



BOARD OF SUPERVISORS AGENDA ITEM REPORT
CONTRACTS / AWARDS / GRANTS

Requested Board Meeting Date: 05/05/15

or Procurement Director Award ☐

Contractor/Vendor Name (DBA): Kuehl Enterprises LLC

Project Title/Description:

Consulting Services for Planning, Technical/Training Assistance and Report Planning.

Purpose:

To assist County in providing planning, technical/training assistance & report preparation including the 2015-2019 HUD Consolidated Plan, Annual Action Plan, Consolidated Performance & Evaluation report & Promise Zone Initiative

Procurement Method:

Pursuant to Section 1124.010 of Pima County Code

Program Goals/Predicted Outcomes:

N/A

Public Benefit:

N/A

Metrics Available to Measure Performance:

N/A

Retroactive:

No

Original Information

Document Type: Contract Department Code: CDNC Contract Number (i.e., 15-123): 15*455

Effective Date: 05/05/15 Termination Date: 02/28/16 Prior Contract Number (Synergen/CMS): _____

☒ Expense Amount: \$ 30,000.00 ☐ Revenue Amount: \$ _____

Funding Source(s): \$20,000.00 U.S. Dept. of Housing & Urban Development/CDBG =67%
\$10,000 Pima County General Funds/Administration=33%

Cost to Pima County General Fund: \$10,000.00

Contract is fully or partially funded with Federal Funds? ☒ Yes ☐ No ☐ Not Applicable to Grant Awards

Were insurance or indemnity clauses modified? ☒ Yes ☐ No ☐ Not Applicable to Grant Awards

Vendor is using a Social Security Number? ☐ Yes ☒ No ☐ Not Applicable to Grant Awards

If Yes, attach the required form per Administrative Procedure 22-73.

Amendment Information

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

Amendment No.: _____ AMS Version No.: _____

Effective Date: _____ New Termination Date: _____

☐ Expense ☐ Revenue ☐ Increase ☐ Decrease Amount This Amendment: \$ _____

Funding Source(s): _____

Cost to Pima County General Fund: _____

APR 24 15 09 307 PC CLK OF BD

Contact: Gloria Soto

Department: CDNC

Telephone: 520-724-3751

Department Director Signature/Date: Margaret H. Kud 04-15-2015

Deputy County Administrator Signature/Date: J. K. A. L. 4-20-15

County Administrator Signature/Date: C. Danielberry 4/20/15
(Required for Board Agenda/Addendum Items)

**PIMA COUNTY COMMUNITY DEVELOPMENT AND
NEIGHBORHOOD CONSERVATION DEPARTMENT**

CONTRACT
NO. <u>CT-CD-1500000000000000455</u>
AMENDMENT NO. _____
<small>This number must appear on all invoices, correspondence and documents pertaining to this contract.</small>

Program/Project Name: *Consulting Services for Planning, Technical/Training Assistance and Report Planning*

Contractor: Kuehl Enterprises LLC
P O Box 642
Humboldt AZ. 856329

DUNS No.: 182889076

Program Description: Consulting services to assist County in providing planning, technical/training assistance and report preparation including the 2015-2019 HUD Consolidated Plan, Annual Action Plan (AAP), Consolidated Annual Performance & Evaluation Report (CAPER) and Promise Zones Initiative.

Contract Term: 5/05/15, or upon execution by Pima County Board of Supervisors, whichever is later, through 2/28/16.

Amount: \$30,000.00

Funding: U.S. Department of Housing and Urban Development & Pima County General Funds

Federal Contract No. B-14-UC-04-0502

Award Date: 7/1/2014

CFDA	Program Description	National Funding	Pima County Award
14.218	Community Development Block Grant / Entitlement Communities (CDBG)	FY 14 est. \$1,948,870,000	\$2,498,848

Is this a Research and Development Contract: ☐ Yes ☒ No

AGREEMENT

This Agreement is entered into by and between Pima County, a body politic and corporate of the State of Arizona ("COUNTY") and Kuehl Enterprises, L.L.C., hereinafter called ("CONTRACTOR").

RECITALS

- A. COUNTY requires consultant services to provide planning, technical/training assistance and report preparation for the 2015-2019 HUD Consolidated Plan, Annual Action Plan, Consolidated Annual Performance & Evaluation Report and Promise Zones Initiative.
- B. The City of Tucson issued a solicitation for consulting services to update the City of Tucson and Pima County Five-Year (2015-2019) Consolidated Plan.
- C. Pursuant to Section 1124.010 of the Pima County Code, County may enter into a cooperative purchasing agreement to acquire materials and services under the contracts of other public entities.

- D. CONTRACTOR submitted the most advantageous response to the City of Tucson solicitation and was awarded a contract for such services. The solicitation is attached to City of Tucson Agreement for Services No. 1561090.
- E. COUNTY has funds under the 2014-2015 Annual Action Plan from the U.S. Department of Housing and Urban Development ("HUD") Community Development Block Grant ("CDBG") to cover a portion of CONTRACTOR's services.
- F. COUNTY has determined that the services and activities to be provided by CONTRACTOR are eligible for CDBG funding.

NOW THEREFORE, COUNTY and CONTRACTOR, pursuant to the above, and in consideration of the matters and things set forth herein, agree as follows:

1.0 TERM AND EXTENSION/RENEWAL

- 1.1 This Agreement will be effective upon execution by COUNTY and will terminate on February 28, 2016, unless sooner terminated or further extended pursuant to the provisions of this Agreement. The parties may renew this Agreement for up to one (1) additional one-year period or any portion thereof.
- 1.2 Any modification or extension of this Agreement must comply with the modification provisions contained in Exhibit B.

2.0 SCOPE

- 2.1 Purpose: This Agreement establishes the rights and responsibilities of the Parties for the use of Community Development Block Grant ("CDBG") funds from HUD and county general funds for consulting services. CONTRACTOR will provide planning, technical/training assistance, and report preparation to COUNTY. Report preparation will include, but is not limited to: the 2015-2019 HUD Consolidated Plan, Annual Action Plan ("AAP") and Consolidated Annual Performance and Evaluation Report ("CAPER").
- 2.2 Contractor Activities: In consideration for the funds provided pursuant to this Agreement, CONTRACTOR will:
 - 2.2.1 Perform the activities set forth in Exhibit A.
 - 2.2.2 Comply with the Special Agency Conditions set forth in Exhibit B.
 - 2.2.3 Provide the report(s) set forth in Exhibit A.
 - 2.2.4 Warrant compliance with Contractor's Certification set forth in Exhibit C.
 - 2.2.5 Employ suitable trained and skilled personnel to perform all services under this Agreement.
- 2.3 Performance: CONTRACTOR will:
 - 2.3.1 Perform all work to the satisfaction of COUNTY.
 - 2.3.2 Undertake the same obligations to the COUNTY, as the COUNTY does to HUD pursuant to the 2014 - 2015 Annual Action Plan and assurances. CONTRACTOR will hold COUNTY harmless against any injury that COUNTY may suffer with respect to HUD on account of any failure on the part of CONTRACTOR to fulfill obligations to HUD.

3.0 PAYMENT

- 3.1 **Maximum Allocation of funds.** This is a cost reimbursement contract for completion of activities and deliverables. Funds in an amount not-to-exceed **\$30,000.00** (“the Maximum Allocated Amount”) have been allocated for the purposes set forth in Exhibit A.
- 3.2 Reimbursement to CONTRACTOR will not exceed the Maximum Allocated Amount.
- 3.3 Requests for reimbursement shall include all claims and invoices of every kind and nature against COUNTY arising under this Agreement.
- 3.4 CONTRACTOR shall submit requests for reimbursement upon completion of activity or deliverable.
- 3.5 All requests for payments shall be made on the form set forth in Exhibit D and reference this contract number. Requests must be:
- 3.5.1 Approved and signed by an authorized representative of CONTRACTOR.
 - 3.5.2 For CDBG-eligible services and costs as identified in Exhibit A.
 - 3.5.3 Supported by documentation which, depending on the reimbursement approved for the activities, must include, but is not limited to:
 - 3.5.3.1 A summary report of expenditures by expense categories as show in the approved budget in Exhibit A.
 - 3.5.3.2 Detailed travel and training reports.
 - 3.5.3.3 Total hours worked per deliverable.
 - 3.5.3.4 Any other documentation requested by COUNTY.
 - 3.5.4 Comply with the applicable provisions of 2 CFR Parts 200 and 2400.
- 3.6 If each request for payment includes all required documentation and the documentation is accurate, COUNTY will generally reimburse CONTRACTOR for approved, eligible costs thirty (30) days from the date a proper request is received by Pima County Finance Department. CONTRACTOR must budget its cash needs accordingly.
- 3.7 **CONTRACTOR may not bill the COUNTY for costs which are paid by another source.** CONTRACTOR 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 Agreement.
- 3.8 CONTRACTOR must reimburse COUNTY for improper, unallowable or unsubstantiated costs discovered as a result of audit or otherwise with thirty (30) days following demand for reimbursement by COUNTY.
- 3.9 For the period or record retention required under Section 21, COUNTY reserves the right to question any reimbursement provided to CONTRACTOR and to require repayment of any amounts in excess of what was due and owing either by requiring CONTRACTOR to provide additional services or remit the amount paid to CONTRACTOR in error.

4.0 INSURANCE

- 4.1 CONTRACTOR must obtain and maintain at its own expense, during the entire time of this Contract, the following type(s) and amounts of insurance.
- 4.1.1 Commercial General Liability in the amount of \$1,000,000.00 combined single limit Bodily Injury and Property Damage. Pima County is to be names as the additional insured of all operations performed within the scope of the Contract between Pima County and CONTRACTOR.
 - 4.1.2 Commercial or Business automobile liability coverage for owned, non-owned and hired vehicles used in the performance of this Contract with limits in the amount of \$1,000,000.00 combined

single limit or \$1,000,000.00 Bodily Injury, \$1,000,000.00 Property Damage.

4.1.3 If this Contract involves professional services, professional liability insurance in the amount of \$1,000,000.00; and

4.1.4 If required by law, workers' compensation coverage including employees' liability coverage.

4.2 CONTRACTOR shall provide COUNTY with current certificates of insurance. All certificates of insurance must provide for guaranteed thirty (30) days written notice to the COUNTY of cancellation,

5.0 INDEMNIFICATION

5.1 CONTRACTOR will 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 CONTRACTOR, its agents, employees or anyone under its direction or control or on its behalf in connection with performance of this Agreement.

5.2 CONTRACTOR warrants that all products and services provided under this Agreement are non-infringing. CONTRACTOR will indemnify, defend and hold COUNTY harmless from any claim or infringement arising from services provided under this Agreement or from the provision, license, transfer or use for their intended purpose of any products provided under this Agreement.

6.0 COMPLIANCE WITH LAWS

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

7.0 INDEPENDENT CONTRACTOR

The status of the CONTRACTOR shall be that of an independent contractor. Neither CONTRACTOR, nor any of CONTRACTOR'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.

CONTRACTOR will be responsible for payment of all federal, state and local taxes associated with the compensation received pursuant to this Agreement and shall indemnify and hold COUNTY harmless from any and all liability which COUNTY may incur because of CONTRACTOR'S failure to pay such taxes. CONTRACTOR will be solely responsible for program development and operation.

8.0 SUBCONTRACTORS

8.1 CONTRACTOR will not enter into any subcontracts for any services to be performed under this Agreement without COUNTY'S prior written approval of the subcontract. CONTRACTOR must follow applicable Federal, State, and County rules for obtaining subcontractor services. Prior written approval will not be required for the purchase of supplies that are necessary and incidental to CONTRACTOR'S performance under this Agreement.

8.2 CONTRACTOR 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 CONTRACTOR is responsible for the acts and omissions of persons directly employed by it. Nothing in this Agreement will 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.

9.0 ASSIGNMENT

CONTRACTOR will not assign its duties, rights and obligations under this 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.

10.0 NON-DISCRIMINATION

- 10.1 CONTRACTOR 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.**
- 10.2 During the performance of this Grant Agreement, CONTRACTOR 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.

11.0 AMERICANS WITH DISABILITIES ACT

- 11.1 CONTRACTOR must 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.
- 11.2 If CONTRACTOR is carrying out a government program or service on behalf of COUNTY, then CONTRACTOR 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 Agreement.

12.0 AUTHORITY TO CONTRACT

- 12.1 CONTRACTOR 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 shall not be liable to CONTRACTOR or any third party by reason of such determination or by reason of this Agreement.
- 12.2 Nothing in the provisions of this Agreement is intended to create duties or obligations to or rights in third parties not parties to this Agreement or affect the legal liability of either party to the Agreement by imposing any standard of care different from the standard of care imposed by law.

13.0 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 Agreement to be performed on the part of the other, or to take any action permitted as a result thereof, will 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 will not be construed as an accord and satisfaction.

14.0 CANCELLATION FOR CONFLICT OF INTEREST

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

15.0 TERMINATION

- 15.1 County reserves the right to terminate this Agreement at any time and without cause by serving upon CONTRACTOR 30 days advance written notice of such intent to terminate. In the event of such termination, the County's only obligation to CONTRACTOR will be payment for services rendered prior to the date of termination.

- 15.2 Notwithstanding Paragraph 15.1, if any state or federal grant monies used to pay for performance under this 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 Agreement or terminate the 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 will not be liable to CONTRACTOR for more than the reduced amount. In the event of a termination under this paragraph, County's only obligation to CONTRACTOR will be payment for services rendered prior to the date of termination to the extent that grant funds are available.
- 15.3 This Agreement may be terminated at any time without advance notice and without further obligation to the County when CONTRACTOR is found by COUNTY to be in default of any provision of this Agreement.
- 15.4 Notwithstanding any other provision in this Agreement, this 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 Agreement. In the event of such termination, COUNTY will have no further obligation to CONTRACTOR, other than to pay for services rendered prior to termination.
- 15.5 County reserves the right to suspend CONTRACTOR's performance and payments under this Agreement immediately upon notice delivered to CONTRACTOR's designated agent in order to investigate CONTRACTOR's activities and compliance with this Agreement. In the event of an investigation by County, CONTRACTOR will 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, CONTRACTOR will be notified in writing that the Agreement will be immediately terminated or that performance may be resumed.

16.0 NOTICE

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

COUNTY:	CONTRACTOR:
Margaret Kish, Director Community Development & Neighborhood Conservation Department 2797 East Ajo Way, 3rd Floor Tucson, AZ 85713	Martina Kuehl Kuehl Enterprises, L.L.C. P O Box 642 Humboldt AZ 86329

17.0 NON-EXCLUSIVE GRANT AGREEMENT

CONTRACTOR 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.

18.0 OTHER DOCUMENTS

- 18.1 In entering into this Agreement, CONTRACTOR and COUNTY, have relied upon information provided in the CONTRACTOR'S proposal submitted in response to the City of Tucson solicitation included in the City of Tucson Agreement for Services No. 1561090 ("the RFP").
- 18.2 The RFP and response are hereby incorporated into and made a part of this Agreement as if set forth in full herein, to the extent not inconsistent with this Agreement.
- 18.3 In the event of any inconsistency among the Agreement documents, the Special Agency Conditions in Exhibit B shall govern, except as otherwise required by law.

19.0 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 will be cumulative and in addition to any other right or remedy existing at law or at equity or by virtue of this Agreement.

20.0 SEVERABILITY

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

21.0 BOOKS AND RECORDS

- 21.1 CONTRACTOR will keep and maintain all records required by the Federal regulations specified in 24 CFR 570.506, that are pertinent to the activities to be funded under this Agreement, which must be open at all reasonable times for inspection and audit by duly authorized representative of COUNTY. Such records must include, but are not limited to:
- 21.1.1 Records providing a full description of each activity taken;
 - 21.1.2 Records documenting scope of work;
 - 21.1.3 Records of disbursements made;
 - 21.1.3 Financial records as required by 24 CFR 570.502 and 24 CFR 84.21-28; and
 - 21.1.5 Other records necessary to document compliance with Subpart K of 24 CFR Part 570.
- 21.2 CONTRACTOR must retain all financial records, supporting documents, statistical records, and all other records relating to this Agreement for a period of five (5) years from the start of the retention period or until any related-pending proceeding or litigation has been closed, whichever date is later. The retention period starts from the date of submission of the 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. CONTRACTOR must comply with Section 570.506 "Records to be Maintained" of the Community Development Block Grant Program – Entitlement Grant Regulations.

22.0 PUBLIC INFORMATION

- 22.1 Pursuant to Arizona Public Records law, A.R.S. § 39-121 et seq., documents submitted by Contractor to County may be considered public records and may be subject to release to any member of the public. Records subject to release may include, but are not limited to: pricing, product or program specifications, work plans, and any supporting data.
- 22.2 In the event that County receives a public records request pursuant to A.R.S. § 39-121 et seq. for documents Contractor submitted to County, County will notify Contractor on the same day the request is made or as soon as possible thereafter.
- 22.3 County will release Contractor's records ten (10) business days after the date of notice to the Contractor, unless Contractor has 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 will not be counted in the time calculation.
- 22.4 County will not, under any circumstances, be responsible for securing a protective order or other relief enjoining the release of records submitted to County by Contractor nor shall County be in any way financially responsible for any costs associated with securing such an order.

23.0 LEGAL ARIZONA WORKERS ACT COMPLIANCE

- 23.1 CONTRACTOR hereby warrants that it will at all times during the term of this Agreement comply with all federal immigration laws applicable to CONTRACTOR'S employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). CONTRACTOR must ensure that each subcontractor who performs any work for CONTRACTOR under this Agreement likewise complies with the State and Federal Immigration Laws.
- 23.2 COUNTY has the right at any time to inspect the books and records of CONTRACTOR and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.
- 23.3 Any breach of CONTRACTOR'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 Agreement subjecting CONTRACTOR 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, CONTRACTOR 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, (subject to COUNTY approval if MWBE preferences apply) as soon as possible so as not to delay project completion.
- 23.4 CONTRACTOR will 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."
- 23.5 Any additional costs attributable directly or indirectly to remedial action under this Section 23 shall be the responsibility of CONTRACTOR. In the event that remedial action under this Section 23 results in delay to one or more tasks on the critical path of CONTRACTOR'S approved construction or critical milestones schedule, such period of delay will be deemed excusable delay for which CONTRACTOR will be entitled to an extension of time, but not costs.

24.0 ELIGIBILITY FOR PUBLIC BENEFITS

CONTRACTOR will comply with applicable provisions of A.R.S. §§ 1-501 and 1-502 regarding public benefits, which are hereby incorporated as provisions of this Agreement.

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25.0 ENTIRE AGREEMENT

- 25.1 This document constitutes the entire agreement between the parties pertaining to the subject matter hereof.
- 25.2 No verbal agreements or conversations with any officer, agent or employee of County prior to or after the execution of this Agreement will affect or modify any of the terms or obligations contained in any documents comprising this Agreement. Any such verbal agreement is unofficial information and in no way binding upon County and all prior or contemporaneous agreements and understandings, oral or written, are hereby superseded.
- 25.3 This 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 Agreement on the dates written below.

PIMA COUNTY

KUEHL ENTERPRISES, L.L.C.

Chair, Board of Supervisors

Martina Kuehl
Name

Date: _____

Manager
Title

ATTEST

Date: 4.13.15

Clerk of the Board Date

APPROVED AS TO CONTENT:

Margaret M. Kuehl 04/10/2015
Director, Community Development
and Neighborhood Conservation *sl*

APPROVED AS TO FORM:

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

EXHIBIT A

PROJECT SUMMARY

I. Program Overview:

- A. CONTRACTOR provides consulting services to local government jurisdictions and non-profit agencies relating to activities and deliverables for federal grants.
- B. CONTRACTOR will provide planning, technical/training assistance, and report preparation to COUNTY. Report preparation will include, but is not limited to: the 2015-2019 HUD Consolidated Plan, Annual Action Plan ("AAP"), Consolidated Annual Performance and Evaluation Report ("CAPER") and HUD Promise Zone Initiative updates.

II. CONTRATOR's Responsibilities:

A. Planning. CONTRACTOR will:

- 1. Identify stakeholders for the completion of the HUD 5-Year Consolidated Plan, HUD Annual Action Plan and Promise Zone Application.
- 2. Form work groups to provide information required to complete the HUD 5-Year Consolidated Plan, HUD Annual Action Plan and Promise Zone Application.
- 3. Conduct public meetings related to HUD 5-Year Consolidated Plan and HUD Annual Action Plan.
- 4. Other planning activities deemed appropriate by COUNTY.

B. Technical and Training Assistance. CONTRACTOR will:

- 1. Write and present materials on HUD 5-Year Consolidated Plan and HUD Annual Actin Plan needed for public meetings.
- 2. Develop strategies and policies required to achieve the desired outcome.
- 3. Implement strategies and processes identified by COUNTY for the completion of the HUD 5-Year Consolidated Plan and HUD Annual Action Plan.
- 4. Evaluate needs assessments, program design, process analysis and results and cost effectiveness of programs included in the AAP and CAPER.
- 5. Facilitate meetings about the HUD 5-Year Consolidated Plan and HUD Annual Action Plan for the benefit of the public.
- 6. At COUNTY's request, review responses to Requests for Proposals for Federal and State Community Development programs, and provide advice on appropriate COUNTY action considering funding source requirements.

C. Promise Zones Initiative. CONTRACTOR will conduct research on HUD's Promise Zones Initiative. Research must include, but is not limited to, the potential Promise Zones Initiative's impact on:

- 1. Creating jobs;
- 2. Leveraging private investments;
- 3. Increasing economic activity;
- 4. Expanding educational opportunities; and
- 5. Reducing violent crimes.

D. Reports. CONTRACTOR will:

1. Produce draft and final reports, including, but not limited to:
 - a. HUD Promise Zone Application;
 - b. HUD 5-Year Consolidated Plan;
 - c. HUD Annual Action Plan; and
 - d. Other reports as requested.
2. Provide a detailed document that “tells the story” of planned 2015 CDNC funding and activities. This document must include, but is not limited to:
 - a. Entitlement funding-programs:
 - i. U.S. Housing and Urban Development (“HUD”) Community development Block Grants (“CDBG”), HOME and Emergency Services Grant (“ESG”); and
 - ii. FEMA Emergency Food and Shelter and Weatherization.
 - b. Competitive funding-programs:
 - i. Brownfields;
 - ii. Supportive Housing Program (“SHP”);
 - iii. Housing Opportunities for Persons With Aids (“HOPWA”); and
 - iv. Any other proposed resources.
 - c. Local funding programs:
 - i. Outside Agency Program;
 - ii. Neighborhood Reinvestment Program;
 - iii. HOME program income and/or match;
 - iv. CDBG program income;
 - v. Neighborhood Stabilization Program (“NSP”) program income; and
 - vi. Any other proposed local resources.
 - d. Activities necessary to address regulatory barriers, institutional structure or delivery system gaps, lead-based paint hazards and poverty.
3. Create a concise summary of the information included in the above-described document and enter the summary into HUD’s E-Con Planning Suite System.
4. Complete all non-financial screens in HUD’s E-Con Planning Suite and, when requested, assist COUNTY with financial screens.
5. Provide assistance to COUNTY in preparing:
 - a. The AAP. The AAP is updated annually and describes the specific planned uses of the covered HUD programs, including CDBG, HOME, ESG, HOPWA and other program requirements.
 - b. The CAPER. The CAPER must include:
 - i. Detailed information on progress towards priorities;
 - ii. An assessment of three-to-five years goals and objectives for all HUD programs identified in the Consolidated Plan;
 - iii. A self-evaluation of COUNTY programs; and

- iv. Other actions indicated in the County's Strategic and Action Plans.
- 6. Prepare a report detailing the findings of the Promise Zone Initiatives research. The report must:
 - a. Demonstrate the strength and effectiveness of the local commitment to the Promise Zone Initiative;
 - b. Identify expected outcomes to revitalize communities from participation in the Promise Zone Initiative; and
 - c. The needed realignment of resources for Promise Zone Initiative success.
- 7. Prepare other reports as requested by COUNTY
- 8. With the final invoice, CONTRACTOR shall provide a Final Project Report which must include, but is not limited to:
 - a. Copies of all reports completed; and
 - b. Financial report detailing all expenditures of CDBG and any additional monies obtained to complete the Project.
- 9. Finances. CONTRACTOR will retain financial records, including copies of disbursement of CDBG funds, as required by 24 CFR 570.502 and 24 CFR Part 84.21-28.

III. COUNTY's Responsibilities: COUNTY shall:

- A. Provide CONTRATOR with information for the story document no later than Friday, February 27, 2015.
- B. Provide planned projects information no later than Friday, February 27, 2015 or as soon as it becomes available under the strictures of the funding process.
- C. Provide approved projects information for HUD's E-Con Planning Suite no later than Friday, May 8, 2015.
- D. Review and if necessary work with CONTRACTOR to edit information in HUD's E-Con Planning Suite prior to HUD submission on Friday, May 15, 2015.
- E. Deliver hardcopy to the Phoenix HUD office by Friday, May 15, 2015.

IV. Budget:

Activity/Deliverable	Amount
HUD Promise Zone Application	\$9,000.00
HUD Annual Action Plan	\$9,500.00
Other Reports as requested	\$11,500.00
TOTAL	\$30,000.00

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 this Contract 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:

CONTRACTOR is not the agent of County for any purpose and shall not purchase any materials, equipment, or supplies on the credit of COUNTY. CONTRACTOR shall comply with OMB Circular No. A-122, -“Cost Principals for Non-Profit Organizations” (if CONTRACTOR 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 CONTRACTOR and any subcontracted parties, relating to performance of duties and obligations under this Grant Agreement, to assure that CONTRACTOR is maintaining adequate and acceptable progress and systems, and to ensure that the funds provided to CONTRACTOR by COUNTY are being used effectively and efficiently to accomplish the purposes for which funds were made available.
2. CONTRACTOR 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, CONTRACTOR must have time distribution records supporting the allocation of charges among the sources.
3. COUNTY in cooperation with CONTRACTOR 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 CONTRACTOR within a reasonable period of time after being notified by COUNTY, contract suspension or termination procedures will be initiated.

4. CONTRACTOR 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 CONTRACTOR as a result of Grant Agreement services shall be kept by CONTRACTOR, used for the purpose of this Grant Agreement, and reported to County.
2. CONTRACTOR 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 CONTRACTOR 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. CONTRACTOR 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. CONTRACTOR shall:
 - a. **Establish and maintain a separate and identifiable account of all funds provided by County pursuant to this Grant Agreement.** The accounting must record all expenditures which are used to support invoices and requests for payment from the County under this Grant Agreement.

- b. Establish and maintain accounting records which identify the source and application of any funds, other than those provided under this Grant Agreement, used to support contract activities.
- c. Ensure that all records meet the requirements of Federal, State, County, and generally accepted accounting principles and regulations.
- d. Provide financial statement audits as required by law.
- e. 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.
- f. 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 CONTRACTOR'S fiscal year, unless a different time is specified by County. The audit submitted must include CONTRACTOR responses, if any, concerning any audit findings.
- g. Pay all costs for any audit required or requested pursuant to this Article, unless the cost was specifically included in CONTRACTOR'S budget approved by County and the cost is an allowable charge for payment under applicable law or regulation.
- h. Timely submit the required or requested audit(s) to:

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

- 2. If CONTRACTOR is a "nonprofit corporation" that meets the definition of "corporation" in A.R.S. §10-3140, CONTRACTOR shall comply with the applicable audit requirements set forth in A.R.S. § 11-624.
- 3. If CONTRACTOR meets or exceeds the single audit threshold set forth in 2 CFR Part 200 Subpart F, CONTRACTOR must 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 the CONTRACTOR's fiscal year.

END OF EXHIBIT B

EXHIBIT C

CONTRACTOR'S CERTIFICATION

CONTRACTOR 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.
- 10) Section 106 of the National Historic Preservation Act of 1966, Executive Order 11593.
- 11) Federal Labor Standards Provisions.
- 12) 2 CFR Parts 200 and 2400.
- 13) Subpart K of the Community Development Block Grant Program Entitlement Regulations.
- 14) 570.200(J) First Amendment Church/State Principles of the Community Development Block Grant Program Entitlement Regulations.
- 15) 570.503(b)(6) Prohibition Against Religious Activities.
- 16) 570.503(b)(8) Reversion of Assets

END OF EXHIBIT C

EXHIBIT D

PIMA COUNTY COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

FY2014-2015 CONTRACT #

**KUEHL ENTERPRISES LLC
CONSULTING SERVICES**

FINANCIAL STATUS REPORT AND REQUEST FOR FUNDS FOR THE MONTH OF

_____ 20 _____

REQUEST # _____

Activity/Deliverable	Budgeted	Expenditures This Month	Cumulative Expenditures	Balance Available
HUD Promise Zones	\$9,500.00			
HUD Annual Action Plan	\$9,500.00			
Other Reports as requested	\$11,500.00			
Total Budget	\$30,000.00			

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