hold regular public meetings for youth (both in-person and virtually) to develop creative ideas, provide free community events that feature youth creatives, and further develop relationships with community partners. This funding will also allow for the expansion of the CYA in the following ways: 1) In addition to regular events, the CYA would be able to host regular social-hours for youth exploration into the arts for free. The aim will be to promote youth social development and the exploration into the arts and artistic skills. 2) The CYA would expand partnerships with local community organizations that specifically work with underserved youth. Each event will bring awareness to a cause or organization tied to racial equity, social justice and/or collective action. 3) In order to find new members and broaden the reach and diversity of the CYA, funding for marketing and outreach is a crucial component of the effectiveness of the plan. The visual component of all marketing materials would come from the CYA's own team. Marketing will bring new voices to the regular meetings and there will be outreach and activities for new members to share their ideas and be heard in this community. 4) Finally, this grant will also help expand the focus of the CYA to include accessibility during the Covid-19 pandemic, mindfulness and wellness strategies for youth, and resource-based training/information to build resilience in youth communities.

Groundworks will partner with local organizations that represent different youth communities in urban, low-income, and disadvantaged areas, as well as different backgrounds including disabled youth, LGBTQIA+ communities, African-American and Hispanic/Latinx communities in Tucson. Every aspect of the plan will be youth-led with support from adult accomplices/supervisors and no decision will be made without youth input and youth voices. To track progress, inclusion, and diversity, Groundworks will track a combination of data including surveys, event records, live recordings (when applicable), photos, and any other useful means of measuring the success of the program.

**Exhibit B (1 page)**  
**Budget/Spending Plan**

County will reimburse subrecipient's expenses up to the Not to Exceed amount of the award (\$9,999.00). A detailed budget and justification will be submitted to County upon execution of this award to ensure that costs are reasonable, allowable and allocable to the federal grant funding this award.

Grant funds will be used to pay for staff time and travel, provide a stipend to musicians and artists for their time and travel, speakers and consultants from other organizations, venue fees, marketing expenses and materials, and miscellaneous small expenses.

Invoices submitted with programmatic monthly reports must contain adequate supporting documentation to verify the amount and nature of expenditures. Invoices and monthly reports shall be submitted to the County no later than the 15th of the month following the end of the month being invoiced for. County will pay invoices no later than 30 days from receipt of invoice and monthly report.

Please refer to Article #6 for additional information on billing.

County reserves the right to audit Contractor's financial records as relates to the performance of duties under this Agreement.

**EXHIBIT C** (1 page)**PIMA COUNTY INVOICE REQUEST  
SAMPLE**

Invoice For The Month Of \_\_\_\_\_, 2021

PLEASE SEND INVOICE TO THE ATTENTION OF:	AGENCY INVOICE INFORMATION:	FEDERAL FUNDING INFORMATION _____
		INV DATE _____
		PROGRAM NAME _____
		INVOICE # _____ CFDA # <b>21.019</b>

**APPROVED BUDGET & BILLING DETAILS (07/01/21-06/30/21)**

PAYMENT TERMS: Net 30 Days	APPROVED BUDGET	Mar-20 Billed Amt	Apr-20 Billed Amt	May-20 Billed Amt	Jun-20 Billed Amt	Jul-20 Billed Amt	Aug-20 Billed Amt	Sep-20 Billed Amt	Oct-20 Billed Amt	Nov-20 Billed Amt	YEAR TO DATE TOTALS	BALANCE REMAINING
Salary	-										-	-
Fringe Benefits	-										-	-
Travel	-										-	-
Supplies	-										-	-
Contractual Services	-										-	-
Other	-										-	-
Indirect	-										-	-
<b>TOTAL CONTRACT BILLING</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>

By signing this report: I certify that to the best of my knowledge: (1) the information reported represents actual receipts and actual expenditures which have been incurred in accordance with the agreement for management and implementation of the contracted program and are based on official accounting records and supporting documents which will be maintained by us for purposes of audit; and (2) the report is true, complete and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statement, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).

**REQUIRED SUBRECIPIENT SIGNATURES:**

Agency Preparer Signature - please print &amp; sign

Date

Contact Phone Num/Ext

Agency Authorized Approver Signature - please print &amp;

Contact Phone Num/Ext

**~~~~FOR PIMA COUNTY USE ONLY~~~~**

Date bill rcv'd/Initials

Date rtnd for corrections/Initials

Date rvwd &amp; submitted for payment/Initials