



BOARD OF SUPERVISORS AGENDA ITEM REPORT
CONTRACTS / AWARDS / GRANTS

Requested Board Meeting Date: 6/6/2017
or Procurement Director Award

Contractor/Vendor Name: The Primavera Foundation, Inc. (Primavera)
(DBA):

Project Title/Description:
Greyhound Family Shelter Unit Rehab
Location is confidential by law to protect client confidentiality

Purpose:
Primavera is a subrecipient of U.S. Department of Housing and Urban Development (HUD), Community Development Block Grant (CDBG), "Safe, Healthy and Green" set-aside funds to make energy efficient improvements at the Greyhound Family Shelter, a public facility that provides temporary housing and services to homeless families with children. Specifically, improvements primarily include accessibility and HVAC work such as widening doors; replacing substandard sidewalks and patios; and, installing high efficiency air conditioning systems in all shelter units. The "Safe, Healthy and Green" program is a joint public, private, non-profit collaborative with the City of Tucson, Pima County, Poster Frost Mirto, and Habitat for Humanity Tucson. In addition to funding energy efficient facility improvements, the program's purpose is to assist non-profit agencies with developing operations, maintenance, and capital planning policies and investment strategies for respective shelter or affordable housing facilities.

Procurement Method:
Pima County and the City of Tucson issued solicitation CDNC-HCDD-2-08-16-CDBG-SHG for the "Safe, Healthy and Green" program. Applications and standard due diligence risk assessments were conducted by both City and County staff prior to making recommendations for funding. In addition, County and HUD staff monitored homeless activities conducted at the Greyhound facility in 2016. In both assessments, there were "no findings or observed areas of concern."

Program Goals/Predicted Outcomes:
Goal: Create suitable, safe and healthy living environments for the residents of the Greyhound Family Shelter.

Predicted outcome: Shelter units will be more energy efficient, safe and healthy for the residents. Operating and maintenance costs will be reduced thereby providing more resources for housing and services for the homeless.

Public Benefit:
The Project will meet the CDBG National Objective by rehabilitating a public facility used to shelter and provide services to homeless families.

Metrics Available to Measure Performance:
At a minimum, 17 emergency shelter units will be rehabilitated for improved energy efficiency, operation and maintenance. Approximately 325 homeless individuals, including families with children, will benefit.

Retroactive:
Yes, six days to June 1, 2017 to coincide with the start of the month.

Original Information

Document Type: CT Department Code: CD Contract # (i.e., 15-123): 17000000000000000339
Effective Date: 6/1/2017 Termination Date: 5/31/2018 Prior Contract Number (Synergen/CMS):

Expense Amount: \$118,000.00 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
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.


To: COB - 5/19/17 (1) Ver. - 1 ygs. - 27

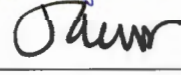
Amendment Information

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: Denise Sauer, Contract Specialist 4-2772/Josue Licea, Program Coordinator 4-6765

Department: Community Development & Neighborhood Conservation Telephone: 724-6765

Department Director Signature/Date:  MARGARET M. KIST

Deputy County Administrator Signature/Date:  5/17/2017

County Administrator Signature/Date:  5/18/17
(Required for Board Agenda/Addendum Items)

PIMA COUNTY COMMUNITY DEVELOPMENT AND NEIGHBORHOOD CONSERVATION DEPARTMENT

Program Name: Greyhound Family Shelter Unit Rehab
 Pima County Emergency/Transitional/Permanent Housing Repair
 A HUD CDBG Public Facilities Activity ("LMC")

Subrecipient: Primavera Foundation, Inc.
 151 W. 40th Street
 South Tucson, AZ 85713

DUNS No.: 148847700

Project Description: "Safe, Green and Healthy" energy efficient public facility improvements to the Greyhound Family Shelter which provides emergency shelter and services to homeless families.

Contract Term: June 1, 2017 through May 31, 2018

Amount: \$118,000.00

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

Federal Contract Nos. B-14-UC-04-0502 & B-15-UC-04-0502

Award Date: July 1, 2015

CONTRACT
 NO. CT-CD-17-339
 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)	FY14 1,948,870,000.00	\$2,498,848.00
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 the Primavera Foundation, Inc., a non-profit corporation doing business 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 \$2,498,848.00 for FY 14-15 and \$2,592,446.00 for FY 2015-16 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. On May 5, 2015 the Board approved the submission of the 2015-2016 Annual Action Plan to HUD, seeking to use CDBG funds for Emergency/Transitional/Permanent Housing Repair Programs.
- D. Pursuant to the 2015 - 2016 Annual Action Plan, County partnered with the City of Tucson to issue a request for proposals under solicitation number CDNC-HCDD-2-08-16-CDBG-SHG for the "Safe, Healthy and Green," Emergency/Transitional/Permanent Housing Repair Program ("the RFP").
- E. County has determined that the services or activities proposed in Subrecipient's response to the RFP are eligible for CDBG funding and in the best interests of the residents of Pima County.
- F. CDBG Fiscal Year 2015-2016 funds in the amount of \$100,000.00 are being provided for the activities set forth in this Agreement.
- G. CDBG Fiscal Year 2014-2015 funds previously awarded to other agencies were not fully expended and were recaptured. Other CDBG projects were cancelled and those funds are also available for redistribution.
- H. County finds it appropriate to utilize a portion of the CDBG FY 2014-2015 funds to reimburse Subrecipient for the installation of concrete patios and sidewalks at the Greyhound Family Shelter Unit completed after the expiration of a previous CDBG agreement and prior to the effective date of this Agreement. This is an appropriate and eligible use of recaptured CDBG funds.
- I. CDBG funds in the amount of **\$118,000.00** have been allocated to Subrecipient for "Safe, Healthy and Green" energy-efficient facility improvements.

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

1.0 TERM, EXTENSIONS AND AMENDMENTS

- 1.1 Original Term. This Agreement will commence on June 1, 2017 and will terminate on May 31, 2018 (the "Initial Term"). "Term," when used in this Agreement, means the Initial Term plus any exercised Extension Options.
- 1.2 Extension Options. County may renew this Agreement for up to one (1) additional period of up to one (1) year (an "Extension Option"). An Extension Option will be effective only upon execution by the Parties of a formal written amendment.
- 1.3 This Agreement may be modified, amended, altered or extended only by a written amendment signed by the parties. 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, 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.
- 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 2014 – 2015 Annual Action Plan and 2015 – 2016 Annual Action Plans 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.

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 client and applicant 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 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.

- 3.1.4 Pursuant to 24 CFR Part 35, for projects on homes built prior to 1978, comply with regulations for disclosure and lead-safe work practices.
- 3.2 When CDBG funds are used to pay the costs of personnel, 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 to HUD related to Subrecipient's performance and, where applicable, the impact of the CDBG-funded activities on the community.
- 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 HUD 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, County agrees to pay Subrecipient up to **\$118,000.00** ("the Maximum Allocated Amount") from CDBG grants as follows:

CDBG Grant Year	Amount Allocated
2014-2015	\$118,000.00
2015-2016	\$0.00
Total	\$118,000.00

- 4.2 Payment will be made from the 2014-2015 and 2015-2016 CDBG Grants County has been awarded from the HUD ("the awarding agency").
- 4.3 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.

- 4.4 **Pursuant to the agreement between HUD and County (Pima County Contract Nos. B-14-UC-04-0502 and B-15-UC-04-0502) and the Pima County Board of Supervisor's approval of this allocation of CDBG funds to Subrecipient on May 6, 2014 and May 5, 2015, Subrecipient may be reimbursed for eligible costs associated with activities under this Agreement from and after January 1, 2017.**
- 4.5 Subrecipient **must submit a request for reimbursement every month**, even if no funds are being requested for the prior month. Requests for reimbursement are due as follows:

Contract Month	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 Each monthly Requests for reimbursement must:
- 4.6.1 Reference this contract number.
 - 4.6.2 Be approved and signed by the person(s) that prepared the request and an authorized manager, supervisor or executive of the Subrecipient to insure proper internal financial controls.
 - 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 a hardcopy, with original signatures, of 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	Denial date
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 that do not increase or decrease the total budget amount may be granted by and at the sole discretion of the Director of Community Development and Neighborhood

Conservation or designee, so long as the specified purpose, metrics, or outcomes are not affected by the change in the budget. 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 that increase or decrease the total budget amount 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 Subrecipient will procure and maintain at its own expense insurance policies (the "Required Insurance") satisfying the below requirements (the "Insurance Requirements") until all of its obligations under this Agreement have been met. The below Insurance Requirements are minimum requirements for this Agreement and in no way limit Subrecipient's indemnity obligations under this Agreement. The County in no way warrants that the required insurance is sufficient to protect the Subrecipient for liabilities that may arise from or relate to this Agreement. If necessary, Subrecipient may obtain commercial umbrella or excess insurance to satisfy the Insurance Requirements.

6.2 **Insurance Coverages and Limits:**

- 6.2.1 **Commercial General Liability (CGL):** Occurrence Form covering liability arising from premises, independent contractors, personal injury, bodily injury, broad form contractual liability and products-completed operations with minimum limits not less than \$2,000,000 Each Occurrence and \$2,000,000 General Aggregate or \$1000,000 Each Occurrence and \$3,000,000 Aggregate.
- 6.2.2 **Business Automobile Liability:** Coverage for 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.
- 6.2.3 **Workers' Compensation (WC) and Employers' Liability:**
- 6.2.3.1 Workers' Compensation with Employers Liability limits of \$1,000,000 each accident and \$1,000,000 each employee – disease. Workers' Compensation statutory coverage is compulsory for employers of one or more employees.
- 6.2.3.2 Note: The Workers' Compensation requirement does not apply if Subrecipient is exempt under A.R.S. § 23-901, and has executed the appropriate Pima County Sole Proprietor (Independent Contractor) Waiver form.

6.3 **Additional Insurance Requirements:**

- 6.3.1 **Insurer Financial Ratings:** 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.
- 6.3.2 **Additional Insured:** The General Liability policy must be endorsed to include Pima County and all its related special districts, elected officials, officers, agents, employees and volunteers (collectively "County and its Agents") as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Subrecipient. The full policy limits and scope of protection must apply to the County and its Agents as an additional insured, even if they exceed the Insurance Requirements.
- 6.3.3 **Waiver of Subrogation:** Commercial General Liability and Workers' Compensation coverages must each contain a waiver of subrogation in favor of County and its Agents for losses arising from work performed by or on behalf of the Subrecipient.
- 6.3.4 **Primary Insurance:** The Required Insurance policies, with respect to any claims related to this Agreement, must be primary and must treat any insurance carried by County as excess and not contributory insurance. The Required Insurance policies may not obligate the County to pay any portion of a Subrecipient's deductible or Self Insurance Retention (SIR).
- 6.3.5 **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.

6.4 **Verification of Coverage:**

- 6.4.1 Insurer or Broker of Subrecipient must evidence compliance with the Insurance Requirements by furnishing certificates of insurance executed by a duly authorized representative of each insurer. Each certificate must include:
- 6.4.1.1 The Pima County tracking number for this Agreement, which is shown on the first page of the Agreement, and a project description, in the body of the Certificate,

- 6.4.1.2 A notation of policy deductibles or SIRs relating to the specific policy, and
- 6.4.1.3 Certificates must specify that the appropriate policies are endorsed to include additional insured and subrogation waiver endorsements for the County and its Agents.
- 6.4.2 Each Required Insurance policy and appropriate endorsements must be in effect not less than 15 days prior to commencement of work under this Agreement. A renewal certificate must be provided to County not less than 15 days prior to the policy's expiration date to include actual copies of the additional insured and waiver of subrogation endorsements. Failure to maintain the Required Insurance, or to provide evidence of renewal, is a material breach of this Agreement.
- 6.4.3 County reserves the right to, at any time, require complete copies of any or all Required Insurance policies.
- 6.4.4 Cancellation Notice: Subrecipient's insurance policies and endorsements shall not be permitted to expire, be cancelled, suspended or materially changed from the agreed upon Insurance Requirements for any reason without thirty (30) days advance written notice to the County of the policy cancellation, suspension or material change. Subrecipient must provide written notice to County within 2 business days of receipt of notice. For cancellation of non-payment, Insurer is to provide County with written notice 10 days prior to cancellation of policy.
- 6.5 **Approval and Modifications:** The Pima County Risk Manager may approve a modification of the Insurance Requirements without the necessity of a formal contract amendment, but the approval must be in writing. Neither the County's failure to obtain a required insurance certificate or endorsement, the County's failure to object to a non-complying insurance certificate or endorsement, or the County's receipt of any other information from the Subrecipient, its insurance broker(s) and/or insurer(s), constitutes a waiver of any of the Insurance Requirements.

7.0 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.

8.0 LAWS AND REGULATIONS

- 8.1 **Compliance with Laws; Changes.** Subrecipient will comply with all federal, state, and local laws, rules, regulations, standards and Executive Orders, without limitation to those designated within this Agreement. 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 Licensing. Subrecipient warrants that it is appropriately licensed to provide the services under this Agreement and that its subcontractors will be appropriately licensed.
- 8.3 Choice of Law; Venue. 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.
- 8.4 Compliance with 24 CFR 570. Subrecipient will comply with the requirements of 24 CFR 570, including subpart K of these regulations, except the Subrecipient does not assume:
- 8.4.1 County's environmental responsibilities described in 24 CFR 570.604; and
 - 8.4.2 County's responsibility for initiating the review process under the provisions of 24 CFR Part 52.
- 8.5 Use of CDBG Funds. Subrecipient warrants that CDBG funds provided or personnel employed in the administration of the program funded under this Agreement will not be used for:
- 8.5.1 Political activities;
 - 8.5.2 Inherently religious activities;
 - 8.5.3 Lobbying;
 - 8.5.4 Political patronage; or
 - 8.5.5 Nepotism activities.
- 8.6 Compliance with Federal Law, Rules and Regulations. Subrecipient will comply with the applicable provisions of:
- 8.6.1 Davis-Bacon Act (Public Law 107-217), as amended;
 - 8.6.2 Contract Work Hours and Safety Standards Act (40 USC 327 *et seq.*);
 - 8.6.3 Copeland Anti-Kick Back Act (18 USC 874 *et seq.*);
 - 8.6.4 Section 3 of the HUD Act of 1968 as amended; and
 - 8.6.5 All rules and regulations applicable to the Acts set forth above.
- 8.7 Cooperation. 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

- 9.1 Subrecipient is an independent contractor. Neither Subrecipient nor any of Subrecipient's officers, agents, or employees will be considered an employee of Pima County or be entitled to receive any employment-related benefits, or assert any protections, under the Pima County Merit System.
- 9.2 Subrecipient is responsible for paying all federal, state and local taxes on the compensation by Subrecipient under 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.
- 9.3 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 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 Subrecipient is responsible for the acts and omissions 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.
- 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 cannot assign its rights or obligations under this Contract, in whole or in part, without County's prior written approval. County may withhold approval at its sole discretion.

12.0 NON-DISCRIMINATION

- 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.
- 12.2 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.

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, in one or more instances, upon the other party's full and complete performance under this Agreement, or to take any action based on the other party's failure to fully and completely perform, is not 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 is not 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 BY COUNTY

- 17.1 Without Cause: County may terminate this Agreement at any time, without cause, by serving a written notice upon Subrecipient at least thirty (30) days before the effective date of the termination. 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 With Cause: County may terminate this Agreement at any time without advance notice and without further obligation to County finds Subrecipient to be in default of any provision of this Agreement.
- 17.3 Insufficient Funds: Notwithstanding Paragraphs 17.1 and 17.2 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.
- 17.4 Non-Appropriation: Notwithstanding any other provision in this Agreement, County may terminate this Agreement 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 served by personal 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:

Peggy Hutchison, CEO
Primavera Foundation, Inc.
151 W. 40th Street
South Tucson, AZ 85713

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 will 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, 3rd Floor
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 ISRAEL BOYCOTT CERTIFICATION

Subrecipient hereby certifies that is not currently engaged in, and will not for the duration of this Agreement engage in, a boycott of Israel as defined by A.R.S. § 35-393.01. Violation of this certification by Subrecipient may result in action by the County up to and including termination of this Agreement.

27.0 PUBLIC RECORDS

- 27.1 Disclosure. Pursuant to Arizona Public Records law, 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 an 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.
- 27.2 Records Marked Confidential; Notice and Protective Order.
- 27.2.1 If Subrecipient reasonably believes that some of the records described in paragraph 24.1 above contain proprietary, trade-secret or otherwise-confidential information, Subrecipient must prominently mark those records "CONFIDENTIAL."
- 27.2.2 In the event that a public records request is submitted to County for records marked "CONFIDENTIAL," County will notify Subrecipient of the request as soon as reasonably possible.
- 27.2.3 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.

28.0 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.

29.0 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 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.

- 29.2 Books and 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 26, 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 26.0 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.”

30.0 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.

31.0 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.

32.0 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.

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33.0 ENTIRE AGREEMENT

33.1 This document constitutes the entire agreement between the parties pertaining to the subject matter it addresses, and supersedes all prior or contemporaneous agreements and understandings, oral or written.

33.2 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.

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

PIMA COUNTY

SUBRECIPIENT

Chair, Board of Supervisors

Peggy Hutchinson
Signature

Date: _____

Peggy Hutchinson, CEO
Printed name and title

ATTEST

Date: 4/19/17

Clerk of the Board

Date: _____

APPROVED AS TO CONTENT:

Margaret M. Kue 04/19/2017
Director, Community Development
and Neighborhood Conservation

APPROVED AS TO FORM:

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

EXHIBIT A
SCOPE OF WORK

1. Project Title and Locations: Greyhound Family Shelter Unit Rehab

Primary location:

Greyhound Family Shelter (“the Facility”) in South Tucson
Location is confidential by law to protect client confidentiality

2. Project Purpose:

Subrecipient will use CDBG “Safe, Healthy and Green” funds to make energy efficient improvements at the Facility (“the Project”), an emergency shelter that provides temporary housing and services to homeless families with children.

3. Project Activities: Subrecipient will:

3.1. Undertake the following tasks to complete this public facility improvement:

3.1.1. Procure and engage licensed architects, engineering services and contractors:

3.1.1.1. Competitively bid, selecting the lowest qualified bidder that meets the specifications for each trade required.

3.1.1.2. Procurement activities must comply with the Pima County Procurement Code and Federal Labor Standards, including Davis Bacon wage rates and reporting requirements, and any HUD or other federal regulations, such as Equal Employment Opportunity and Section 3.

3.1.1.3. All procurement documents in the bid packet must be approved by Pima County Community Development and Neighborhood Conservation Department (“CDNC”) before bids are solicited.

3.2. Prepare design plans and specifications to remodel and improve the Facility.

3.3. Submit plans and product specifications to Pima County for review and approval.

3.4. Obtain required state and local building permits.

3.5. Complete Facility improvements, including, but not limited to:

3.5.1. Replace or repair doors and hardware, including but not limited to:

3.5.1.1. Exterior Doors on each of the seventeen (17) units:

3.5.1.1.1. Remove existing exterior doors;

3.5.1.1.2. Widen doorframes from 32 inches to 36 inches to improve accessibility; and

3.5.1.1.3. Install new, energy efficient, exterior doors and associated hardware.

3.5.1.2. Additional door work:

3.5.1.2.1. Install new security doors, as necessary, and

3.5.1.2.2. Repair or replace interior doors, as necessary.

- 3.5.2. Improve kitchens and baths in each of the seventeen (17) units:, including, but not limited to:
 - 3.5.2.1. Install new kitchen cabinets and counter tops;
 - 3.5.2.2. Repair or replace shower stalls or bathtubs; and
 - 3.5.2.3. Replace all plumbing fixtures with water-efficient fixtures.
- 3.5.3. Upgrade Heating, cooling and electrical service for each of the seventeen (17) units, including but not limited to:
 - 3.5.3.1. Demolish existing evaporative coolers and old heaters and recycle the metals from each;
 - 3.5.3.2. Install high SEER, energy efficient, mini-split HVAC systems;
 - 3.5.3.3. Repair or replace existing ventilation vents and registers to ensure efficient operation of the new HVAC systems; and
 - 3.5.3.4. Replace electrical panels and wiring as needed to accommodate new HVAC units and kitchen and bath improvements.
- 3.6. In consideration for CDBG funds, Subrecipient will use the Facility to provide the following homeless services:
 - 3.6.1. Provide emergency shelter, case management and supportive services to help residents remain safe, overcome obstacles to obtaining and maintaining permanent housing, and create a healthy life.
 - 3.6.2. To determine needs and barriers to housing, at intake:
 - 3.6.2.1. Develop an individualized Housing and Service Plan, focusing on obtaining permanent, stable housing;
 - 3.6.2.2. Complete the Vulnerability Index and Service Prioritization Decision Assistance Tool (“VI-SPDAT”) to determine the criticality of the individual’s situation; and
 - 3.6.2.3. Enter required data into the Homeless Management Information System (“HMIS”) to ensure coordinated provision of services within the community.
 - 3.6.3. Help each individual enroll in mainstream benefits, which may be available (e.g. SSI, SSDI, food stamps, etc.)
 - 3.6.4. While in the shelter, meet with each individual every two weeks to review the individualized housing plan, housing options in the community and barriers to achieving housing stability.
 - 3.6.5. Follow-up monthly with each individual served, to determine whether housing is being maintained and goals established in the individualized housing plan are being met.
- 3.7. Secure additional funds as needed to complete the improvements from other sources.
- 3.8. Retain title to and operate the facility with programming to provide emergency shelter and homeless services as set forth in paragraph 3.6 above for a period of at least five (5) years following the completion of the improvements set forth above. This provision shall survive the termination of this Agreement. The following conditions apply to secure such performance:
 - 3.8.1. In the event, Subrecipient fails to adhere to this provision, Subrecipient shall be required to reimburse County for total amount of CDBG funds provided under this Grant Agreement, up to \$118,000.00.

3.8.2. Subrecipient shall execute the Deed of Trust contained in **Exhibit C** in the amount of \$118,000.00 secure performance under this Grant Agreement. The executed Deed of Trust is incorporated into and made a part of this Grant agreement, as if set forth in full herein.

4. Project goal/predicted outcomes:

4.1. Goal: Create suitable, safe and healthy living environments for the residents of Greyhound Shelter.

4.2. Predicted outcome: Shelter units will be more energy efficient, safe and healthy for the residents. Operating and maintenance will be reduced thereby providing more resources for housing and services for the homeless.

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

The Project will meet the HUD CDBG National Objective for public facilities by rehabilitating a multi-unit rental project used to house homeless families or individuals.

6. Metrics available to measure performance:

At a minimum, 17 emergency shelter units will be rehabilitated for improved energy efficiency, operation and maintenance.

7. Budget

CDBG Public Facilities Funded Activities	Budget
Concrete sidewalks and patios installed between July 1, 2016 and June 1, 2017*	\$18,000.00
Exterior and interior doors	\$16,000.00
Kitchens and baths	\$28,000.00
HVAC/Electrical Upgrades	\$59,000.00
Total	\$118,000.00

* To be eligible for reimbursement, services must have been competitively procured in compliance with HUD rules and regulations.

END OF EXHIBIT A

EXHIBIT B, PIMA COUNTY INVOICE REQUEST COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM (CDBG)

CDBG Invoice For The Month Of _____, 2016-2017

This invoice is to be used for submitting all CDBG Billing to Pima County

PLEASE SEND INVOICE TO THE ATTENTION OF:

Kino Service Center
Community Development & Neighborhood Conservation
Attn: CDBG
2797 E. Ajo Way, 3rd Floor
Tucson, AZ 85713

AGENCY INVOICE IS FOR (NAME & ADDRESS):

FEDERAL CONTRACT # _____ FISCAL YEAR: _____ CDFA #: _____

INVOICE DATE: _____ AGENCY CONTRACT #: _____

PROGRAM NAME: _____

INVOICE #: _____ PRGM/MAJ PRGM: _____

APPROVED BUDGET & BILLING DETAILS

PAYMENT TERMS: Net 30 Days	APPROVED BUDGET	October Billed Amt	November Billed Amt	December Billed Amt	January Billed Amt	February Billed Amt	March Billed Amt	April Billed Amt	May Billed Amt	June Billed Amt	July Billed Amt	August Billed Amt	September Billed Amt	YR TO DATE TOTALS	REMAINS TO BE SPENT
														0.00	0.00
														0.00	0.00
														0.00	0.00
														0.00	0.00
														0.00	0.00
														0.00	0.00
														0.00	0.00
														0.00	0.00
														0.00	0.00
TOTAL CONTRACT BILLING	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

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 CDBG 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 - ALL INVOICES MUST BE SIGNED IN BOTH SPACES:

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

	ENTER YES	ENTER NO
Quarterly Report 1 has been submitted with the December Invoice		
Quarterly Report 2 has been submitted with the March Invoice		
Quarterly Report 3 has been submitted with the June Invoice		
Quarterly Report 4 has been submitted with the September Invoice		

FOR PIMA COUNTY USE ONLY

_____ Date bill rcv'd/Initials _____ Date rtn'd for corrections/Initials _____ Date rwd & submitted for payment/Initials _____

EXHIBIT C

When recorded, return to:

Pima County Community Development and Neighborhood Conservation Department
2797 E. Ajo Way, 3rd Fl.
Tucson, Arizona 85713

PERFORMANCE DEED OF TRUST

DATE: _____, 2017

TRUSTOR: Primavera Foundation, Inc., a non-profit corporation registered to do business in the State of Arizona, whose mailing address is:

151 w. 40TH Street
South Tucson, AZ 85713

TRUSTEE: **Lawyers Title of Arizona, Inc.**, whose mailing address is:

450 W. Redondo
Tucson, AZ 85701

BENEFICIARY: Pima County, a political subdivision of the State of Arizona, whose mailing address is:

Pima County Community Development & Neighborhood Conservation
ATTN: Pima County CDBG Program
2797 E. Ajo Way, 3rd Floor
Tucson, AZ 85713

TRUST PROPERTY: Property situated in Pima County, Arizona, described as follows (the "Property"):

A large, empty rectangular box with a thin black border, intended for the detailed description of the trust property.

1. **Parties.** This Deed of Trust entered into by and among the Trustor, Trustee and Beneficiary.
2. **Grant of Property.** Trustor hereby irrevocably grants, conveys, transfers and assigns to the Trustee in Trust, with Power of Sale, the Property, together with leases, issues, profits, or income therefrom (all of which are "**Property Income**"), subject to:
 - 2.1. the right, power and authority hereinafter given to and conferred upon Beneficiary to collect and apply such Property Income, and
 - 2.2. 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.
3. **Security.** The grant pursuant to paragraph 1 above is for the purpose of securing all of the following:
 - 3.1. Performance of the terms of the Pima County CDBG Program funding contract, Pima County Contract No. 17*339, between Beneficiary and Trustor (the "**Grant Agreement**");
 - 3.2. CDBG funds in the amount of **\$118,000.00** (the "**County Contribution**"), provided that the parties hereto acknowledge and agree Trustor has no obligation to repay the **County Contribution** to Beneficiary, except as provided in the **Grant Agreement** and this Performance Deed of Trust; and
 - 3.3. Trustor's obligation pursuant to Exhibit A – Scope of Work, Paragraph 3.2.6 of the **Grant Agreement** to retain title to and operate the property as a facility to provide services for low-to-moderate income persons for a period of five (5) years following the completion of the facility improvements set forth in the **Grant Agreement**.
4. **Obligations of Trustor to Protect Security.** To protect the security of this Performance Deed of Trust, Trustor agrees:
 - 4.1. to keep the Property in good condition and repair, not to remove or demolish any building thereon; to complete or restore promptly and in good and workmanlike manner any building which may be constructed, damaged, or destroyed thereon, and to pay when due all claims for labor performed and materials furnished therefor, to comply with all laws affecting said property or requiring any alterations or improvements to be made thereon; not to commit or permit waste thereof; not to commit, suffer, or permit any action upon the Property in violation of law; and to do all other acts which from the character or use of the Property may be reasonably necessary, the specific enumerations herein not excluding the general;
 - 4.2. to 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;
 - 4.3. to appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; and to pay all costs and expenses of Beneficiary and Trustee, including cost of evidence of title and attorney's fees and costs in a reasonable sum, in any such action or proceeding in which Beneficiary or Trustee may appear or be named, and in any suit brought by Beneficiary or Trustee to foreclose this Deed of Trust;
 - 4.4. to 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.

4.5. That as additional security, Trustor hereby gives to and 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 default by Trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, to collect and retain such Property Income as it becomes due and payable. Upon any 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 any security for the indebtedness hereby secured, 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, including reasonable attorney's fees and costs, upon any indebtedness secured hereby, and in such order as Beneficiary may determine. The entering upon and taking possession of the Property, the collection of such Property Income, and the application thereof as aforesaid, does not cure or waive any default or notice of Trustee's sale hereunder or invalidate any act done pursuant to such notice.

5. Right of Beneficiary or Trustee to Protect Security.

5.1. Should Trustor fail to make any payment or to do any action herein provided, Beneficiary or Trustee, but without obligation so to do and without notice to or demand upon Trustor and without releasing Trustor from any obligation hereof, may make or do the same in such manner and to such extent as either may believe necessary to protect the security hereof. Beneficiary or Trustee are authorized to enter upon the Property for such purposes; appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; pay, purchase, contest, or compromise any encumbrance, charge, or lien which in the judgment of either appears to be prior or superior hereto; and, in exercising any such powers, pay necessary expenses, employ counsel, and pay reasonable attorney's fees and costs.

5.2. Trustor shall pay immediately and without demand all sums expended by Beneficiary or Trustee pursuant to the provisions hereof, together with interest from date of expenditure at the legal rate. Any amounts so paid by Beneficiary or Trustee shall become a part of the debt secured by this Performance Deed of Trust and a lien on said premises or immediately due and payable at option of Beneficiary or Trustee.

6. Repayment of County Contribution. Trustor agrees that the *County Contribution* shall become immediately due and payable to County, only upon the occurrence of any of the following events ("*Event of Repayment*"):

6.1. a breach of the *Grant Agreement* upon the expiration of thirty (30) days after County shall deliver to Trustor a notice of repayment or such longer period of time as shall be reasonable under the circumstances, provided that Trustor shall commence the cure within such thirty (30) day period and thereafter diligently proceed to complete such cure ("*Cure Period*"); or

6.2. in the event that 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

6.3. the commencement of a sale of the Property by a senior lienholder, either by Trustee's sale or by judicial foreclosure.

7. Right to Sell Property.

7.1. Upon the occurrence of an *Event of Repayment*, Beneficiary may declare all sums secured hereby immediately due and payable by delivery to Trustee of written notice thereof, setting forth the nature

thereof, and of election to cause to be sold the Property under this Performance Deed of Trust. Beneficiary also shall deposit with Trustee this Performance Deed of Trust.

- 7.2. Trustee shall record and give notice of Trustee's sale in the manner required by law, and after the lapse of such time as may then be required by law, subject to the statutory rights of reinstatement, the Trustee shall sell, in the manner required by law, the Property at public auction at the time and place fixed by it in said notice of Trustee's sale to the highest bidder for cash in lawful money of the United States, payable at the time of sale. Trustee may postpone or continue the sale by giving notice of postponement or continuance by public declaration at the time and place last appointed for the sale. Trustee shall deliver to such purchaser its Deed conveying the property so sold, but without any covenant or warranty, expressed or implied. Any persons, including Trustor, Trustee, or Beneficiary, may purchase at such sale.
- 7.3. After deducting all costs, fees, and expenses of Trustee and of this Trust, including cost of evidence of title in connection with sale and reasonable attorney's fees, Trustee shall apply the proceeds of sale to payment of all sums then secured hereby and all other sums due under the terms hereof, including the **County Contribution**, with accrued interest; and the remainder, if any, to the person or persons legally entitled thereto, or as provided in [A.R.S. § 33-812](#). To the extent permitted by law, an action may be maintained by Beneficiary to recover a deficiency judgment for any balance due hereunder.
8. **Injunctive Relief.** Trustor agrees that in the event of a breach or threatened breach of the **Grant 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 **Grant Agreement** during the term of this Performance 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 Performance Deed of Trust.

9. Miscellaneous.

- 9.1. **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.
- 9.2. **Binding Agreement.** This Performance Deed of Trust applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. In this Performance Deed of Trust, whenever the context so requires, the masculine gender includes the feminine and neuter, and the singular number includes the plural.
- 9.3. **Duties of Trustee.** That Trustee accepts this Trust when this Performance Deed of Trust, duly executed and acknowledged, is made a public record as provided by law.
- 9.3.1. Trustee is not obligated to notify any party hereto 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.
- 9.3.2. Any time or from time to time, and without notice, upon written request of Beneficiary and presentation of this Deed of Trust and said note(s) for endorsement, and without liability therefor, and without affecting the personal liability of any person for payment of the indebtedness secured hereby, and without affecting the security hereof for the full amount secured hereby on all property remaining subject hereto, and without the necessity that any sum representing the value or any portion thereof of the Property affected by the Trustee's action be credited on the indebtedness, the Trustee may:

- 9.3.2.1. release and reconvey all or any part of the Property;
 - 9.3.2.2. consent to the making and recording, or either, of any map or plat of the Property or any part thereof;
 - 9.3.2.3. join in granting any easement thereon; or
 - 9.3.2.4. join in or consent to any extension agreement or any agreement subordinating the lien, encumbrance, or charge hereof.
- 9.3.3. 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."
- 9.4. Request for Notice by Trustor. Trustor(s) request that a copy of any notice of Trustee's sale hereunder be mailed to each Trustor at its address hereinbefore set forth.
- 9.5. Notices. All notices to be delivered under this Performance Deed of Trust shall be by first class mail, registered mail or certified mail, postage prepaid, and delivered to the addresses set forth in this Performance Deed of Trust, unless written notice of a change of address has been delivered.
- 9.6. Eminent Domain. That any award of damages in connection with any direct or indirect exercise of governmental police power or eminent domain, or for injury to the Property by reason of public use, or for damages for private trespass or injury thereto, is assigned and will be paid to Beneficiary as further security for all obligations secured hereby (reserving unto the Trustor, however, the right to sue therefor and the ownership thereof subject to this Deed of Trust). Upon receipt of such moneys Beneficiary may hold the same as such further security, or apply or release the same in the same manner and with the same effect as above provided for disposition of proceeds of fire or other insurance.

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9.7. Time of the Essence. That time is of the essence of this Deed of Trust, and that by accepting payment of any sum secured hereby after its due date, Beneficiary does not waive its right either to require prompt payment when due of all other sums so secured or to declare default for failure so to pay.

TRUSTOR:

Primavera Foundation Inc., an Arizona non-profit corporation

By: Peggy Hutchison

Title: CEO

State of Arizona)

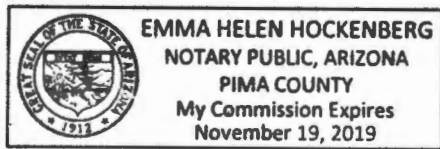
) ss.

County of Pima)

This instrument was acknowledged before me this 19 day of April, 2017, by, Peggy Hutchison as CEO of Primavera Foundation, Inc., an Arizona non-profit corporation.

[Signature] Notary Public

My commission will expire: 11/19/19



ACCEPTED AND APPROVED BY:

Margaret M. Kue 04/19/2017

Director, Pima County Community Development & Neighborhood Conservation Department