



BOARD OF SUPERVISORS AGENDA ITEM REPORT
CONTRACTS / AWARDS / GRANTS

Requested Board Meeting Date: 4/19/2016

or Procurement Director Award ☐

Contractor/Vendor Name: Three Points Fire District (Sub Recipient)
(DBA):

Project Title/Description:

Purchase of one fully enclosed trailer for the transportation of needed supplementary equipment and supplies on emergency responses and for community events about fire safety ("the Project"). The Project will be owned and operated by the Subrecipient and housed at Subrecipient's facility located at 14055 W. Hunt Road, Tucson, AZ 85736 ("the Facility").

Purpose:

Purchase one enclosed trailer, approximately 8.5 feet wide by 20 feet long. The trailer will be used to:

- Transport integral supplementary equipment and supplies to the site of emergency responses;
- Ensure that sufficient equipment is available on long protracted incidents for safe and timely mission completion; and
- Transport equipment and props and other needed materials to community events to demonstrate fire suppression and fire safety techniques.

Procurement Method:

Solicitation number CDNC-12-18-14-ESG-CDBG

Program Goals/Predicted Outcomes:

Goal: To provide a more suitable living environment by improving and increasing the capability and quality of services by the fire district provided to the community through the Project.

Predicted outcomes: Improved access and continued availability of fire protection and emergency services to the residents of the Three Points/Robles Junction Community Development Target Area, in unincorporated Pima County, Arizona.

Public Benefit:

The fire rescue trailer will meet the CDBG National Objective to provide fire and emergency services which benefit low-to-moderate income persons in the Three Points/Robles Junction Community Development Target Area.

Metrics Available to Measure Performance:

The trailer will be frequently used to improve the fire protection and emergency services provided to the approximately 4,978 persons residing in the Three Points Fire District and surrounding areas reported by Subrecipient to HUD.

Retroactive:

No

Original Information

Document Type: CT Department Code: CD Contract # (i.e., 15-123): 160000000000000000262

Effective Date: 4/19/2016 Termination Date: 3/31/2017 Prior Contract Number (Synergen/CMS):

☒ Expense Amount: \$10,000

☐ Revenue Amount: \$

Funding Source(s): U.S. Department of Housing and Urban Development

Cost to Pima County General Fund: 0

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

APR 07 10:17 PM 2016

APR 07 10:17 PM 2016

To: COB 4-7-16 (2) ver.-1 Pgs. 20 Addendum

Were insurance or indemnity clauses modified?

☐ Yes ☒ No ☐ Not Applicable to Grant Awards

Vendor is using a Social Security Number?

☐ Yes ☒ No ☐ Not Applicable to Grant Awards

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

Amendment Information

Document Type:

Department Code:

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

Amendment No.:

AMS Version No.:

Effective Date:

New Termination Date:

☐ Expense ☐ Revenue ☐ Increase ☐ Decrease

Amount This Amendment:

Funding Source(s):

Cost to Pima County General Fund: \$

Contact: Josue Licea, Community Development & Housing Planner

Department: Community Development & Neighborhood Conservation

Telephone: 724-6765

Department Director Signature/Date:

Margaret M. Kane 04/06/2016

Deputy County Administrator Signature/Date:

Sur 4/6/2016

County Administrator Signature/Date:

(Required for Board Agenda/Addendum Items)

C. DeLuca 4/6/16

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

Project Name: *Fire Rescue Trailer*
CDBG Public Facilities Improvement

Subrecipient: Three Points Fire District

DUNS No.: 806360645

Project Description: Purchase of a fully enclosed trailer to transport integral supplemental equipment and materials to emergency responses and community events on fire safety.

Contract Term: April 19, 2016 through March 31, 2017.

Amount: \$10,000.00

Funding: U.S. Department of Housing and Urban Development

Federal Contract No. B-15-UC-04-0502

Award Date: 7/1/15

CONTRACT
No. <u>CT-CD-16-262</u>
AMENDMENT NO. _____
This number must appear on all invoices, correspondence and documents pertaining to this contract.

CFDA	Program Description	Nation Funding	Pima County Award
14.218	Community Development Block Grant/Entitlement Communities (CDBG)	FY15 \$2,095,100,000.00	\$2,592,446.00

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

This Agreement is entered into by and between Pima County, a body politic and corporate of the State of Arizona ("County") and Three Points Fire District, a special taxing district in the State of Arizona ("Subrecipient").

RECITALS

- A. 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.
- B. County applied for and received Community Development Block Grant ("CDBG") funds in the amount of \$2,592,446.00 from the U.S. Department of Housing and Urban Development ("HUD"), under Title I of the Housing and Community Development Act of 1974, as amended (Public Law 93-383).
- C. Under solicitation number CDNC-12-18-14-ESG-CDBG ("the Community Planning Application"), County sought proposals for programs and activities that would qualify for CDBG funding during Federal Fiscal Year 2015-2016.
- D. Subrecipient submitted a response to the Community Planning Application.
- E. 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.

- F. On May 5, 2015, the Pima County Board of Supervisors authorized inclusion of Subrecipient's proposal for use of CDBG funds for in the 2015-2016 Annual Action Plan that County submitted to HUD.
- G. On May 5, 2015, the Pima County Board of Supervisors passed Resolution No. 2015-20 approving an allocation of CDBG funds for Subrecipient's activity.
- H. CDBG funds in the amount of **\$10,000.00** have been allocated to Subrecipient to purchase an enclosed trailer to transport backup equipment, mobile command center supplies, materials and tools and other needed equipment, props and materials to emergency responses and community events for live fire and safety trainings.

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

1.0 TERM AND EXTENSIONS

- 1.1 This Agreement, as awarded by County, will commence on April 19, 2016 and will terminate on March 31, 2017, unless sooner terminated or further extended pursuant to the provisions of this Agreement. County will have the option to renew this Agreement for up to one (1) 12-month period or any portion thereof.
- 1.2 Except as set forth in Paragraph 1.4 below, any modification or extension of the contract termination date must be by formal written amendment executed by the parties hereto.
- 1.3 Any amendments to the Agreement must be approved by the County before any services under the amendment commences.
- 1.4 Minor modifications may be made by written memorandum approved and signed by the Director of the Pima County Community Development and Neighborhood Conservation Department or designee. Minor modifications are changes in the scope or budget, which do not change the specified purpose, outcomes or the total compensation provided through this Agreement and do not in any way increase the direct or indirect liability of the County under this Agreement.
- 1.5 Notwithstanding paragraph 1.1 above, the terms of this Agreement will survive and remain in effect during any period that Subrecipient has control over CDBG funds, including program income.

2.0 SCOPE OF SERVICES

- 2.1 Subrecipient will:
 - 2.1.1 Provide the County with the services described in the attached **Exhibit A**.
 - 2.1.2 Employ suitably trained and skilled personnel to perform all services under this Agreement.
 - 2.1.3 Perform its duties in a humane and respectful manner and in accordance with any applicable professional standards. Subrecipient must obtain and maintain all applicable licenses, permits and authority required for its performance under this Agreement.
 - 2.1.4 Unless otherwise provided for herein, the personnel delivering Agreement services will:
 - 2.1.4.1 Be employees or volunteers of the Subrecipient;
 - 2.1.4.2 Satisfy any qualifications set forth in this Agreement; and
 - 2.1.4.3 Be covered by personnel policies and practices of Subrecipient.
 - 2.1.5 Obtain and maintain all required licenses, permits and authority required for performance under this Agreement.

- 2.1.6 Maintain an accounting manual that describes its financial procedures in sufficient detail to ensure that its financial practices are easily understood.
- 2.1.7 Undertake the same obligations to the COUNTY, as the COUNTY does to HUD pursuant to the 2015 - 2016 Annual Action Plan and assurances. AWARDEE will hold COUNTY harmless against any injury that COUNTY may suffer with respect to HUD on account of any failure on the part of AWARDEE to fulfill obligations to HUD.

2.2 Confidentiality. Subrecipient:

- 2.2.1 Understands that client and applicant files and information collected pursuant to the terms of this Agreement are private and the use or disclosure of such information, when not directly connected with the administration of County's or Subrecipient's responsibilities with respect to services provided under this Agreement is prohibited, unless written consent is obtained from the individual or, in the case of a minor, from the responsible parent or guardian.
 - 2.2.2 Will provide access to these files only to persons properly authorized.
 - 2.2.3 Will observe and abide by all applicable State and Federal statutes and regulations regarding use or disclosure of information including, but not limited to, information concerning applicants for and recipients of contract services.
- 2.3 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 whose job duties include securing business.
- 2.4 No program funded under this Agreement may impair existing contracts for services or collective bargaining agreements or be inconsistent with the terms of a collective bargaining agreement without the written concurrence of the labor organization and employer concerned.

3.0 MONITORING AND EVALUATION

- 3.1 County will monitor all 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:
- 3.1.1 Making adequate and acceptable progress in the provision of services;
 - 3.1.2 Maintaining adequate and acceptable systems to document services and expenditures; and
 - 3.1.3 Using the funds provided pursuant to this Agreement effectively and efficiently to accomplish the purposes for which funds were made available.
- 3.2 For monitoring and evaluation, Subrecipient must provide source documentation for payroll which may include, but is not limited to:
- 3.2.1 Employment letters;
 - 3.2.2 Authorization for rates of pay, benefits, and withholding;
 - 3.2.3 Minutes from Board of Directors' meetings establishing salary schedules and benefit packages;
 - 3.2.4 Copies of written policies;
 - 3.2.5 W-4 forms and associated time and attendance records;
 - 3.2.6 Employee certifications of time spent:

- 3.2.6.1 If an employee of Subrecipient works solely on the services being funded by CDBG, the employee and the employee's supervisor must sign a statement every six months certifying that the employee worked only on the CDBG-funded services.
- 3.2.6.2 If an employee's time is split between the services being funded by CDBG and non-CDBG services and funding sources, Subrecipient must have time distribution records supporting the allocation of charges among the various funding sources.

- 3.3 Subrecipient must cooperate in the monitoring and evaluation process by County and/or HUD.
- 3.4 Subrecipient must assist County in providing reports and documentation related to Subrecipient's performance and, where applicable, the impact of the CDBG-funded activities on the community, to HUD.
- 3.5 If monitoring and evaluation finds that Subrecipient's performance is substandard, 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 or terminated.
- 3.6 To the greatest extent permissible by law, County, and any authorized federal, state or local agency, including, but not limited to, the U.S. Department of Housing and Urban Development, and the Comptroller of the United States 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 performance and Subrecipient's compliance with this Agreement.

4.0 COMPENSATION AND PAYMENT

- 4.1 In consideration for services specified in **Exhibit A** of this Agreement, Subrecipient agrees to utilize CDBG funds **up to \$10,000.00** ("the Maximum Allocated Amount") for the purchase of an enclosed trailer for Subrecipient's use in fulfilling its official mission.
- 4.2 Only the CDBG funds County has received from the U.S. Department of Housing and Urban Development ("the awarding agency") will be used.
- 4.3 Use 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.
- 4.4 **Pursuant to the agreement between HUD and County (Pima County Contract No. B-15-UC-04-0502) and the Pima County Board of Supervisor's approval of this allocation of CDBG funds to Subrecipient on July 1, 2015, Subrecipient may be reimbursed for eligible costs associated with activities under this Agreement from and after April 1, 2016.**
- 4.5 Subrecipient must submit monthly request for reimbursement as follows:

Month Expense Incurred	Due date for Request for Reimbursement
January through April & July through December	30 calendar days from end of month
May	June 15
June	July 7

- 4.6 Requests for reimbursement must:
 - 4.6.1 Reference this contract number.
 - 4.6.2 Be approved and signed by an authorized representative of the Subrecipient.

- 4.6.3 Be for services and costs as identified in **Exhibit A**.
- 4.6.4 Be accompanied by documentation which must include, but is not limited to:
- 4.6.4.1 A summary report of monthly expenditures by expense categories as shown in approved budget in **Exhibit A** of this Agreement.
 - 4.6.4.2 Copies of invoices and checks (front and back) to support all purchases of goods or services.
 - 4.6.4.3 If reimbursement is authorized for travel, detailed travel reports to support all travel expenses.
 - 4.6.4.4 If reimbursement is authorized for personnel costs, time sheets or other records that specify the hours worked on the grant(s) and the total hours worked in the pay period. Time sheets must show the days and hours worked and should be signed by the employee and authorizing supervisor.
 - 4.6.4.5 Fringe benefit calculations at the rate as shown in the approved budget in **Exhibit A**.
 - 4.6.4.6 Any other documentation requested by County.
- 4.6.5 Be accompanied by the Financial Status Report and Request for Funds attached hereto as **Exhibit B**.
- 4.7 If Subrecipient is required to provide matching funds under the terms of the awarding agency, Subrecipient must also provide the documentation described in Paragraph 4.6 for the matching funds.
- 4.8 **Subrecipient must utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.** Subrecipient may not bill the County for costs which are paid by another source. Subrecipient must notify County within ten (10) days of receipt of alternative funding for costs which would otherwise be subject to payment pursuant to this Agreement.
- 4.9 If each request for payment includes adequate and accurate documentation, County will generally pay Subrecipient within thirty (30) days from the date invoice is received. Subrecipient should budget cash needs accordingly.
- 4.10 County may, at its sole discretion:
- 4.10.1 Determine the acceptability and progress of work performed and determine the resulting entitlement to payment of each request for reimbursement.
 - 4.10.2 Liquidate funds available under this Agreement for costs incurred by County on behalf of Subrecipient.
 - 4.10.3 **Deny full payment** for requests for reimbursement that are submitted to County after the date set forth in Paragraph 4.5. County may deduct its processing costs or delay-related damages in connection with a request for payment submitted after that date.
 - 4.10.4 **Deny payment** for any request for reimbursement received after the following dates:

Month Expense Incurred	Date Request for Reimbursement is submitted
January through March July and August October through December	More than 60 days after the end of the month in which the expense was incurred
April and May	June 21
June	July 15
September	October 31

If payment is made on such a delinquent request, County will deduct its processing costs or delay-related damages.

- 4.11 Pursuant to A.R.S. § 11-622, COUNTY will deny reimbursement completely for requests for payment made later than six months after the last item of the account accrues.
- 4.12 **REQUEST FOR FINAL PAYMENT** for compensation earned and/or eligible costs incurred will be submitted to the County within **15 working days after the end of the contract term**. The request must meet the requirements set forth in Paragraph 4.6 and include a report summarizing Subrecipient's performance during the term of the Agreement.
- 4.13 **No payments will be made to Subrecipient, until all of the following conditions are met:**
 - 4.13.1 Subrecipient has completed and submitted a W-9 Taxpayer Identification Number form;
 - 4.13.2 Subrecipient has registered as a Pima County Vendor at the following web address -- <https://secure.pima.gov/procurement/vramp/login.aspx>;
 - 4.13.3 This Agreement is fully executed; and
 - 4.13.4 Adequate and accurate documentation is provided with each request for payment or invoice.
- 4.14 Subrecipient will report to County:
 - 4.14.1 Accrued expenditures;
 - 4.14.2 Program income, as defined by the awarding agency; and
 - 4.14.3 All other fiscal resources applied to expenses incurred in providing services under this Agreement.
- 4.15 Changes between budget line items may only be made as follows:
 - 4.15.1 Changes of LESS than 10% of the total budget amount may be granted by and at the sole discretion of the Director of Community Development and Neighborhood Conservation or designee. Subrecipient must submit a written request and show that any proposed increase is offset by a decrease of equal value to the remaining line items. No increase to the total operating budget will be allowed. **The change will not be effective, nor will compensation under the change be provided, until the date set forth in the written approval of the Director or designee.**
 - 4.15.2 Changes of MORE than 10% of the total budget will require a contract amendment. **The change will not be effective, nor will compensation under the change be provided, until the contract amendment is fully executed by both parties.**
- 4.16 Disallowed Charges or Cost principles will be as follows:
 - 4.16.1 The cost principle set forth in the Code of Federal Regulations (CFR), Title 48, Chapter 1, Part 31.201-6, (October 1, 1991), as modified by amendments and additions, on file with the Secretary of State and incorporated herein by reference, will be used to determine whether reimbursement of an incurred cost will be allowed under this Agreement. Those costs which are specifically defined as unallowable therein cannot be submitted for reimbursement by the Subrecipient and will not be reimbursed with Department funds.
 - 4.16.2 **Subrecipient must reimburse County for improper, unallowable or unsubstantiated costs discovered as a result of audit or otherwise within thirty (30) days following demand for reimbursement by County.**

- 4.17 For the period of record retention required under Section 20.0 -- Books and Records, County reserves the right to question any payment made under this Section 20.0 and to require reimbursement by setoff or otherwise for payments determined to be improper or contrary to the Agreement or law.

5.0 PROGRAM INCOME

- 5.1 County does not anticipate that Subrecipient will generate program income, as defined by the awarding agency, will be generated under the activities of this Agreement.
- 5.2 In the event that activities under this Agreement do generate program income or program income is authorized, Subrecipient must:
- 5.2.1 Report to County all program income, as defined at 24 CFR 570.500(a), generated and received as a result of activities carried out with the CDBG-funds provided pursuant to this Agreement. These reports are due quarterly.
- 5.2.2 Return program income to County within 15 days of the end of each month, unless otherwise specified in **Exhibit A**.

6.0 INSURANCE

- 6.1 Pima County in no way warrants that the minimum limits contained herein are sufficient to protect the Subrecipient from liabilities that might arise out of the performance of the work under this Agreement by the Subrecipient, its agents, representatives, employees or subcontractors, and Subrecipient is free to purchase additional insurance.
- 6.2 Minimum Scope and Limits of Insurance: Subrecipient must have coverage with limits of liability not less than those stated below.
- 6.2.1 Commercial General Liability – Occurrence Form
- 6.2.1.1 Policy must include bodily injury, property damage, personal injury and broad form contractual liability.
- | | |
|--|----------------|
| General Aggregate | \$2,000,000.00 |
| Products – Completed Operations Aggregate | \$1,000,000.00 |
| Personal and Advertising Injury | \$1,000,000.00 |
| Blanket Contractual Liability – Written and Oral | \$1,000,000.00 |
| Fire Legal Liability | \$ 50,000.00 |
| Each Occurrence | \$1,000,000.00 |
- 6.2.1.2 Policy must be endorsed to **include coverage for sexual abuse and molestation**.
- 6.2.1.3 Policy must be endorsed to include the following additional insured language: **“Pima County is named an additional insured with respect to liability arising out of the activities performed by or on behalf of the Primary Insured”**.
- 6.2.1.4 Policy must contain a waiver of subrogation against Pima County, its departments, agencies, boards, commissions, and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Subrecipient.
- 6.2.2 Automobile Liability: Policy must include bodily Injury and property damage for any owned, hired, and/or non-owned vehicles used in the performance of this Agreement.
- 6.2.2.1 Combined Single Limit (CSL) \$1,000,000.00
- 6.2.2.2 Policy must be endorsed to include the following additional insured language: **“Pima County is named an additional insured with respect to liability arising out of the activities performed by or on behalf of the**

Subrecipient, involving automobiles owned, leased, hired or borrowed by the Subrecipient".

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

6.2.3 Worker's Compensation and Employers' Liability

- 6.2.3.1 Workers' Compensation Amount required by statute

6.2.3.2 Employers' Liability:

Each Accident	\$ 500,000.00
Disease – Each Employee	\$ 500,000.00
Disease – Policy Limit	\$1,000,000.00

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

- 6.2.3.4 This requirement will not apply to: Separately, EACH contractor or subcontractor exempt under A.R.S. 23-901, AND when such contractor or subcontractor executes the appropriate waiver (Sole Proprietor/Independent Contractor) form.

6.3 Additional Insurance Requirements: The policies must contain, or be endorsed to contain, the following provisions:

- 6.3.1 Pima County, wherever additional insured status is required, will be covered to the full limits of liability purchased by Subrecipient, even if those limits of liability are in excess of those required by this Agreement.
- 6.3.2 Subrecipient's insurance coverage will be primary insurance and non-contributory with respect to all other available sources.
- 6.3.3 Coverage provided by the Subrecipient will not be limited to the liability assumed under the indemnification provisions of this Agreement.
- 6.3.4 The Project Name/Agreement Number and project description must be noted on the Certificate of Insurance.
- 6.3.5 All Certificates of Insurance are to be received and approved by Pima County before work commences.

- 6.4 **Notice of Cancellation:** Each insurance policy required by the insurance provisions of this Agreement must provide the required coverage and must not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days prior written notice has been given to Pima County. Such notice must be sent directly to the **Department Director, Community Development and Neighborhood Conservation, 2797 E. Ajo Way, Tucson, AZ 85713** by certified mail, return receipt requested.

- 6.5 **Acceptability of Insurers:** Insurance is to be placed with duly licensed or approved non-admitted insurers in the state of Arizona with an "A.M. Best" rating of not less than A- VII. The State of Arizona and County in no way warrant that the above-required minimum insurer rating is sufficient to protect the Subrecipient from potential insurer insolvency.

- 6.6 **Approval and Modifications:** Pima County Risk Management reserves the right to review or make modifications to the insurance limits, required coverages, or endorsements throughout the life of this contract, as deemed necessary. Such action will not require a formal Agreement amendment but may be made by administrative action.

7.0 INDEMNIFICATION

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

8.0 COMPLIANCE WITH LAWS

- 8.1 Subrecipient will comply with all federal, state, and local laws, rules, regulations, standards and Executive Orders, without limitation to those designated within this Agreement. The laws and regulations of the State of Arizona will govern the rights of the parties, the performance of this Agreement, and any disputes hereunder. Any action relating to this Agreement must be brought in a court of the State of Arizona in Pima County. Any changes in the governing laws, rules, and regulations during the terms of this Agreement will apply, but do not require an amendment.
- 8.2 Subrecipient will comply with the requirements of 24 CFR 570, including subpart K of these regulations, except the Subrecipient does not assume:
 - 8.2.1 County's environmental responsibilities described in 24 CFR 570.604; and
 - 8.2.2 County's responsibility for initiating the review process under the provisions of 24 CFR Part 52.
- 8.3 Subrecipient warrants that CDBG funds provided or personnel employed in the administration of the program funded under this Agreement will not be used for:
 - 8.3.1 Political activities;
 - 8.3.2 Inherently religious activities;
 - 8.3.3 Lobbying;
 - 8.3.4 Political patronage; or
 - 8.3.5 Nepotism activities.
- 8.4 Subrecipient will comply with the applicable provisions of:
 - 8.4.1 Davis-Bacon Act (Public Law 107-217), as amended;
 - 8.4.2 Contract Work Hours and Safety Standards Act (40 USC 327 *et seq.*);
 - 8.4.3 Copeland Anti-Kick Back Act (18 USC 874 *et seq.*);
 - 8.4.4 Section 3 of the HUD Act of 1968 as amended; and
 - 8.4.5 All rules and regulations applicable to the Acts set forth above.
- 8.5 Subrecipient will fully cooperate with County, HUD and any other federal agency in the review and determination of compliance with the above provisions.

9.0 INDEPENDENT CONTRACTOR

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

10.0 SUBCONTRACTORS

- 10.1 Except as provided in paragraph 10.2, Subrecipient will not enter into any subcontracts for any services to be performed under this Agreement without County's prior written approval of the subcontract. Subrecipient must follow all applicable Federal, State, and County rules and regulations for obtaining subcontractor services.
- 10.2 Prior written approval is not required for the purchase of supplies that are necessary and incidental to Subrecipient's performance under this Agreement.
- 10.3 Subrecipient will be fully responsible for all acts and omissions of any subcontractor and of persons directly or indirectly employed by any subcontractor and of persons for whose acts, any of them, may be liable to the same extent that the Subrecipient is responsible for the acts and omissions of persons directly employed by it. Nothing in this contract will create any obligation on the part of County to pay or see to the payment of any money due any subcontractor, except as may be required by law.
- 10.4 Subrecipient must include the provision set forth in paragraph 3.6 in all contracts between Subrecipient and its subcontractors providing goods or services pursuant to this Agreement. Subrecipient will be responsible for subcontractors' compliance with that provision and for any disallowances or withholding of reimbursements resulting from noncompliance of said subcontractors with the provision.

11.0 ASSIGNMENT

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

12.0 NON-DISCRIMINATION

- 12.1 Subrecipient agrees to comply with all provisions and requirements of Arizona Executive Order 2009-09 including flow down of all provisions and requirements to any subcontractors.
- 12.2 During the performance of this contract, 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.

13.0 AMERICANS WITH DISABILITIES ACT

Subrecipient will comply with all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, including 28 CFR Parts 35 and 36. If Subrecipient is carrying out a government program or services on behalf of County, then Subrecipient will maintain accessibility to the program to the same extent and degree that would be required by the County under 28 CFR Sections 35.130, 35.133, 35.149 through 35.151, 35.160, 35.161 and 35.163. Failure to do so could result in the termination of this Agreement.

14.0 AUTHORITY TO CONTRACT

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

15.0 FULL AND COMPLETE PERFORMANCE

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

16.0 CANCELLATION FOR CONFLICT OF INTEREST

- 16.1 This Agreement is subject to cancellation for conflict of interest pursuant to ARS § 38-511, the pertinent provisions of which are incorporated into this Agreement by reference.
- 16.2 Subrecipient agrees to comply with all applicable conflict of interest provisions contained in Federal laws and regulations that govern the awarding agency including 24 CFR 84.42 and 570.611.

17.0 TERMINATION AND SUSPENSION

- 17.1 Termination for Convenience: County reserves the right to terminate this Agreement at any time and without cause by serving upon Subrecipient thirty (30) days advance written notice of such intent to terminate. In the event of such termination, the County's only obligation to Subrecipient will be payment for services rendered prior to the date of termination.
- 17.2 Insufficient Funds: Notwithstanding Paragraph 17.1 above, if any state or federal grant monies used to pay for performance under this Agreement are reduced or withdrawn, County will have the right to either reduce the services to be provided and the total dollar amount payable under this Agreement or terminate the Agreement. To the extent possible, County will endeavor to provide fifteen (15) days written notice of such reduction or termination. In the event of a reduction in the amount payable, County will not be liable to Subrecipient for more than the reduced amount. In the event of a termination under this paragraph, County's only obligation to Subrecipient will be payment for services rendered prior to the date of termination to the extent that grant funds are available.
- 17.3 Termination for Cause: This Agreement may be terminated at any time without advance notice and without further obligation by the County when the Subrecipient is found by County to be in default of any provision of this Agreement.
- 17.4 Non-Appropriation: Notwithstanding any other provision in this Agreement, this Agreement may be terminated if for any reason, there are not sufficient appropriated and available monies for the purpose of maintaining County or other public entity obligations under this Agreement. In the event of such termination, County will have no further obligation to Subrecipient, other than for services rendered prior to termination.
- 17.5 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 forty-five (45) days, whichever is

sooner, Subrecipient will be notified in writing that the contract will be immediately terminated or that performance may be resumed.

18.0 NOTICE

- 18.1 Subrecipient must give written notice of any change of corporate or entity status as promptly as possible and, in any event, within fifteen (15) days after the change is effective. A change in corporate or entity status includes, but is not limited to, change from unincorporated to incorporated status and vice versa and any suspension or termination of corporate status based on failure to comply with all applicable federal, state, and local reporting requirements.
- 18.2 Any notice required or permitted to be given under this Agreement must be in writing and must be served by delivery or by certified mail upon the other party as follows:

County:

Margaret Kish, Director
Pima County Community Development and
Neighborhood Conservation
2797 E. Ajo Way
Tucson, AZ 85713

Subrecipient:

Chief John Williams
Three Points Fire District
14055 W. Hunt Road
Tucson, AZ 85736

19.0 OTHER DOCUMENTS

- 19.1 In entering into this Agreement, Subrecipient and County have relied upon information provided in Subrecipient's proposal submitted in response to Pima County Solicitation identified in the recitals of this Agreement ("the Community Planning Application") including the Instructions to Bidders, Standard Terms and Conditions, Specific Terms and Conditions, Solicitation Addenda, Subrecipient's Proposal, other information and documents submitted by the Subrecipient in its response to said Solicitation.
- 19.2 The documents set forth in Paragraph 19.1 are hereby incorporated into and made a part of this Agreement as if set forth in full herein, to the extent not inconsistent with the provisions of this Agreement, including all exhibits. Subrecipient will promptly bring any provisions which Subrecipient believes are inconsistent to County's attention, and County will provide Subrecipient with its interpretation of the provisions in question. In the event of an irreconcilable inconsistency, the provisions of the awarding agency documents will govern over the conditions of this Agreement, unless otherwise required by law.

20.0 BOOKS AND RECORDS

- 20.1 Subrecipient will keep and maintain all records specified in 24 CFR 570.506 which are pertinent to the activities funded under this Agreement. All such records will be open for inspection and audit by duly authorized representatives of County during normal business hours. Records include, but are not limited to:
- 20.1.1 A full description of each action or activity taken to comply with this Agreement;
 - 20.1.2 Demonstration that the actions and activities meet one or more of the National Objectives of the CDBG program;
 - 20.1.3 Eligibility documentation and determination;
 - 20.1.4 Documentation of compliance with the fair housing and equal opportunity components of the CDBG program;

- 20.1.5 Disbursements of funds;
 - 20.1.6 Financial records required under 24 CFR 570.502 and 24 CFR 84.21 – 28; and
 - 20.1.7 Documentation of compliance with Subpart K of 24 CFR Part 570.
- 20.2 Subrecipient must retain all records pertaining to this Agreement for four (4) years after County submits the annual performance and evaluation report to HUD in which the CDBG-funded activities under this Agreement are reported on for the final time or until completion of any action and resolution of all issues which arise from any related litigation, claim, negotiations, audit or other action involving the records that was started before the expiration of the 4-year period, whichever is later.

21.0 AUDIT REQUIREMENTS

21.1 Subrecipient will:

- 21.1.1 Comply with the applicable provisions of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards (2 CFR Parts 200 and 2400).
- 21.1.2 **Establish and maintain a separate, identifiable accounting of all funds provided by County under this Agreement.** The accounting must record all expenditures which are used to support invoices and requests for payment from the County.
- 21.1.3 Establish and maintain accounting records which identify the source and application of any funds not provided under this Agreement used to support these Agreement activities.
- 21.1.4 Ensure that all accounting records meet the requirements of the Federal, State, County, and generally accepted accounting principles laws and regulations.
- 21.1.5 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.
- 21.1.6 Assure 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 21.0, unless a different time is specified by County. The audit submitted must include Subrecipient responses, if any, concerning any audit findings.
- 21.1.7 Pay all costs for any audit required or requested pursuant to this Section 21.0, unless the cost is allowable for payment with the grant funds provided pursuant to this Agreement under the appropriate federal or state grant law and the cost was specifically included in the Subrecipient grant budget approved by County.

21.2 Subrecipient status:

- 21.2.1 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."
- 21.2.2 If Subrecipient meets or exceeds the single audit threshold set forth in 2 C.F.R. Part 200, Subrecipient will comply with federal single audit requirements and, upon request from County, provide County with a copy of the required audit document within ninety (90) days following the end of Subrecipient's fiscal year.

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

Denise Sauer, Contract Specialist
Pima County Community Development and Neighborhood Conservation
2797 E. Ajo Way
Tucson, AZ 85713

22.0 COPYRIGHT

Neither, Subrecipient nor its officers, agents or employees will copyright any materials or products developed through contract services provided or contract expenditures made under this Agreement without prior written approval by the County. Upon approval, the County will have a non-exclusive and irrevocable license to reproduce, publish or otherwise use or authorize the use of any copyrighted material.

23.0 PROPERTY OF THE COUNTY

- 23.1 Subrecipient is not the agent of County for any purpose and will not purchase any materials, equipment or supplies on the credit of County.
- 23.2 Any materials, including reports, computer programs and other deliverables, created under this Agreement are the sole property of County. Subrecipient is not entitled to a patent or copyright on those materials and may not transfer the patent or copyright to anyone else. Subrecipient will not use or release these materials without the prior written consent of County.

24.0 DISPOSAL OF PROPERTY

Termination of this Agreement will not relieve any party from liabilities or costs already incurred under this Agreement, nor affect any ownership of property pursuant to this Agreement.

25.0 COORDINATION

On matters relating to the administration of this Agreement, County will be Subrecipient's contact with all Federal, State and local agencies that provide funding for this Agreement.

26.0 PUBLIC INFORMATION

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

27.0 ELIGIBILITY FOR PUBLIC BENEFITS

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

28.0 LEGAL ARIZONA WORKERS ACT COMPLIANCE

- 28.1 Subrecipient hereby warrants that it will at all times during the term of this Agreement comply with all federal immigration laws applicable to Subrecipient's 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 contract likewise complies with the State and Federal Immigration Laws.
- 28.2 County will have 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.
- 28.3 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, will be deemed to be 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, (subject to County approval if Minority and Women Business E preferences apply) as soon as possible so as not to delay project completion.
- 28.4 Subrecipient will advise each subcontractor of County's rights, and the Subcontractor's obligations, under this Article (or Section?) by including a provision in each subcontract substantially in the following form:
- "Subcontractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Subcontractor's employees, and with the requirements of A.R.S. § 23-214 (A). Subcontractor further agrees that County may inspect the Subcontractor's books and records to insure that Subcontractor is in compliance with these requirements. Any breach of this paragraph by Subcontractor will be deemed to be a material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract."
- 28.5 Any additional costs attributable directly or indirectly to remedial action under this Section will be the responsibility of Subrecipient. In the event that remedial action under this Article (or Section?) results in delay to one or more tasks on the critical path of Subrecipient's approved construction or critical milestones schedule, such period of delay will be deemed excusable delay for which Subrecipient will be entitled to an extension of time, but not costs.

29.0 REMEDIES

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

30.0 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.

31.0 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.

32.0 ENTIRE AGREEMENT

32.1 This document constitutes the entire agreement between the parties pertaining to the subject matter hereof.

32.2 No verbal agreements or conversations with any officer, agent or employee of County prior to or after the execution of this Agreement will affect or modify any of the terms or obligations contained in any documents comprising this Agreement. Any such verbal agreement will be considered as unofficial information and in no way binding upon County and all prior or contemporaneous agreements and understandings, oral or written, are hereby superseded and merged herein.

32.3 This Agreement may be modified, amended, altered or extended only by a written amendment signed by the parties.

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

PIMA COUNTY

SUBRECIPIENT

Chair, Board of Supervisors

Signature

Date: _____

Printed name and title

ATTEST

Date: 3/22/2016

Clerk of the Board

Date: _____

APPROVED AS TO CONTENT:

Director, Community Development
and Neighborhood Conservation

APPROVED AS TO FORM:

Karen S. Friar, Deputy County Attorney

SCOPE OF WORK**1. Project Title and Locations:**

Purchase of one fully enclosed trailer ("the Project") for the transportation of needed supplementary equipment and supplies on emergency responses and for community events about fire safety. The Project will be owned and operated by the Subrecipient and housed at Subrecipient's facility located at 14055 W. Hunt Road, Tucson, AZ 85736 ("the Facility").

2. Project Purpose:

Purchase one enclosed trailer, approximately 8.5 feet wide by 20 feet long. The trailer will be used to:

- 2.1. Transport integral supplementary equipment and supplies to the site of emergency responses;
- 2.2. Ensure that sufficient equipment is available on lengthy incidents for safe and timely mission completion; and
- 2.3. Transport equipment, props and other needed materials to community events to demonstrate fire suppression and fire safety techniques.

3. Project Activities:

3.1. Subrecipient will procure, by competitive bidding, a fully enclosed trailer with, at a minimum, the following features for fire safety and rescue services:

- 3.1.1. Length: 20 feet;
- 3.1.2. Width: 102" (8.5 feet);
- 3.1.3. Height: 100";
- 3.1.4. Hitch size 2 and 5/16 inches with safety chains;
- 3.1.5. Electric brakes;
- 3.1.6. Gross Vehicle Weight Rating 7,000 pounds;
- 3.1.7. Payload capacity 3,790 pounds;
- 3.1.8. Tire size ST205/75R15;
- 3.1.9. Wheels with E-COAT;
- 3.1.10. Dual axle with springs (3,500 pounds);
- 3.1.11. Tube framing;
- 3.1.12. 3/4" floors
- 3.1.13. 3/8" wall liner;
- 3.1.14. All light-emitting diode (LED) lights;
- 3.1.15. 2 dome LED lights;
- 3.1.16. Standard switches;
- 3.1.17. 2 side vents;
- 3.1.18. 24" stone guards;
- 3.1.19. 36" side door;

- 3.1.20. Double ramp rear door;
- 3.1.21. Standard sand pad;
- 3.1.22. 24" on-center cross members;
- 3.1.23. 16" on-center side posts;
- 3.1.24. 16" on-center roof bows;
- 3.1.25. EZ Lube;
- 3.1.26. Automotive undercoat;
- 3.1.27. Red color and fire district identification;
- 3.1.28. 7-way plug;
- 3.1.29. 2,000 pound tongue jack; and
- 3.1.30. 3-year warranty.
- 3.2. All bidding or competitive quote documents must be approved by the Community Development and Neighborhood Conservation Department (CDNC).
- 3.3. Subrecipient agrees to use CDBG funding set forth in this Grant Agreement, in accordance with the terms of the 2015-2016 Annual Action Plan ("the Plan") to purchase one fully enclosed trailer to improve fire protection and emergency services in the Three Points/Robles Junction Community Development Target Area.
- 3.4. Subrecipient agrees to pay the selected supplier, retain copies of all receipts for payments made and submit invoice to County for the completed purchase.
- 3.5. Subrecipient will retain title to, operate and maintain the enclosed trailer in a manner which extends its useful life to the greatest extent possible to continue to use the trailer for the purposes set forth above to the Three Points/Robles Junction Community Development Target Area.
- 3.6. Subrecipient will undertake the same obligations to the County, as the County does to HUD pursuant to the 2015-2016 Annual Action Plan and assurances. Subrecipient will hold County harmless against any injury that County may suffer with respect to HUD on account of any failure on the part of Subrecipient to fulfill obligations to HUD.

4. Project goal/predicted outcomes:

- 4.1. Goal: To provide a more suitable living environment by improving and increasing the capability and quality of services of the fire district provided to the community through the Project and Facility.
- 4.2. Predicted outcomes: Improved access and continued availability of fire protection and emergency services to the residents of the Three Points/Robles Junction Community Development Target Area, in unincorporated Pima County, Arizona.

5. Public benefit – CDBG National Objective and Eligible Activity:

The trailer will meet the CDBG National Objective to provide fire and emergency services, public facility improvements, which benefit low-to-moderate income persons in the Three Points/Robles Junction Community Development Target Area.

6. Metrics available to measure performance:

The trailer will be frequently used to improve the fire protection and emergency services provided to the approximately 4,978 persons residing in the Three Points Fire District and surrounding areas reported by Subrecipient to HUD.

7. Reports:

7.1. Upon Completion of the Project, Subrecipient will provide the following reports:

7.1.1. Annual Project Report for HUD for fiscal year 2015. Report must include, but is not limited to, the following:

7.1.1.1. Community impact narrative; and

7.1.1.2. Demographic information regarding the individuals served.

7.2. All reporting provisions will survive the termination of this Agreement.

8. Budget:

Funded Activities	Budget
One (1) enclosed 8.5'x20' trailer	\$10,000.00
Total	\$10,000.00

END OF EXHIBIT

EXHIBIT B

PIMA COUNTY COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

FY2015-2016 CONTRACT NO:

**THREE POINTS FIRE DISTRICT
FIRE RESCUE TRAILER**

FINANCIAL STATUS REPORT AND REQUEST FOR FUNDS FOR THE MONTH OF

_____20_____

REQUEST # _____

Activity	Budgeted	Expenditures This Month	Cumulative Expenditures	Balance Available
One enclosed 8.5' x 20' Trailer	\$10,000.00			
Total Budget	\$10,000.00			

Funds requested this month \$_____. (this line must equal the **GRAND TOTAL** column for
"EXPENDITURES THIS MONTH")

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

APPROVED BY

PREPARED BY

TITLE

TITLE PHONE NUMBER

DATE

DATE