



BOARD OF SUPERVISORS AGENDA ITEM REPORT AWARDS / CONTRACTS / GRANTS

☐ Award ☒ Contract ☐ Grant

Requested Board Meeting Date: 07/15/2025

* = Mandatory, information must be provided

or Procurement Director Award: ☐

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

Arivaca Community Center, Inc.

***Project Title/Description:**

Arivaca Community Center Park and Surrounding Facilities

***Purpose:**

The Project will complete park and playground improvements for use by area residents in the Arivaca Community Development Target Area.

On May 7, 2024, the Pima County Board of Supervisors (BOS) approved the FY2024-2025 Pima County Annual Action Plan, including funding allocations for all Community Development Block Grants (CDBG) and Emergency Solutions Grant (ESG). During the course of finalizing awards with agencies, the BOS rescinded Indirect Costs and the remaining funding amount was re-allocated amongst current year awards, resulting in funding increases for a few contracts. The BOS initially approved Arivaca Community Center, Inc. for \$30,000.00, now increased to \$35,000.00. Due to this increase, the contract must come back to the Board for approval.

Attachment Contract Number PO2400012721

***Procurement Method:**

This Subrecipient Agreement is a non-procurement contract and not subject to Procurement rules.

***Program Goals/Predicted Outcomes:**

The improvements will provide a more suitable living environment by improving and increasing the quality of neighborhood public facilities. The Project will provide improved access to and continued availability of improvements for low-to-moderate income families and individuals.

***Public Benefit:**

Upon completion, the Project will meet the HUD CDBG National Objective by providing public facility improvements that benefit low- to moderate- income families and individuals in the Arivaca Community Development Target Area.

***Metrics Available to Measure Performance:**

One facility will be improved in the Arivaca Community Development Target Area and a minimum of 695 individuals will have improved access to a safer playground at the park

***Retroactive:**

Yes, to July 1, 2025. There was a delay in receiving the signed agreement from Subrecipient. CWD staff received signed agreement on June 13, 2025 and the next available BOS meeting is July 15, 2025.

TO: COB, 6-25-25(1)
VERS: 0
PGS: 38

GML approves
6/18/2025
1450a

JUN 20 25 AM 09:36 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: PO Department Code: CWD Contract Number (i.e., 15-123): PO2400012721
Commencement Date: 07/01/2025 Termination Date: 06/30/2026 Prior Contract Number (Synergen/CMS): _____
☒ Expense Amount \$ 35,000.00 * ☐ Revenue Amount: \$ _____

***Funding Source(s) required:** U.S. Department of Housing and Urban Development (HUD) Community Development Block Grant

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: Joel Gastelum/Joel Viers

Department: CWD

Telephone: 724-6750/724-6767

Department Director Signature: _____

Date: 6/16/2025

Deputy County Administrator Signature: _____

Date: 6/19/2025

County Administrator Signature: _____

Date: 6/19/2025

RESOLUTION 2024 - 16

**RESOLUTION OF THE BOARD OF SUPERVISORS OF PIMA COUNTY TO APPROVE
SUBMISSION OF THE PIMA COUNTY 2024-2025 ANNUAL ACTION PLAN TO THE
U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT**

The Board of Supervisors of Pima County, Arizona finds:

1. Pima County ("County"), through its Department of Community & Workforce Development ("CWD"), administers several federal and local grant programs to benefit low-income, homeless, and certain special needs individuals in Pima County.
2. County is the recipient of U.S. Department of Housing and Urban Development ("HUD") grant funds under: Title I of the Housing and Community Development Act of 1974, Public Law 93-383, as amended; Title II of the Cranston-Gonzalez National Affordable Housing Act ("NAHA"); and Title IV of the McKinney-Vento Homeless Assistance Act (collectively referred to as "the HUD Grants").
3. HUD will be granting the following estimated amounts in Pima County federal funds for fiscal year (FY) 2024-2025 from the following grant programs:

	<i>Estimated Amounts</i>
Community Development Block Grant ("CDBG")	\$ 2,665,598.00
HOME Investment Partnerships ("HOME")	\$ 1,108,680.00*
Emergency Solutions Grant ("ESG")	\$ 241,423.00

**Estimated Amount County will receive from the federal allocation
to the City of Tucson*

4. In order to use these funds, the County must prepare and submit to HUD an annual community development and housing funding allocation plan ("Annual Action Plan").
5. The Annual Action Plan describes allocations and activities that address community needs in Pima County and explains the proposed projects under CDBG, HOME, and ESG for FY 2024-2025. When FY2024-2025 allocations are received from HUD, amounts allocated to activities and administration will be proportionately increased or decreased based on increased or decreased allocation.

NOW, THEREFORE, BE IT RESOLVED, that:

- A. The Annual Action Plan is approved for FY 2024-2025 funding for:
1. The 2024-2025 CDBG Program.
 2. The 2024-2025 HOME Program, and
 3. The 2024-2025 ESG Program.
- B. CWD staff is authorized to submit the Annual Action Plan for FY 2024-2025 to HUD.
- C. The Chair of the Board of Supervisors ("Chair") or Designee is authorized to execute all necessary HUD agreements and other documents to obtain HUD funding for the CDBG, HOME and ESG projects designated in the Annual Action Plan for FY 2024-2025. When required by HUD, the Chair or Designee may direct CWD staff to enter the acceptance of the HUD funding electronically.
- D. CWD staff is directed to prepare CDBG, HOME and ESG agreements for distribution of the grant funds with agencies authorized by HUD through its approval and funding of the FY 2024-2025 Annual Action Plan.
- E. The Chair or Designee is authorized to execute all agreements between Pima County and the agencies to carry out the CDBG, HOME and ESG projects set forth in the FY 2024-2025 Annual Action Plan approved by HUD.


Passed and adopted, this 7th day of May, 2024.

 **MAY 07 2024**
Chair, Pima County Board of Supervisors

ATTEST:

APPROVED AS TO FORM


Clerk of the Board


Deputy County Attorney

**MEETING SUMMARY REPORT - THE MINUTES WILL BE POSTED
AT www.pima.gov/cob AFTER APPROVAL BY THE BOARD OF
SUPERVISORS**

**Pima County Board of Supervisors' Meeting
130 W. Congress St., Hearing Room, 1st Fl.
May 7, 2024 9:00 a.m.**

1. ROLL CALL
2. PLEDGE OF ALLEGIANCE
3. LAND ACKNOWLEDGEMENT STATEMENT

To be offered by Dr. Jacqueline Jean Barrios, Assistant Professor, Public & Applied Humanities, The University of Arizona and Director, LitLabs.

4. PAUSE 4 PAWS

PRESENTATION

5. **Recognition of the "We A.R.E. Gems" Quarterly Recipients**
Pursuant to Administrative Procedure 23-5, Employee Recognition Program, the following employees have been selected for the quarterly "We A.R.E. Gems" recognition:
 - Diana Trejo - Finance & Risk Management
 - Luis Burruel - Facilities Management
 - Harrison Alvarez - Public Defense Services
 - Hassael Cazesuz - Library District
 - Holly Schaffer - Library District
 - Jennifer Torrez - Pima Animal Care Center
 - Laith Alshami - Development Services
 - Francisco Ramirez - Regional Flood Control
 - Jennifer Cabrera (Gauglitz) - Board of Supervisors, District 3
 - Sonya Tran - Assessor's Office

No Board action

23. **Release of Attorney-Client Privileged Memorandum Regarding Deflection Protocol, Law Enforcement**
Discussion/Direction/Action: Waiving privilege and releasing to the public the Pima County Attorney's Office memorandum written by Sean Holguin, Deputy County Attorney, dated March 13, 2024, Subject: Ability of Pima County Sheriff Nanos to Adopt a Deflection Program. (District 2)
Motion by Chair Grijalva, seconded by Supervisor Heinz, approved 5-0.

COUNTY ADMINISTRATOR

24. **Non-Competitive Outside Agency Funding for 2024-2025**
Discussion/Direction/Action: Non-Competitive Outside Agency Funding for the 2024-2025 recommended budget specific to JobPath, Sun Corridor Inc., and the Metropolitan Education Commission.
Motion 1: Motion by Chair Grijalva, seconded by Supervisor Lee, approve County Administrator's recommendations Nos. 2 and 3, as outlined in the memorandum dated May 6, 2024, approved 4-1, Supervisor Christy voted nay.
Motion 2: Motion by Supervisor Scott, approve County Administrator's recommendation No. 4, but to not move MEC back to the competitive outside agency funding process for the 2025/26 budget. Motion died for lack of a second.
Motion 3: Motion by Chair Grijalva, seconded by Supervisor Lee, approve County Administrator's recommendation No. 4, as outlined in the memorandum dated May 6, 2024, approved 4-1, Supervisor Scott voted nay.
Motion 4: Motion by Chair Grijalva, seconded by Supervisor Scott, continue to 5/21/2024 meeting, County Administrator's recommendation No. 1, as outlined in the memorandum dated May 6, 2024, continued 5-0.

COMMUNITY AND WORKFORCE DEVELOPMENT

25. **Annual Action Plan**
RESOLUTION NO. 2024 - 16, of the Board of Supervisors, to approve submission of the Pima County 2024-2025 Annual Action Plan to the U.S. Department of Housing and Urban Development.
FY 2024/2025 Pima County Community Development Block Grant (CDBG) Program
Location-Applicant/Program/Activity/District/Request/Recommendation
Ajo - International Sonoran Desert Alliance/Ajo Builds/ps/3/\$50,000/\$50,000
Ajo - International Sonoran Desert Alliance/Ajo Works/ps/3/\$20,000/\$20,000
Portable Practical Educational Preparation, Inc./Amado Teen Project/ps/3/\$35,000/\$30,000
Portable Practical Educational Preparation, Inc./Amado Youth Center/pf/3/\$40,000/\$25,000
Arivaca Community Center/Facility Improvements/pf/3/\$40,000/\$30,000
Arivaca Coordinating Council/Arivaca Human Resources/Arivaca Coordinating Council/Arivaca Human Resources Facility Improvements/pf/3/\$35,000/\$30,000
Arivaca - Friends of Arivaca Schoolhouse/Schoolhouse Facility Improvements/pf/3/\$35,000/\$35,000

Avra Water Co-op, Inc./Aging Meter Replacement Program/MXU Install
 Program/pf/3/\$60,000/\$25,000
 Drexel Heights Fire District/Family Safety Program/ps/3,5/\$15,000/\$15,000
 Flowing Wells School District/Flowing Wells Family Resource
 Center/ps/1,3/\$46,000/\$40,000
 Green Valley Assistance Services, d.b.a. Valley Assistance Services/SHiM Safety and
 Health in Motion Fall Prevention/ps/2,3,4/\$35,000/\$15,000
 Green Valley Assistance Services, d.b.a. Valley Assistance Services/Facility
 Improvements/pf/2,3,4/\$39,500/\$40,000
 Sahuarita Food Bank/Warehouse Logistics Improvements/pf/2,3,4/\$413,021/\$60,000
 City of South Tucson/Administration/admin/2/\$35,000/\$30,000
 City of South Tucson/Code Enforcement Program/ps/2/\$25,000/\$10,000
 City of South Tucson/Community Cleanup & Green Program/ps/2/\$10,000/\$5,000
 City of South Tucson/Crime Prevention and Education Program/ps/2/\$25,000/\$20,000
 City of South Tucson/Fire and Rescue Safety Equipment/pf/2/\$15,000/\$10,000
 City of South Tucson/Youth Programs/ps/2/\$120,000/\$100,000
 Living Streets Alliance/South Tucson Bicycle Pedestrian
 Program/ps/2/\$30,000/\$25,000
 Pima County CWD/Administration/admin/All/\$500,000/\$430,089
 Pima County CWD/CDBG/OA Contingency Allocation and Waiver of Indirect Cost/
 -All/\$250,000/\$181,509
 Pima County CWD/Emergency Septic/hsg/All/\$100,000/\$50,000
 Pima County CWD/Home Repair Program/hsg/All/\$1,000,000/\$550,000
 Chicanos Por La Causa, Inc./Nahui Ollin Wellness Program
 (NOWP)/ps/All/\$50,000/\$20,000
 Community Home Repair Projects of Arizona/Emergency Home Repair
 Program/hsg/All/\$275,000/\$240,000
 DIRECT Center for Independence/Home Access Program/hsg/All/\$75,000/\$50,000
 Habitat for Humanity Tucson/Habitat Home Repair Owner-Occupied Housing
 Rehabilitation/hsg/All/\$170,000/\$70,000
 IMPACT of Southern Arizona/Facility Improvement/pf/All/\$85,250/\$55,000
 Mobile Meals of Southern Arizona, Inc./Mobile Meals of Southern
 Arizona/ps/All/\$48,000/\$25,000
 Our Family Services, Inc./Reunion House Facility Improvements/pf/All/\$25,000/\$25,000
 SER Jobs for Progress/SER Facility Improvements/pf/2/All/\$70,000/\$55,000
 Southwest Fair Housing Council/Fair Housing Enforcement, Education, and
 Outreach/admin/5/All/\$35,000/\$25,000
 St. Luke's In The Desert, Inc., d.b.a. St. Luke's Home/Facility Improvement,
 Roof/pf/All/\$350,000/\$77,000
 The Diaper Bank of Southern Arizona/Warehouse Upgrades/pf/2/All/\$35,000/\$30,000
 Three Points Fire District/Community Be Safe Program/ps/3/\$26,500/\$20,000
 Watershed Management Group/Green Stormwater Infrastructure for Neighborhood
 Cleanup/pf/All/\$100,000/\$45,000
 YWCA of Southern Arizona/Pima County Teen Court/ps/All/\$40,000/\$27,000
 YWCA of Southern Arizona/HNS Campus Facility
 Improvements/pf/2/All/\$75,000/\$75,000
TOTAL REQUESTED \$6,611,632/TOTAL RECOMMENDED \$2,665,598

HUD Eligible Activity Abbreviations: admin = Administration; ps = Public Service; pf =
 Public Facility Improvement; ngu = Neighborhood Green-Up; infra = Infrastructure
 Improvement; hsg = Housing Rehabilitation; ed = Economic Development; land = Land
 Acquisition; demo = Demolition; bf = Brownfields and Clearance.

FY 2024/2025 Pima County Emergency Solutions Grant (ESG) Program
ESG Component/Agency/Program/Activity Focus/District/Request
/Recommendation

Emergency Shelter/Emerge!/Emergency Shelter for Victims of Domestic Violence/DV
 Families/All/\$50,000/\$30,264

Emergency Shelter/Primavera Foundation/Casa Paloma/Single Women/All/\$55,000/\$30,000
Emergency Shelter/Primavera Foundation/Family Pathways/Families, Individuals/All/\$55,000/\$30,000
Emergency Shelter/Sister Jose/Women's Center/Single Women/All/\$50,000/\$13,500
Emergency Shelter/Sister Jose/Shelter/Families/All/\$65,590/\$20,000
Homeless Prevention/Green Valley Assistance Services/Valley Assistance Family MAP (Map a Plan)/Families, Individuals/2,4/\$52,500/\$30,000
Homeless Prevention/Pima County/Homeless Prevention/Families, Individuals/All/\$52,000/\$50,667
Administration/Pima County/-/Administration/All/\$16,887/\$16,887
Administration/Pima County/ESG/OA Contingency Allocation and Waiver of Indirect Cost/Administration/All/\$20,105/\$20,105

TOTAL REQUESTED \$502,082/TOTAL RECOMMENDED \$241,423

Motion by Chair Grijalva, seconded by Supervisor Scott, approved 5-0.

DEVELOPMENT SERVICES

26. **Final Plat With Assurances**
P23FP00011, Rocking K South Neighborhood 5 Parcel J-1: Lots 1-75, Common Area 'A' & 'B'. (District 4)
Motion by Supervisor Christy, seconded by Chair Grijalva, approved 5-0.
27. **Final Plat With Assurances**
P23FP00013, Rocking K South Neighborhood 5 Parcel J-2: Lots 76-191, Common Area 'A' & 'B'. (District 4)
Motion by Supervisor Christy, seconded by Chair Grijalva, approved 5-0.
28. **Final Plat With Assurances**
P24FP00002, Rocking K South Neighborhood 5 Parcel G: Lots 1-135, Common Area 'A1-A4' & 'B1-B2'. (District 4)
Motion by Supervisor Christy, seconded by Chair Grijalva, approved 5-0.

FINANCE AND RISK MANAGEMENT

29. **Revisions to Board of Supervisors Policy**
Staff recommends approval of the proposed revisions to Board of Supervisors Policy D 22.11, Public Safety Personnel Retirement System and Corrections Officer Retirement Plan Pension Funding.
Motion by Chair Grijalva, seconded by Supervisor Scott, approved 5-0.

HEALTH

30. **Heat Awareness Week**
RESOLUTION NO. 2024 - 17, of the Board of Supervisors, for the adoption of 'Heat Awareness Week'.
Motion by Chair Grijalva, seconded by Supervisor Scott, approved 4-1, Supervisor Christy voted nay.

Pima County Department of Community & Workforce Development Department**Project:** Premises Improvement Project**Subrecipient name and address:** Arivaca Community Center, Inc.
36120 South Mesquite Road
Arivaca, Arizona 85601**Amount:** \$35,000.00**Contract No.:** PO2400012721

Subrecipient Unique Entity Identifier (UEI):	D8A3B2UX3YC5	SAM expiration date (if applicable):	01/19/2026
Federal Award Identification Number (FAIN)	B-24-UC-04-0502	Federal award date	12/09/2024
Subaward term/ period of performance start and end date	07/01/2025 - 06/30/2026	Subaward budget period start and end date	07/01/2025 - 06/30/2026
Amount of federal funds obligated by this action by the pass-through entity to the subrecipient (amount of this agreement)			\$35,000.00
Total amount of the federal award committed to the subrecipient by the pass-through entity (original amount of this agreement, plus any match, plus any future budget periods, if applicable)			\$35,000.00
Federal award project description (descriptive project title)		The program objective is to develop viable urban communities by providing decent housing, a suitable living environment, and expanding economic opportunities, principally for persons of low and moderate income. The project will complete facility improvements for use by area residents in the Arivaca Community Development Target Area.	
Funding agency		U.S. Department of Housing and Urban Development	
Pass-through entity (primary recipient)		Pima County	
Pass-through entity (secondary recipient, if applicable)		N/A	
Assistance listing number and title (applies to 100% of this sub-award, including all disbursements)		14.218 Community Development Block Grant/Entitlement Grants (CDBG)	
Is this subaward for research and development?			Yes No <input checked="" type="checkbox"/>
Subrecipient indirect cost rate and methodology	Negotiated Indirect Cost Rate Agreement	<input type="checkbox"/> De minimis rate	<input checked="" type="checkbox"/> No Indirect
Required match	YES <input checked="" type="checkbox"/> NO	Match amount	\$0.00

FEDERAL FINANCIAL ASSISTANCE SUBRECIPIENT AGREEMENT

1. PARTIES, BACKGROUND AND PURPOSE.

- 1.1. Parties. This Subrecipient Agreement ("Agreement") is between Pima County, a body politic and corporate of the State of Arizona ("County"), and Arivaca Community Center, Inc. ("Subrecipient"), a non-profit corporation doing business in the State of Arizona.
- 1.2. Authority. County is authorized by A.R.S. §§ 11-254.04, 11-251 (5) and 11-251 (17), to spend public monies to improve and enhance the economic welfare and health of the inhabitants of the County. County applied for and received Community Development Block Grant ("CDBG") funds in the amount of \$2,567,968.00 from HUD, under Title I of the Housing and Community Development Act of 1974, as amended (Public Law 93-383), and County's application is incorporated here by reference.
- 1.3. Background and Purpose. On May 7, 2024, the Pima County Board of Supervisors (the "Board") authorized inclusion of Subrecipient's proposal for use of CDBG funds in the 2024-2025 Annual Action Plan that County submitted to HUD to obtain the FY 2024-2025 CDBG funds. The Board also passed Resolution No. 2024-16 approving the allocation of \$35,000.00 of FY 2024-2025 CDBG funds to Subrecipient for their facility improvement project. Subrecipient received 2020-2021 CDBG funding to complete commercial kitchen improvements but was unable to complete project with funds provided. This funding will complete the project.
- 1.4. Solicitation and Response. Under solicitation number CWD-10-23-23-CDBG-ESG ("2024-2025 Community Planning Application"), County sought proposals for programs and activities that would qualify for CDBG funding during Federal Fiscal Year ("FY") 2024-2025. Subrecipient submitted a response to the 2024-2025 Community Planning Application. County has determined that the services or activities proposed in Subrecipient's response to the Community Planning Application are eligible for CDBG funding and in the best interests of the residents of Pima County.

2. TERM.

- 2.1. Initial Term. The term of this Agreement commences on 07/01/2025 and will terminate on 06/30/2026 ("Initial Term"). "Term," when used in this Agreement, means the Initial Term plus any exercised extension options under Section 2.2. 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.
- 2.2. Extension Options. If allowable under the Federal award period of performance, County may renew this Agreement for four additional one-year periods. An Extension Option will be effective only upon execution by the Parties of a formal written amendment.
- 2.3. Notwithstanding paragraphs 2.1 and 2.2 above, the applicable terms and conditions of this Agreement will survive and remain in effect during any period that Subrecipient has control over program income.

3. **USE OF FUNDS.** Subrecipient understands and agrees that the funds disbursed under this Agreement may only be used in compliance with the CDBG regulations at 24 CFR Part 570 and the Uniform Guidance at 2 C.F.R. Part 200. Subrecipient is responsible for being informed of all updates to applicable regulations and Federal funding agency's compliance and reporting guidance.
4. **SCOPE OF SERVICES.** Subrecipient will implement the services described in the attached **Exhibit A - Scope of Services** (2 pages), at the dates and times described in **Exhibit A** or, if **Exhibit A** contains no dates or time frames, then upon demand. Subrecipient will perform its duties in a humane and respectful manner and in accordance with any applicable professional standards and will obtain and maintain all required licenses, permits and authority required for performance under this Agreement.
5. **KEY PERSONNEL.** Subrecipient will employ suitably trained and skilled professional personnel to perform all activities under this Agreement. Unless otherwise provided for herein, the personnel delivering services pursuant to this Agreement will: (1) be employees or volunteers of Subrecipient; (2) satisfy any qualifications in this Agreement; and (3) be covered by the personnel policies and practices of Subrecipient. The key employee for this Subrecipient Agreement is Leslie Rivett, President.
6. **LICENSING.** Subrecipient warrants that it is appropriately licensed to provide the services under this Agreement and that its subcontractors will be appropriately licensed.
7. **NO COMMISSION.** Subrecipient certifies that no individual or agent has been employed or retained to solicit or secure this Agreement for commission, percentage, brokerage or contingent fee except a bona fide employee or bona fide established agents maintained by the Subrecipient for the purpose of securing business.
8. **COMPENSATION AND PAYMENT.**
 - 8.1. Maximum Payment Amount. County's total payments to Subrecipient under this Agreement, including any sales taxes, may not exceed \$35,000.00 (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.
 - 8.1.1. Payment of the full Maximum Allocated Amount is subject to the CDBG funds being made available to County for this Agreement. The Maximum Allocated Amount may be decreased at any time due to reduction, termination, or any other changes in funding. Unless specifically authorized by County, unexpended funds will not be carried over into another fiscal year.
 - 8.2. Budget; Adjustment. County will reimburse Subrecipient according to the budget in **Exhibit B – Compensation and List of Unallowable Costs** (1 page). This budget will remain in effect throughout the term unless otherwise adjusted and formally agreed to.
 - 8.3. Cost Restrictions. Subrecipient may use funds only for reasonable program purposes, including personnel, travel, supplies, and services. Cost restrictions that must be considered are listed in **Exhibit B**. Subrecipient must utilize funds available under

this Agreement to supplement rather than supplant funds otherwise available. Subrecipient may not bill County for costs which are paid by another source. Subrecipient must notify County within ten days of receipt of alternative funding for costs which would otherwise be subject to payment pursuant to this Agreement.

- 8.4. Timing of Invoices. Subrecipient will invoice County on a monthly basis unless a different billing period is included in **Exhibit B**. County must receive invoices no later than 30 days after the end of the previous month, even if no funds are being requested for the previous month. Due to County fiscal year-end close, County must receive invoices for June expenses within 15 calendar days after June 30 of any year that falls within the Term. Request for final payment for compensation earned and/or eligible costs incurred must be submitted to the County within 30 calendar days after the end of the Agreement term. County may refuse to pay for any period for which Subrecipient does not timely invoice the County. Pursuant to A.R.S. § 11-622, County will deny reimbursement for requests for payment submitted later than six months after the last item of the account accrues.
- 8.5. Content of Invoices. Subrecipient will include detailed documentation in support of its invoices and assign each amount billed to an appropriate line item. Each request for reimbursement must have a unique invoice number, reference this Agreement number, 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, and be for costs identified as allowable in Exhibit B of this Agreement. Each reimbursement request must be accompanied by documentation which must include, but is not limited to:
 - 8.5.1. A Financial Status Report and Request for Funds summarizing monthly expenditures by expense categories as shown in the approved budget in **Exhibit B** of this Agreement. County will provide Subrecipient with a form similar to that attached hereto as **Exhibit C – Pima County Invoice Request** (1 page) upon execution of this Agreement. The Financial Status Report and Request for Funds must be signed by the person who prepared the report and by an authorized representative of Subrecipient.
 - 8.5.2. Copies of paid invoices and receipts or cancelled checks (front and back) to support all purchases of goods or services.
 - 8.5.3. Copies of contracts and procurement documentation for any outside vendors being paid with grant funds for goods or services at a total cost of \$10,000 or more.
 - 8.5.4. Timesheets or other records, signed by the employee and the employee's immediate supervisor with direct knowledge of the employee's efforts under this Agreement, that account for one hundred percent (100%) of the employee's time worked in the pay period and specify hours worked on the program; total hours worked per pay period; days worked; and hours worked each day.
 - 8.5.5. Accounting system report(s) specifying rate of pay and cost of employer-paid benefits.

- 8.5.6. Detailed travel reports to support all travel expenses if reimbursement is authorized for travel.
- 8.5.7. Any other documentation requested by County.
- 8.6. Payment to Subrecipient. If each request for payment includes adequate and accurate documentation, County will generally pay Subrecipient within 30 days from the date invoice is received. Subrecipient should budget cash needs accordingly. County may, at its sole discretion:
 - 8.6.1. Determine the acceptability and progress of work performed and determine the resulting entitlement to payment of each request for reimbursement.
 - 8.6.2. Liquidate funds available under this Agreement for costs incurred by County on behalf of Subrecipient.
 - 8.6.3. Deny full payment for requests for reimbursement that are submitted to County after the period set forth in Paragraph 8.4. County may deduct its processing costs or delay-related damages in connection with a request for payment submitted after that date.
- 8.7. Match Requirement. If Subrecipient is required to provide matching funds under the terms of the awarding agency, Subrecipient must also provide the documentation described in paragraphs 8.3 through 8.5 and 8.12 for the matching funds.
- 8.8. Payment Conditions. No payments will be made to Subrecipient, until all of the following conditions are met:
 - 8.8.1. Subrecipient has completed and submitted a W-9 Taxpayer Identification Number form to County;
 - 8.8.2. Subrecipient has a valid Unique Entity Identifier (UEI);
 - 8.8.3. Subrecipient has registered as a Pima County Vendor at the Pima County Procurement Vendor Portal;
 - 8.8.4. Subrecipient has provided adequate and accurate documentation with each request for payment or invoice; and
 - 8.8.5. This Agreement is fully executed.
- 8.9. Changes to Agreement. Changes requiring an Amendment to this agreement include any changes to the Scope of Work, or any changes to the maximum allocated amount. Any change that requires an Amendment to the agreement will not be effective, nor will compensation under the change be provided, until the Agreement amendment is fully executed by both parties.
 - 8.9.1. The Director of the Pima County Grants Management & Innovation Department ("GMI") (or the Director's designee) has the sole discretion to approve requests to reallocate funding between budget line items within the approved budget. Subrecipient must submit a written request to the individual

listed in Section 25, "Notice," at County for the above changes. The request must be received on or before 03/30/2026. The written request must contain a detailed explanation of the reason the change is necessary for achieving the specified purpose, program(s), metrics, or outcomes set forth in this Agreement.

- 8.9.2. Change requests must be submitted and approved prior to incurring costs associated with the proposed changes. If the Director of GMI does not approve the request, charges made in anticipation of approval will not be allowable nor compensated. If the Director of GMI (or designee) approves the request for the budget line-item change, the change will be considered effective on the date set forth in the written approval. Costs incurred prior to the effective date, reflective of the proposed changes, will not be allowable or reimbursable.
- 8.9.3. Any items in budget "**Exhibit B**" requiring prior funding agency approval must be designated and labeled as such and will only be allowable once written approval from the federal funding agency is received. The GMI Director or designee has the sole discretion to approve these costs once approval from the funding agency is received. If the funding agency does not approve expenditures, a budget modification reallocating these costs to another allowable expenditure category must be submitted and approved by the GMI Director or designee. The Director or designee has the sole discretion to approve reallocation of these costs to another, allowable, expenditure category.
- 8.9.4. Expenditures incurred in excess of the budgeted line item or the maximum allocated amount without prior authorization will be at Subrecipient's own risk.
- 8.10. 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.
- 8.11. Program Income. County does not anticipate that program income, as defined by 2 C.F.R. § 200.1, will be generated under the activities of this Agreement. In the event that activities under this Agreement do generate program income, Subrecipient will report program income in its Financial Status Report and Request for Funds for the period in which the income was received and return program income to County within 30 days of the end of the month in which the income was received.
- 8.12. Closeout Requirements. The final invoice/request for payment must include a report summarizing Subrecipient's performance during the term of the Agreement.

9. **AUDIT REQUIREMENTS.**

9.1. Subrecipient will:

- 9.1.1. Comply with the applicable provisions of the Audit Requirements for Federal

Awards in 2 C.F.R. Part 200, Subpart F and 2 C.F.R. Part 2400.

- 9.1.2. 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.
- 9.1.3. Maintain an accounting manual that describes its financial procedures in sufficient detail to ensure that its financial practices are easily understood.
- 9.1.4. Establish and maintain accounting records that identify the source and application of any funds not provided under this Agreement used to support these Agreement activities.
- 9.1.5. Ensure that all accounting records meet the requirements of the Federal, State, County, and generally accepted accounting principles laws and regulations.
- 9.1.6. 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.
- 9.1.7. 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, unless a different time is specified by County. The audit submitted must include Subrecipient responses, if any, concerning any audit findings.
- 9.1.8. Pay all costs for any audit required or requested pursuant to this Section.
- 9.2. Subrecipient status:
 - 9.2.1. 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."
 - 9.2.2. If Subrecipient meets or exceeds the single audit threshold in 2 C.F.R. Part 200, Subrecipient will comply with federal single audit requirements and provide County with a copy of the required audit document within twelve months following the end of Subrecipient's fiscal year.
- 9.3. Subrecipient must timely submit the required or requested audit(s) to:

Pima County Grants Management & Innovation
130 West Congress St,
Mailstop: DT-ADE-127
Tucson, Arizona 85701

10. **MONITORING AND EVALUATION.**

- 10.1. 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 is:
 - 10.1.1. Using the funding as allowed by the U.S. Department of Housing and Urban Development.
 - 10.1.2. Making adequate and acceptable progress in the provision of services;
 - 10.1.3. Maintaining adequate and acceptable systems to document services and expenditures; and
 - 10.1.4. Using the funds provided pursuant to this Agreement effectively and efficiently to accomplish the purposes for which funds were made available.
- 10.2. Subrecipient must cooperate with the County's monitoring and evaluation process and any monitoring or oversight by the U.S. Department of Housing and Urban Development. To the greatest extent permissible by law, and in addition to the provisions above in Audit Requirement and below in Books, Records, and Data, County, and any authorized federal, state, or local agency, will at all reasonable times have the right of access to Subrecipient's facilities. Within 60 days of award, Subrecipient must provide the core documents set forth in **Exhibit D – Subrecipient Core Documents** (1 page), as applicable, to Pima County GMI. Subrecipient must assist County in providing reports and documentation related to Subrecipient's performance and, where applicable, the impact of the activities funded under this Agreement on the community.
- 10.3. If County finds that Subrecipient's performance is inconsistent with the terms of this Agreement, with Uniform Guidance at 2 C.F.R. Part 200, or with U.S. Department of Housing and Urban Development grant guidance, 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 notice, this Agreement may be suspended, modified to reduce the NTE amount, or terminated.
11. **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.
12. **BOOKS, RECORDS, AND DATA.**
 - 12.1. 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.
 - 12.2. To the greatest extent permissible by law, County, and any authorized federal, state, or local agency, including, but not limited to, the Arizona Auditor General's Office and the U.S. Department of Housing and Urban Development, 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.

- 12.3. All data and data work product containing personally identifiable information collected by Subrecipient under this Agreement is confidential. Any personally identifiable information must be collected and used only for the purpose of providing the services and reports described in **Exhibit A**. Subrecipient will hold all Data and Data Work Product in a secure manner and will protect it from disclosure, except as specifically provided in this Agreement. Subrecipient destroy all data and data work product related to this Agreement after the retention period specified in 12.1, unless instructed otherwise by County.
13. **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 from 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.
 - 13.1. Insurance Coverages and Limits: Subrecipient will procure and maintain, until all its obligations have been discharged, coverage with limits of liability not less than those stated below. Coverage must be placed with insurers acceptable to the County with A.M. Best rating of not less than A-VII, unless otherwise approved by the County.
 - 13.1.1. Commercial General Liability (CGL) – Occurrence Form with limits not less than \$2,000,000 Each Occurrence and \$2,000,000 General Aggregate. Policy shall include coverage for liability arising from premises, operations, independent contractors, personal injury, bodily injury, broad form contractual liability and products-completed operations. Any standard coverages excluded from the CGL policy, such as products/completed operations, etc. shall be covered by endorsement or separate policy and documented on the Certificates of Insurance.
 - 13.1.2. Business Automobile Liability – Coverage for bodily injury and property damage on any owned, leased, hired, and/or non-owned autos assigned to or used in the performance of this Agreement with minimum limits not less than \$1,000,000 each accident.
 - 13.1.3. Workers' Compensation and Employers' Liability – Statutory coverage for Workers' Compensation. Workers' Compensation statutory coverage is compulsory for employers of one or more employees. Employers Liability coverage with limits of \$1,000,000 each accident and \$1,000,000 each employee – disease.
 - 13.1.4. Professional Liability (E & O) Insurance – This insurance is required for work from professionals whose coverage is excluded from the above CGL policy. The policy limits shall be not less than \$2,000,000 Each Claim and \$2,000,000

Annual Aggregate. The insurance shall cover professional misconduct or negligent acts of anyone performing any services under this Agreement.

13.2. Additional Coverage Requirements:

13.2.1. Claims Made Coverage: If any part of the Required Insurance is written on a claims-made basis, any policy retroactive date must precede the effective date of this Agreement, and Subrecipient must maintain such coverage for a period of not less than three (3) years following Agreement expiration, termination, or cancellation.

13.2.2. Additional Insured Endorsement: The General Liability and Business Automobile Liability Policies shall each be endorsed to include Pima County, its departments, districts, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Subrecipient.

13.2.3. Subrogation Endorsement: The General Liability, Business Automobile Liability, and Workers' Compensation Policies shall each contain a waiver of subrogation endorsement in favor of Pima County, and its departments, districts, officials, agents, and employees for losses arising from work performed by or on behalf of the Subrecipient.

13.2.4. Primary Insurance Endorsement: The Required Insurance policies must stipulate that they are primary and that any insurance carried by County, or its agents, officials, or employees, is excess and not contributory insurance.

13.2.5. The Required Insurance policies may not obligate County to pay any portion of Subrecipient's deductible or Self Insurance Retention (SIR).

13.2.6. Subcontractors: Subrecipient must either (a) include all subcontractors as additional insureds under its Required Insurance policies, or (b) require each subcontractor to separately meet all Insurance Requirements and verify that each subcontractor has done so. Subrecipient must furnish, if requested by County, appropriate insurance certificates for each subcontractor. Subrecipient must obtain County's approval of any subcontractor request to modify the Insurance Requirements as to that subcontractor.

13.3. Notice of Cancellation: Subrecipient must notify County, within two business days of Subrecipient's receipt of notice from an insurer, if any required insurance policy is suspended, voided, or cancelled for any reason. Notice must include the Pima County project or Agreement number and project description.

13.4. Verification of Coverage:

13.4.1. Subrecipient must furnish County with a certificate of insurance (valid ACORD form or equivalent approved by Pima County) for each Required Insurance policy, which must specify that the policy has all the required endorsements, and must include the Pima County project or Agreement number and project description. Each certificate must be signed by an authorized representative of the insurer.

- 13.4.2. County may at any time require Subrecipient to provide a complete copy of any Required Insurance policy or endorsement. Note: Subrecipients for larger projects must provide actual copies of the additional insured and subrogation endorsements.
- 13.4.3. Subrecipient must provide the certificates to County before work commences. Each Required Insurance policy must be in effect at least 10 days before work under this Agreement commences. Subrecipient must provide County a renewal certificate not less than 15 days prior to a Required Insurance policy's expiration date. Failure to maintain the Required Insurance policies, or to provide evidence of renewal, is a material breach of this Agreement.
- 13.4.4. All insurance certificates must be sent directly to the appropriate County Department.
- 13.5. Approval and Modifications: The Pima County Risk Manager may modify the Insurance Requirements at any point during the Term of this Agreement. This can be done administratively, with written notice from the Risk Manager and does not require a formal Agreement amendment. 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, nor the County's receipt of any other information from the Subrecipient, its insurance broker(s) and/or insurer(s), constitutes a waiver of any of the Insurance Requirements.
14. **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.
15. **LAWS AND REGULATIONS.**
- 15.1. Compliance with Laws. The parties will comply with all applicable federal, state, and local laws, rules, regulations, standards and Executive Orders.
- 15.2. 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.
- 15.3. Compliance with Special Grant Terms and Conditions. The Subrecipient will comply

with the Special Federal Award Grant Terms and Conditions set forth in **Exhibit E – Special Federal Award Grant Terms and Conditions** (6 pages) of this Agreement.

- 15.4. Compliance with Federal Grant Regulations. The Subrecipient acknowledges that federal financial assistance will be used to fund this Agreement. The Subrecipient will comply with all applicable federal law, regulations, executive orders, federal funding agency policies, guidance, procedures, and directives.
- 15.5. Federal Funding Accountability and Transparency Act (FFATA). Subrecipient acknowledges that County is obligated to report on this agreement in the FFATA Subaward Reporting System (FSRS), if the NTE amount is \$30,000 or above and if the County is the direct recipient of the federal funding agency. If Subrecipient received 80 percent or more of gross annual revenues from Federal grants and contracts in the Subrecipient's preceding fiscal year, and \$25,000,000 or more in annual gross revenues from Federal grants and contracts; Subrecipient will report to County the names and total compensation of each of the Subrecipient's five most highly compensated executives for the preceding completed fiscal year.
- 15.6. No Obligation by Federal Government. The federal government is not a party to this Agreement 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 Agreement.
- 15.7. Byrd Anti-Lobbying Amendment. Subrecipient 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.
- 15.8. Debarment and Suspension. (Executive Orders 12549 and 12689)—Subrecipient certifies that they are not listed on the government wide exclusions in the System for Award Management (SAM).
 - 15.8.1. This Agreement is a covered transaction for purposes of 2 C.F.R. Part 180 and 2 C.F.R. Part 3000. As such the Subrecipient is required to verify that none of its 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).
 - 15.8.2. The Subrecipient is required to provide their UEI number to Pima County.
 - 15.8.3. The Subrecipient is required to notify Pima County within three business days if any Federal agency excludes Subrecipient, its contractor, principal or affiliates under Executive Order 12549 or Executive Order 12689.
 - 15.8.4. The Subrecipient must comply with 2 C.F.R. Part 180, Subpart C and 2 C.F.R. Part 3000, Subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
 - 15.8.5. This certification is a material representation of fact relied upon by County. If

it is later determined that the Subrecipient did not comply with 2 C.F.R. Part 180, Subpart C and 2 C.F.R. Part 3000, Subpart C, in addition to remedies available to Pima County, the Federal Government may pursue available remedies, including but not limited to suspension and/ or debarment.

- 15.9. Mandatory Disclosures for Federal Awardee Responsibility/Qualification in System for Award Management (formerly FAPIIS). Subrecipient must report and maintain information in the System for Award Management (SAM.gov) about civil, criminal and administrative proceedings in connection with the award or performance of a Federal award that is pending disposition or reached final disposition within the most recent five-year period. Subrecipients must disclose, within five business days, in writing to the prime recipient (pass through entity), HUD, and OIG, all information related to violations, or suspected violations, of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Disclosures must be sent in writing to the awarding agency and to the HUD OIG at the following addresses:

U.S. Department of Housing and Urban Development
Office of Inspector General
One North Central , Room 600
Phoenix, Arizona 85004

Failure to make required disclosures can result in any of the remedies described in 2 CFR 200.339 remedies for noncompliance, including suspension or debarment (see 2 CFR parts 180 & 376 and 31 U.S.C. 3321).

- 15.10. Whistleblower Protection. An employee of Subrecipient or personal services contractor may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing information that the employee reasonably believes is evidence of gross mismanagement of a Federal contract or grant, a gross waste of Federal funds, an abuse of authority relating to a Federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or grant.
- 15.11. Program Fraud and False or Fraudulent Statements or Related Acts. The Subrecipient acknowledges that 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) applies to the Subrecipient's actions pertaining to this contract. Making false statements or claims in connection with this subaward is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.
- 15.12. Non-Discrimination.

- 15.12.1. 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.

15.12.2. As a condition of receipt of Federal financial assistance, Subrecipient acknowledges and agrees that it 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:

15.12.2.1. 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 C.F.R. Part 35).

15.12.2.2. Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the basis of race, color, or national origin (42 U.S.C. § 2000(d) *et seq.*).

15.12.2.3. Title VII of the Civil Rights Act of 1964, as amended, which prohibits employment discrimination on the basis of race, color, sex, or national origin (42 U.S.C. § 2000(e) *et seq.*).

15.12.2.4. 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, Subrecipient must take reasonable steps to ensure that LEP persons have meaningful access to your programs. Meaningful access may entail providing language assistance services, including oral and written translation, where necessary. Subrecipient is 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 LEP obligations, go to <http://www.lep.gov>.

15.13. § 200.216 Prohibition on certain telecommunications and video surveillance services or equipment. Subrecipient is prohibited from obligating or expending loan or grant funds to:

15.13.1. Procure or obtain;

15.13.2. Extend or renew a contract to procure or obtain; or

15.13.3. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, Section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

15.13.4. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology

Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

15.13.5. Telecommunications or video surveillance services provided by such entities or using such equipment.

15.13.6. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

16. **INDEPENDENT CONTRACTOR.** Subrecipient is an independent contractor. Subrecipient and its Subrecipient's officers, agents, or employees must not 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 Administrative Procedures or 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.
17. **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.
18. **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.
19. **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.
20. **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.
21. **NEPOTISM.** No person shall be employed or contracted with if a member of his or her immediate family is on the Board of Directors of the Subrecipient or is employed in an administrative capacity by the Subrecipient.

21.1. For the purposes of this section, "immediate family" includes: wife, husband,

daughter, son, mother, father, brother, sister, sister-in-law, brother-in-law, mother-in-law, father-in-law, aunt, uncle, niece, nephew, stepparent and stepchild.

- 21.2. "Administrative Capacity" includes those who have selection, hiring, supervisory or operational responsibility for the program.
- 21.3. County may grant a temporary waiver of this policy where immediate family member's employment situation already exists at the time of execution of this Agreement
- 22. **CONFLICT OF INTEREST.** In accordance with 2 CFR §200.318(c)(1), Subrecipient must maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts. No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a Federal award if they have a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of their immediate family, their partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the Subrecipient may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, Subrecipients may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the Subrecipient. Additionally, 2 CFR §200.112 states in part, "The Subrecipient must disclose in writing any potential conflict of interest to the Federal awarding agency or pass-through entity in accordance with applicable Federal awarding agency policy."
- 23. **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.
- 24. **TERMINATION BY COUNTY.**
 - 24.1. 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.
 - 24.2. 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.
 - 24.3. 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/or 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.
 - 24.4. Suspension: County reserves the right to suspend Subrecipient's performance and payments under this Agreement immediately upon notice delivered to Subrecipient's

designated agent in order to investigate Subrecipient's activities and compliance with this Agreement. In the event of an investigation by County, Subrecipient will cooperate fully and provide all requested information and documentation. At the conclusion of the investigation, or within 45 days, whichever is sooner, Subrecipient will be notified in writing that the Agreement will be immediately terminated or that performance may be resumed.

25. **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:

County:

Dan Sullivan, Director
Pima County Department of
Community & Workforce Development
2797 E. Ajo Way
Tucson, Arizona 85713

Subrecipient:

Leslie Rivett, President
Arivaca Community Center, Inc.
36120 South Mesquite Road
Arivaca, Arizona 85601

26. **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.

27. **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.

28. **PUBLIC RECORDS.**

28.1. Disclosure. Pursuant to A.R.S. § 39-121 et seq., and A.R.S. § 34-603(H) in the case of construction or Architectural and Engineering services procured under A.R.S. Title 34, Chapter 6, all documents submitted in response to the solicitation resulting in award of this Agreement, including, but not limited to, pricing schedules, product specifications, work plans, and any supporting documents, are public records. As such, those documents are subject to release and/or review by the general public upon request, including competitors.

28.2. Records Marked Confidential; Notice and Protective Order. If Subrecipient reasonably believes that some of those records contain proprietary, trade-secret or otherwise-confidential information, Subrecipient must prominently mark those records "CONFIDENTIAL." In the event a public-records request is submitted to County for records marked CONFIDENTIAL, County will notify Subrecipient of the request as soon as reasonably possible. County will release the records 10 business days after the date of that notice, unless Subrecipient has, within that period, secured an appropriate order from a court of competent jurisdiction, enjoining the release of the records. County will not, under any circumstances, be responsible for securing such an order, nor will County be in any way financially responsible for any costs associated with securing such an order.

29. **LEGAL ARIZONA WORKERS ACT COMPLIANCE.**

29.1. 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.

- 29.2. 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.
- 29.3. 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.
- 29.4. Subcontractors. Subrecipient will advise each subcontractor of County's rights, and the subcontractor's obligations, under this Section 29 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 ensure 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."

30. **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.
31. **FORCED LABOR OF ETHNIC UYGHURS**. Pursuant to A.R.S. § 35-394, if Subrecipient engages in for-profit activity and has 10 or more employees, Subrecipient certifies it is not currently using, and agrees for the duration of this Agreement to not use (1) the forced labor of ethnic Uyghurs in the People's Republic of China; (2) any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; and (3) any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China. If Subrecipient becomes aware during the term of the Agreement that the Company is not in compliance with A.R.S. § 35-394, Subrecipient must notify the County within five business days and provide a written certification to County regarding compliance within one hundred eighty days.

32. **HEAT INJURY AND ILLNESS PREVENTION AND SAFETY PLAN.** Pursuant to Pima County Procurement Code 11.40.030, Contractor hereby warrants that if Contractor's employees perform work in an outdoor environment under this Contract, Contractor will keep on file a written Heat Injury and Illness Prevention and Safety Plan. At County's request, Contractor will provide a copy of this plan and documentation of heat safety and mitigation efforts implemented by Contractor to prevent heat-related illnesses and injuries in the workplace. Contractor will post a copy of the Heat Injury and Illness Prevention and Safety Plan where it is accessible to employees. Contractor will further ensure that each subcontractor who performs any work for Contractor under this Contract complies with this provision.
33. **AMENDMENT.** The parties may modify, amend, alter or extend this Agreement only by a written amendment signed by the parties.
34. **CITED LAWS AND REGULATIONS.** Laws and regulations cited in this agreement may be modified after execution of the Agreement. Such modifications shall be assumed to be incorporated into the Agreement and may be used to update its provisions without requiring a formal amendment.
35. **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.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

This agreement may be executed in counterparts, each of which, when taken together, will constitute one original agreement.

PIMA COUNTY

Chair, Board of Supervisors


Date

ATTEST

Clerk of the Board

Date

APPROVED AS TO FORM



Deputy County Attorney

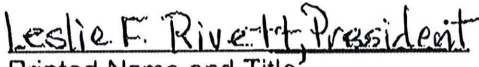
Kyle Johnson

Print DCA Name

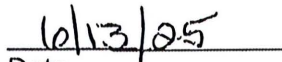
SUBRECIPIENT



Authorized Officer Signature



Printed Name and Title




Date

APPROVED AS TO CONTENT



Department Head



Date

Exhibit A (2 pages)
Scope of Services

- 1. Project Purpose.** The Project will complete necessary facility improvements for use by area residents.
- 2. Project Activities.** Pursuant to the 2024-2025 Annual Action Plan, Subrecipient shall complete the following tasks:
 - 2.1. Procure and engage licensed contractors through a competitive bidding process and selecting the lowest qualified bidder that meets the specifications for each trade required. Pima County CWD must approve all procurement documents in the bid packet before bids are solicited. Subrecipient's procurement activities must comply with the Pima County Procurement Code and federal labor standards, including Davis-Bacon wage rates and reporting requirements, and any other HUD or other federal regulations such as Equal Employment Opportunity and Section 3 of the Housing and Urban Development Act of 1968.
 - 2.2. Subrecipient shall complete facility improvements per the plans and specifications submitted to the County including, but not limited to:
 - 2.2.1. Kitchen Improvements including, but not limited to:
 - 2.2.1.1. Demolition and removal of existing cabinets and countertops;
 - 2.2.1.2. Installation of new cabinets and countertops;
 - 2.2.1.3. Procurement of commercial stove; and
 - 2.2.1.4. Procurement of commercial refrigerator and freezer.
 - 2.2.2. Interior lighting improvements; and
 - 2.2.3. Procurement of ADA accessible wheelchair swing for playground.
 - 2.2.4. Schedule, oversee, manage and inspect the Project throughout all phases.
 - 2.2.5. Subrecipient shall retain title to and operate the facility for a period of three years following the completion of the Project. This provision will survive the termination of this Agreement. The following conditions apply to secure such performance.
 - 2.2.5.1. In the event Subrecipient fails to adhere to this provision, Subrecipient will reimburse County for the total amount of CDBG funds expended for the Project.
 - 2.2.6. Subrecipient shall execute a Deed of Trust contained in **Exhibit F** (6 pages) in the amount of \$35,000.00 to secure such performance.
- 3. Performance Measures, Deliverables and Timelines.** The improvements will provide a more suitable living environment by improving and increasing the quality of neighborhood public facilities. The Project will provide improved access to and continued availability of improvements for low-to-moderate income families and individuals.

4. **Metrics available to measure performance.** One facility will be improved and 695 residents will benefit from facility improvements.
5. **Reports and Deadlines.** Subrecipient shall submit quarterly reports that capture low-to-moderate area information related to Community Public Facilities/Infrastructure. Subrecipient's reports shall include: (1) Program/project status and accomplishment narrative; and (2) Number of unduplicated persons and/or households assisted. County may require reports for five full years after the Project has been completed. Subrecipient shall submit reports through County's online reporting system. Subrecipient shall submit the quarterly reports on January 15; April 15; July 15; and October 15. All reporting provisions survive the termination of this Agreement.

Exhibit B (1 Page)
Compensation and List of Unallowable Costs

1. **BUDGET PERIOD (07/01/2025 – 06/30/2026 - 12 months)**

2. **COMPENSATION**

- 2.1. County will reimburse Subrecipient's expenses in accordance with the budget set forth below. Invoices submitted with monthly reports must contain adequate supporting documentation to verify the amount and nature of expenditures. Invoices 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. County reserves the right to audit Contractor's financial records as relates to the performance of duties under this Agreement.
- 2.2. Total amount for this Budget Period is \$35,000.00.
- 2.3. Subrecipient has elected not to collect indirect costs.

Budget Line Items	Total
Kitchen Improvements	\$25,000.00
Lighting improvements	\$5,000.00
ADA accessible swing	\$5,000.00
TOTAL BUDGET	\$35,000.00

3. **VARIANCE OR REPROGRAMMING**

Reallocation(s) or budget variance(s) between budget categories must be approved by the Grant Management & Innovation Department Director or designee.

4. **COSTS REQUIRING PRIOR APPROVAL BY THE PIMA COUNTY GMI DIRECTOR.**

Unusual or large items, for example: capital equipment purchases, including software systems

5. **UNALLOWABLE COSTS:**

- Alcoholic beverages
- Entertainment
- Fines, penalties, damages, and other settlements
- Pre-award costs
- Lobbying activities
- Costs of legal defense related to civil or criminal fraud
- Contributions or donations
- Fundraising costs
- Costs prohibited by award regulations

EXHIBIT C (1page)

PIMA COUNTY INVOICE REQUEST
SAMPLE

Invoice For The Month Of _____, 2023

PLEASE SEND INVOICE TO THE ATTENTION OF:

AGENCY INVOICE INFORMATION:

FEDERAL FUNDING INFORMATION _____

INV DATE _____

PROGRAM NAME _____

INVOICE # _____

CFDA #

93.391

APPROVED BUDGET & BILLING DETAILS (07/01/22-06/30/23)

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	-										-	-
TOTAL CONTRACT BILLING	-	-	-	-	-	-	-	-	-	-	-	-

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 & sign	Date	Contact Phone Num/Ext	Agency Authorized Approver Signature - please print &	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

**EXHIBIT D (1 Page)**  
**Subrecipient Core Documents**

All Subrecipients are required to submit the following core documents to County within 60 days of approval of this Agreement. Core documents may be submitted via email to [GMLagreements@pima.gov](mailto:GMLagreements@pima.gov) or via Surface Mail to Grants Management & Innovation, Grants Admin Compliance Division, 130 W. Congress, DT-ADE-127, Tucson, Arizona 85701.

1. Audited Financial Statement(s)(most current)
2. Single Audit in accordance with the audit requirements at 2 C.F.R. § 200.501(a):

Non-Federal entities that expend \$750,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single or program-specific audit conducted for that year in accordance with the provisions of this part.
3. Organizational Charts
4. Chart of Accounts with Cost Centers
5. Internal Control Procedure(s) such as:
  - Procurement/Purchasing Policy(ies)
  - Procedure for budgeting grants
  - Personnel Policies
  - Drug-free Workplace Policy
  - Code of Conduct
  - Conflict of Interest
  - Whistleblower Protection
  - Employee Travel
6. The following administrative and/or financial management procedures for administering federal grants such as:
  - Cost Allocation Plan
  - Cash Management Procedure(s)
  - Methodology for reporting accrued expenditures for Pima County contracts
  - Financial Management Systems
  - Determination of Allowable costs
  - Financial Reporting
  - Records Retention
7. Certificate of Insurance or Fidelity Bond for construction projects (if applicable)
8. Indirect Cost Rate (most current issued by a Federal agency). Per 2 CFR 200.332(a)(4), Pima County will accept the following types of indirect cost rates:
  - An approved federally recognized indirect cost rate negotiated between the entity and the Federal Government; or
  - If no such rate exists, a de minimis indirect cost rate as defined in 2 C.F.R. § 200.414(f).

If additional documents are required, Subrecipient will be notified by the County.

**Exhibit E (6 Pages)**  
**Special Federal Award Grant Terms and Conditions**

**CONSTRUCTION CONTRACTS.** Subrecipient will include the following federally mandated provisions in all contracts:

1. **COPELAND "ANTI-KICKBACK" ACT.** Contractors and subcontractors performing work are prohibited from in any way inducing an employee to give up any part of the compensation to which he or she is entitled. The Copeland Act and implementing regulations also require contractors and subcontractors performing on covered contracts to pay their employees on a weekly basis and in cash or a negotiable instrument payable on demand and to submit weekly payroll reports of the wages paid to their laborers and mechanics during the preceding payroll period.
2. **DAVIS-BACON ACT.**
  - 2.1. Subrecipient will ensure that construction carried out under this agreement shall be done in compliance with the Davis-Bacon Act (40 U.S.C. §§ 3141- 3144 and 3146-3148) and the requirements of 29 C.F.R. Part 5 as may be applicable. All contractors shall comply with 40 U.S.C. §§ 3141-3144 and 3146-3148 and the requirements of 29 C.F.R. Part 5 as applicable.
  - 2.2. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor and published at SAM.gov. Prevailing wages must be posted at all job sites.
  - 2.3. Subrecipient will ensure that the following clauses are inserted into any contract in excess of \$2,000 which is entered into for actual construction, alteration, and/or repair, including painting and decorating, under this Agreement:

*All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 C.F.R. Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is*

*performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.*

- 2.4. Subrecipient will maintain and submit payroll certifications to the U.S. Department of Labor as required by the Davis-Bacon Act and 29 C.F.R. Subtitle A § 5.5(a)(3).

3. **EQUAL EMPLOYMENT OPPORTUNITY.** During the performance of this contract, the contractor agrees as follows:

- 3.1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- 3.2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- 3.3. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- 3.4. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- 3.5. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- 3.6. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

- 3.7. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- 3.8. The contractor will include the portion of the sentence immediately preceding paragraph 3.1 and the provisions of paragraphs 3.1 through 3.8 in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States. The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract. The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.



4. **SECTION 3.** Subrecipient must comply with the requirements of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. § 1701u. When new employment opportunities are created by HUD assistance, priority consideration is given to the greatest extent possible, to low- and very low-income persons, residing in the community in which the funds are spent and to businesses that provide economic opportunities for these persons.
5. **UNIFORM RELOCATION ASSISTANCE.** Subrecipient must comply with the Uniform Relocation Act at 42 U.S.C. § 4601. et seq. in all cases where any person is displaced by the funded activities.

## **PROCUREMENTS FOR MATERIALS**

1. **DOMESTIC PREFERENCES FOR PROCUREMENTS.**
  - 1.1. As appropriate, and to the extent consistent with law, Subrecipient should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products.
  - 1.2. For purposes of this clause:
    - 1.2.1. Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
    - 1.2.2. Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.
2. **RECOVERED MATERIALS.** A Subrecipient entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, as amended (42 U.S.C. § 6901). The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
3. **DISADVANTAGED BUSINESS ENTERPRISES**
  - 3.1. Subrecipient must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used, when possible, per 2 C.F.R. § 200.321.
  - 3.2. Affirmative steps must include:
    - 3.2.1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
    - 3.2.2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

- 3.2.3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- 3.2.4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- 3.2.5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
- 3.2.6. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs 3.2, (3.2.1) through (3.2.5) of this section.

## **PUBLICATIONS AND INVENTIONS**

- 1. **RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT.** If the Federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 C.F.R. Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
- 2. **COPYRIGHT AND DATA RIGHTS.** The Subrecipient grants to County a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license to data first produced in the performance of this Agreement to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the Agreement but not first produced in the performance of this contract, the Subrecipient will identify such data and grant to County or acquire on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this Agreement, the Subrecipient will deliver to County data first produced in the performance of this Agreement and data required by the Agreement but not first produced in the performance of this Agreement in formats acceptable by County.

## **ENVIRONMENTAL REGULATIONS**

- 1. **CLEAN AIR ACT.**
  - 1.1. The Subrecipient agrees to comply with all applicable standards orders or regulations issued pursuant to the Clean Air Act as amended, 42 U.S.C. § 7401 et seq.
  - 1.2. The Subrecipient agrees to report each violation to the (name of applicant entering into the contract) and understands and agrees that the (name of the applicant entering into the contract) will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

- 1.3. The Subrecipient agrees to include these requirements in each subcontract exceeding its Simplified Acquisition Threshold or \$250,000, whichever is lower, financed in whole or in part with Federal assistance.
2. **NATIONAL ENVIRONMENTAL POLICY ACT.** Where applicable, the Subrecipient will work with County and Federal funding agency on any required environmental review of their proposed actions and of the environmental impact of activities funded with federal assistance, in order to ensure informed decision-making and public input.
3. **NATIONAL HISTORIC PRESERVATION ACT.** Where applicable, the Subrecipient will work with County and Federal funding agency on any required consultation process with the Arizona State Historic Preservation Office (SHPO) prior to commencing the project to ensure compliance with Section 106 of the National Historic Preservation Act.
4. **ARCHEOLOGICAL AND HISTORIC PRESERVATION ACT.** Subrecipient agrees to notify County if performing a construction project wherein archeologically significant artifacts or similar items are discovered after construction has begun and agrees to coordinate with County and SHPO on all required preservation and repatriation activities.

#### **HEALTHCARE REGULATIONS**

1. **PROTECTED HEALTH INFORMATION.** No protected health information as described in 45 C.F.R. §160.103 of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) will be collected, stored, disclosed or shared in the performance of this Agreement.

#### **STATUTORY AND NATIONAL POLICY REQUIREMENTS**

1. **VIOLENCE AGAINST WOMEN ACT.**
  - 1.1. As applicable, Subrecipient will comply with the notice, documentation, certification, confidentiality, and remedy requirements in 24 C.F.R. Part 5, Subpart L as supplemented by 24 C.F.R. § 576.409.
  - 1.2. As required by 24 C.F.R. § 576.409(f), Subrecipient agrees not to deny admission to or remove from emergency shelter an individual or family on the basis or as a direct result of the fact that they have been the victim of domestic violence, dating violence, sexual assault, or stalking, if the individual or family otherwise qualifies for admission or occupancy.
2. **TRAFFICKING VICTIMS PROTECTION ACT.** This award is subject to termination, without penalty, if the subrecipient:
  - 2.1. Engages in severe forms of trafficking in persons during the period of time that the award is in effect;
  - 2.2. Procures a commercial sex act during the period of time that the award is in effect; or
  - 2.3. Uses forced labor in the performance of the award or subawards under the award.

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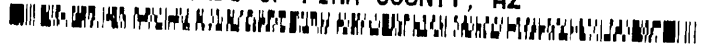
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Page: 1 of 7

Gabriella Cázares-Kelly Recorder

OFFICIAL RECORDS OF PIMA COUNTY, AZ



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## DEED OF TRUST

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Cover Sheet

DO NOT REMOVE

This is part of an official document.

**Exhibit F (6 Pages)**  
**Performance Deed of Trust**

When recorded, return to:

Pima County Department of Community & Workforce Development  
2797 East Ajo Way, 3<sup>rd</sup> Floor  
Tucson, Arizona 85713

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**PERFORMANCE DEED OF TRUST**

**DATE:** June 13, 2025

**TRUSTOR:** **Arivaca Community Center, Inc.**, a non-profit corporation registered to do business in the State of Arizona, whose mailing address is:

|                                     |
|-------------------------------------|
| PO Box 36<br>Arivaca, Arizona 85601 |
|-------------------------------------|

**BENEFICIARY:** **Pima County, Arizona**  
Pima County Department of Community & Workforce Development  
Attention Pima County CDBG Program  
2797 East Ajo Way, 3<sup>rd</sup> Floor  
Tucson, Arizona 85713

**TRUSTEE:** **Lawyers Title of Arizona, Inc.**  
450 W. Redondo  
Tucson, AZ 85701

**PROPERTY:** Properties situated in Pima County, Arizona, described as follows:

|                                                                                                                                                                                                                                                                                  |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| E576' S680.64' N710.64' NW4 NE4 9 AC SEC 22-21-10<br>AKA PT LOT 165 ARIVACA LAKE EST RS 1/72 EXC N30<br>Pima County Tax Parcel No. 302-57-002E<br>Street addresses, if any, or identifiable location of the property:<br><br>36120 South Mesquite Road<br>Arivaca, Arizona 85601 |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

**1. Grant and Conveyance.** For value received, Trustor irrevocably grants, conveys, and assigns the Property together with its leases, issues, profits, or income (the "**Property Income**") to the Trustee, with power of sale, to be held by Trustee in trust for the benefit of Beneficiary subject to:

- 1.1. the right, power, and authority given to and conferred upon Beneficiary, to collect and apply such Property Income, and
- 1.2. current taxes and other assessments, reservations in patents and all easements, rights of way,

encumbrances, liens, covenants, conditions, restrictions, obligations, and liabilities as may appear of record.

**2. Obligations Secured.** This Deed of Trust is given for the purpose of securing the following:

- 2.1. Performance of the conditions in Section 3 in Exhibit A to the Pima County CDBG grant program Subaward Agreement, Pima County Contract No. **PO2400012721**, between Beneficiary and Trustor (the "Subaward Agreement").
- 2.2. CDBG grant funds in the amount of \$35,000.00 (the "County Contribution"), except that the Trustor has no obligation to repay the County Contribution to Beneficiary if Trustor complies with the conditions in Subaward Agreement and this Deed of Trust.

The funds and obligations secured by this Deed of Trust are collectively referred to in this Deed of Trust as the "Secured Obligations."

3. **Maintenance of Property.** Trustor will: (a) keep the Property in good condition and repair, (b) not to remove or demolish any building from the Property; (c) complete or restore promptly and in good and workmanlike manner any building which may be constructed, damaged, or destroyed on the Property, and pay when due all claims for labor performed and materials furnished on the Property, (d) comply with all laws affecting the Property or requiring any alterations or improvements to be made thereon; (e) neither commit nor permit any waste upon the Property; and (f) do all other acts which from the character or use of the Property may be reasonably necessary.
4. **Insurance.** Trustor will provide, maintain, and deliver to Beneficiary fire and other property insurance satisfactory to and with loss payable to Beneficiary. Beneficiary may apply any amounts collected under any fire or other insurance policy to any indebtedness secured hereby and in such order as Beneficiary may determine, or at the sole option of Beneficiary all or any portion of the amount so collected may be released to Trustor. Such application or release does not cure or waive any default or notice of Trustee's sale hereunder or invalidate any act done pursuant to such notice.
5. **Protection by Trustor.** Trustor will defend, at Trustor's expense, any action or proceeding purporting to affect the Trustor's interest in the Property, or the rights or powers of Beneficiary or Trustee, or seeking to impose any liability on Beneficiary or Trustee because of any act or omission of Trustor. Trustor will indemnify and hold Beneficiary and Trustee harmless from any such liability, cost or expense associated with such action or proceeding, and in any suit brought by Beneficiary or Trustee to foreclose this Deed of Trust.
6. **Payment of Taxes and Assessments.** Trustor will pay, before delinquent, all taxes and assessments affecting the Property, all encumbrances, charges, and liens, with interest, on the Property or any part thereof, which appear to be prior or superior hereto; all costs, fees, and expenses of this Trust, including, without limiting the generality of the foregoing, the fees of Trustee for issuance of any Deed of Partial Release and Partial Reconveyance or Deed of Release and Full Reconveyance, and all lawful charges, costs, and expenses in the event of reinstatement of, following default in, this Deed of Trust or the obligations secured hereby.
7. **Assignment of Leases.** As additional security for the Secured Obligations, Trustor hereby confers upon Beneficiary the right, power, and authority, during the continuance of this Trust, to collect the Property Income, reserving to Trustor the right, prior to any Event of Repayment (as defined below) by Trustor in in performance of the Secured Obligations, to collect and retain such Property Income as it becomes due and payable. Upon such default, Beneficiary may at any time, without notice, either in person, by agent, or by a receiver appointed by a court, and without regard to the adequacy of other security, enter upon and take possession of the Property or any part thereof, in its own name sue for or otherwise collect such Property Income, including that past due and unpaid, and apply the same, less costs and expenses of operation and collection, and may apply the same to

the reimbursement of the County Contribution.

- 8. Protection by Beneficiary or Trustee; Reimbursement.** Beneficiary or Trustee or both of them are authorized at their election to appear in and defend any action or proceeding purporting to affect the Property, rights or powers of Beneficiary or Trustee; to pay, purchase, contest or compromise any encumbrance, charge or lien that, in the judgment of either, appears to be prior hereto; and, in exercising any such powers, to pay reasonable expenses, employ counsel, and to pay counsel's reasonable fees and costs. Without obligation to do so, Beneficiary or Trustee may pay any amount or perform any obligation that is required of Trustor hereunder and that is not paid or performed by Trustor without to Trustee or take any other action or incur any other expense to protect the Property and Trustee's or Beneficiary's interest in the Property. Trustor will reimburse Trustee or Beneficiary, as appropriate, for any such expense or amount paid by them, within 10 business days after written notice to Trustor requesting such payment, plus interest from the date incurred until repaid in full.
- 9. Repayment of County Contribution.** Upon any Event of Repayment, Trustor agrees that the County Contribution shall become immediately due and payable to County. Each of the following constitutes an "Event of Repayment" under this Deed of Trust: (a) a breach of the Subaward Agreement that continues for 30 days after Trustor's receipt of written notice from Beneficiary; (b) Trustor sells, contracts to sell, gives an option to purchase, conveys, transfers or alienates the Property, or suffers its title to, or any interest in the Property to be divested, whether voluntarily or involuntarily; or (c) the commencement of a sale of the Property by a senior lienholder, either by Trustee's sale or by judicial foreclosure.
- 10. Right to Sell Property.** Upon an Event of Repayment, Beneficiary may declare all Secured Obligations immediately due and payable and cause Trustee to sell the Property or any part of it as provided by applicable law. Beneficiary also shall deposit with Trustee this Deed of Trust. All provisions of the law of Arizona relating to deeds of trust are incorporated by reference into this Deed of Trust. In lieu of sale pursuant to the power of sale conferred hereby, this Deed of Trust may be foreclosed in the same manner provided by law for the foreclosure of mortgages on real property. In any such judicial foreclosure, Beneficiary shall recover its reasonable attorneys' fees together with all costs and expenses, including without limitation, all court costs, experts' fees and cost of evidence of title. Beneficiary shall have all rights and remedies available to it hereunder and at law or in equity, and all remedies shall be cumulative and may be pursued concurrently or consecutively to the extent permitted by law. Notwithstanding anything else in this Deed of Trust, however, foreclosure and sale of the Property is the only recourse for satisfaction of Trustor's obligations under this Deed of Trust.
- 11. Injunctive Relief.** Trustor agrees that in the event of a breach or threatened breach of the Subaward Agreement, Beneficiary or Trustee may seek to enforce such obligations and may have no adequate remedy in money damages and, accordingly, shall be entitled to an injunction against such breach or threatened breach, and Trustor hereby consents to an order permanently enjoining Trustor from violating the Subaward Agreement during the term of this Deed of Trust. However, no specification in this Deed of Trust of a specific legal or equitable remedy shall be construed as a waiver or prohibition against any other legal or equitable remedies in the event of a breach of a provision of this Deed of Trust.
- 12. Parties Bound.** This Deed of Trust applies to, inures to the benefit of and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns.
- 13. Successor Trustee.** Beneficiary may appoint a successor Trustee in the manner prescribed by law. A successor Trustee herein shall, without conveyance from the predecessor Trustee, succeed to all the predecessor's title, estate, rights, powers, and duties. Trustee may resign by mailing or

delivering notice thereof to Beneficiary and Trustor.

- 14. Duties of Trustee.** Trustee will not be liable for any error of judgment or act taken in good faith by Trustee or be otherwise responsible or accountable except for Trustee's gross negligence or willful misconduct. Trustee accepts this Trust when this Deed of Trust is duly executed made a public record as provided by law. Trustee is not obligated to notify any party of pending sale under any other Deed of Trust or of any action or proceeding in which Trustor, Beneficiary, or Trustee shall be a party unless brought by Trustee. At any time and without notice, upon written request of Beneficiary and presentation of this Deed of Trust, the Trustee may (a) release and reconvey all or any part of the Property; (b) consent to the making and recording, or either, of any map or plat of the Property or any part thereof; (c) join in granting any easement thereon; or (d) join in or consent to any extension agreement or any agreement subordinating the lien, encumbrance, or charge hereof.
- 15. Request for Notice by Trustor.** Trustor may request that a copy of any notice of Trustee's sale be mailed to Trustor at its address set forth above.
- 16. No Waiver.** No delay or omission on the part of Beneficiary in exercising any right under the Note or this Deed of Trust will operate as a waiver of such right or any other rights. To the extent permitted by law, Trustor waives the right in any action under the Note or this Deed of Trust to assert that such action was not commenced within the time required by law. No failure by Beneficiary to insist upon, nor any election by Beneficiary not to insist upon, strict performance by Trustor of any of any obligation under the Note or this Deed of Trust will estop Beneficiary from insisting on such strict performance in the future.
- 17. Notices.** All notices to be delivered under this Deed of Trust shall be by first class mail, registered mail or certified mail, postage prepaid, and delivered to the addresses in this Deed of Trust, unless written notice of a change of address has been delivered.
- 18. Condemnation.** Any award of damages in connection with any condemnation or taking of or for injury to any of the Property by reason of public use or for damages for private trespass or injury to the Property will be paid to Beneficiary as a prepayment of the Secured Obligations until all Secured Obligations have been fully satisfied.
- 19. Governing Law; Severability.** This Deed of Trust is governed by the laws of the State of Arizona. In the event that any provision or clause of this Deed of Trust conflicts with applicable law, such conflict will not affect other provisions of this Deed of Trust that can be given effect without the conflicting provision, and to this end the provisions of this Deed of Trust are declared to be severable.
- 20. Integration.** This Deed of Trust, the Purchase Agreement, and the Note constitute the entire understanding of the parties and there are no other oral or written statements, representations, agreements or understandings that modify, amend or vary their terms.
- 21. Security Intended.** Notwithstanding any provision of this Deed of Trust to the contrary, the parties intend that this document secure the payment and performance of the Secured Obligations and constitute a "deed of trust" as defined in A.R.S. §33-801. If despite that intention a court of competent jurisdiction determines that this document does not qualify as a "trust deed" or "deed of trust" within the meaning of Chapter 6.1, Title 33, Arizona Revised Statutes, then, ab initio, this instrument will be deemed a realty mortgage under A.R.S. §33-702, and will be enforceable as such, and the Trustor will be deemed a "mortgagor," the Beneficiary will be deemed a "mortgagee," and all references to the "Trustee" will be deemed to refer to the "mortgagee" to the extent not inconsistent with interpreting this instrument as though it were a realty mortgage. As a realty mortgage, Trustor as mortgagor will be deemed to have conveyed the Property ab initio to the Beneficiary as



mortgagee, such conveyance as a security to be void upon condition that Trustor pay and perform all its Secured Obligations.

- 22. Release of Deed of Trust.** Upon written request of Beneficiary stating that all sums secured hereby have been paid, and upon surrender of this Deed of Trust and said note(s) to Trustee for cancellation, and upon payment of its fees, Trustee will release and reconvey, without covenant or warranty, express or implied, the Property then held hereunder. The recitals in such reconveyance of any matters or facts are conclusive proof of the truthfulness thereof. The grantee in such reconveyance may be described as "the person or persons legally entitled thereto."

**SIGNATURE PAGE TO FOLLOW**

IN WITNESS WHEREOF, this Deed of Trust is executed as of the day and year first above written.  
**TRUSTOR:**

Arivaca Community Center, Inc., an Arizona non-profit corporation

By: Leslie F. Rievert

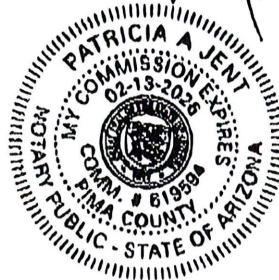
Title: President

State of Arizona        )  
                                  ) ss.  
County of Pima         )

This instrument was acknowledged before me this 13 day of June 2025, by,  
Leslie F Rievert as President of Arivaca Community Center, Inc.,  
an Arizona non-profit corporation.

Patricia A. Jent Notary Public

My commission will expire: 2-13-2026



ACCEPTED AND APPROVED BY:

Angela J. [Signature]

Director, Pima County Department of Community &  
Workforce Development