



BOARD OF SUPERVISORS AGENDA ITEM REPORT
CONTRACTS / AWARDS / GRANTS

Requested Board Meeting Date: 08/15/2016

or Procurement Director Award

Contractor/Vendor Name (DBA): Logan Simpson Design Inc.

Project Title/Description:

Pima County Wildfire Risk Mitigation Project

Purpose:

Coordination of contractors and staff in the mapping, monitoring and treatment and other activities undertaken to eradicate buffelgrass (a fire-prone invasive perennial grass) in targeted areas as well as to provide information, outreach and education to the public regarding the risk of wildfire posed by buffelgrass.

Procurement Method:

Direct Select

Program Goals/Predicted Outcomes:

The goal of this project is to reduce buffelgrass cover in areas of critical infrastructure within Pima County to allow for long-term control. One of the areas identified in the project is the Mission Road Complex.

Public Benefit:

The contractor will provide public outreach and education to the communities residing or operating within 2 miles of the edge of the Mission Road Complex. The intent of the project is to decrease the threat and severity of wildfire posed by buffelgrass.

Metrics Available to Measure Performance:

The contractor will provide monitoring and data collection as well as submit monthly reports summarizing all activities of the Project including assessing the Project's efficacy and making recommendations for future buffelgrass eradication activities in Pima County.

Retroactive:

In 2012, the Office of Emergency Management (OEM) received a grant award from the Federal Emergency Management Agency (FEMA) for the Pima County Wildfire Risk Mitigation Project. The Southern Arizona Buffelgrass Coordination Center (SABCC) was instrumental in writing the original proposal but SABCC dissolved as of June 30th, 2016 and moved its various operational programs to other community organizations and agencies. OEM had been working diligently to find a contractor with sufficient knowledge and experience with buffelgrass eradication and the FEMA grant mitigation project to continue the grant.

Logan Simpson Design Inc. has agreed to continue to provide the same services SABCC performed under with regards to the FEMA grant. Due to the short notice from SABCC and prolonged contractual language review by all parties involved, our office was not able to process the necessary paperwork in time.

To: COB - 7.22.16 (2)
Ver. 1
Pgs. - 16

Procure Dept 07/22/16 PM01:11

Original Information

Document Type: CT Department Code: OEM Contract Number (i.e.,15-123): 17-0026

Effective Date: 07/01/2016 Termination Date: 09/30/2017 Prior Contract Number (Synergen/CMS): _____

Expense Amount: \$ 79,966 Revenue Amount: \$ _____

Funding Source(s): FEMA- Pre-Disaster Mitigation Competative Grant

Cost to Pima County General Fund: The cost-share requirement for this award is 75% Federal and 25% non-Federal

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

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

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

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

Amendment Information

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

Amendment No.: _____ AMS Version No.: _____

Effective Date: _____ New Termination Date: _____

Expense Revenue Increase Decrease Amount This Amendment: \$ _____

Funding Source(s): _____

Cost to Pima County General Fund: _____

Contact: Griselda Moya-Flores

Department: Office of Emergency Management Telephone: 724-9314

Department Director Signature/Date: [Signature] 7-21-16

Deputy County Administrator Signature/Date: [Signature] 7/22/2016

County Administrator Signature/Date: [Signature] 7/22/16

(Required for Board Agenda/Addendum Items)

<p>PIMA COUNTY OFFICE OF EMERGENCY MANAGEMENT</p> <p>PROJECT: Pima County Wildfire Risk Mitigation Project</p> <p>CONTRACTOR: Logan Simpson Design Inc.</p> <p>AMOUNT: \$79,966</p> <p>FUNDING: FEMA PRE-DISASTER MITIGATION PROJECT</p>	<table border="1"> <tr> <td align="center">CONTRACT</td> </tr> <tr> <td>NO. <u>CT-OEM-17-026</u></td> </tr> <tr> <td>AMENDMENT NO. _____</td> </tr> <tr> <td>This number must appear on all invoices, correspondence and documents pertaining to this contract.</td> </tr> </table> <p>(STAMP HERE)</p>	CONTRACT	NO. <u>CT-OEM-17-026</u>	AMENDMENT NO. _____	This number must appear on all invoices, correspondence and documents pertaining to this contract.
CONTRACT					
NO. <u>CT-OEM-17-026</u>					
AMENDMENT NO. _____					
This number must appear on all invoices, correspondence and documents pertaining to this contract.					

Program Name: Pima County Wildfire Mitigation

Contractor: Logan Simpson Design Inc.
177 N. Church Avenue, Suite 607
Tucson, AZ 85701
Phone: 520-884-5500 Fax: 520-620-0441

DUNS: 074477969

FAIN: PDMC-PJ-09-AZ-2011-001

Federal Award Date: 02/24/2012

CFDA & Description: 97.047 Pre-Disaster Meditation

Project Description: The goal of this project is to reduce buffelgrass cover, a fire-prone invasive perennial grass, in two distinct areas of critical infrastructure within Pima County to allow for long-term control.

Contract Term: July 1, 2016 to September 30, 2017

Contract Amount: \$79,966

Funding: State of Arizona Department of Emergency & Military Affairs (DEMA) through the Pre-Disaster Mitigation Competitive Grant Agreement #EMF-2012-PC-001 with the US Department of Homeland Security.

Federal Obligated: \$3,405,580

PC Federal Award: \$2,554,183

Research and Development Contract: No

Cost Share Rate: The cost-share requirement for this award is 75% Federal and 25% non-Federal.

PROFESSIONAL SERVICES CONTRACT - Board of Supervisors

THIS CONTRACT entered between Pima County, a body politic and corporate of the State of Arizona, hereinafter called COUNTY; and Logan Simpson Design Inc. hereinafter called CONTRACTOR.

W I T N E S S E T H

WHEREAS, COUNTY requires the services of a CONTRACTOR to assist COUNTY in the coordination of contractors and staff in the mapping, treatment and monitoring of treatment and other activities undertaken to eradicate buffelgrass in targeted areas as well as to provide information, outreach and education to the public regarding the risk of wildfire posed by buffelgrass; and

WHEREAS, due to its past experience and knowledge specific to the Pima County Wildfire Risk Mitigation Project, CONTRACTOR was determined under the direct select provision of A.R.S. § 34-103 and Pima County Board of Supervisors Policy D29.1 (C) (1) to be the best source for said work; and

WHEREAS, CONTRACTOR has proposed to perform the work at a price acceptable to COUNTY.

NOW, THEREFORE, in consideration of the foregoing recitals and other valuable and good consideration the parties hereto agree as follows:

ARTICLE 1 - TERM AND EXTENSION/RENEWAL/CHANGES

This Contract, as awarded by the Board of Supervisors, commences on July 1, 2016 and terminates on September 20, 2017 unless sooner terminated or further extended pursuant to the provisions of this Contract.

COUNTY shall have the option to extend the contract termination date for purposes of project completion. Any modification, or extension of the contract termination date, will be by formal written amendment executed by the parties hereto.

Amendments to the Contract must be approved by the Board of Supervisors or the Procurement Director, as required by the Pima County Procurement code, before any work or deliveries under the Amendment commences.

ARTICLE 2 - SCOPE OF SERVICES

This Contract establishes the agreement under which CONTRACTOR will provide COUNTY with services in accordance with the attached Exhibit A and Exhibit A-1: Scope of Services.

CONTRACTOR will provide COUNTY the goods and services as defined in this Contract.

CONTRACTOR will employ suitably trained and skilled professional personnel to perform all consultant services under this Contract. Prior to changing any key personnel, especially those key personnel COUNTY relied upon in making this Contract, CONTRACTOR will obtain the approval of COUNTY. The key personnel include the following staff: Richard Remington, Regional Manager, Tucson.

ARTICLE 3 - COMPENSATION AND PAYMENT

In consideration for the goods and services specified in this Contract, COUNTY agrees to pay CONTRACTOR in an amount not to exceed \$79,966. Pricing for work will be as set forth in Exhibit B: Compensation.

Although State and City sales tax may not be fully or accurately defined on an order, they will be paid when they are DIRECTLY applicable to Pima County and invoiced as a separate line item. Such taxes should not be included in the item unit price.

CONTRACTOR will provide detailed documentation in support of payment requests. CONTRACTOR must bill COUNTY within one month after the date on which CONTRACTOR'S right to payment accrues (the "Payment Accrual Date"), which, unless Exhibit B specifically provides otherwise, is the date goods are delivered, services are performed, or costs are incurred. Invoices must assign each amount billed to an appropriate line item on Exhibit B and list each Payment Accrual Date. COUNTY may refuse to pay any amount billed in an untimely manner, and will refuse to pay any amount billed more than six (6) months after the Payment Accrual Date, pursuant to A.R.S. § 11-622(C).

It is the intention of both parties that pricing will remain firm during the term of the contract. Price increases will only be considered in conjunction with a renewal of the Contract. In the event that economic conditions are such that CONTRACTOR desires unit price increases upon renewal of the Contract, CONTRACTOR will submit a written request to COUNTY with supporting documents justifying such increases at least ninety (90)

days prior to the termination date of the Contract. Unit Prices will include compensation for CONTRACTOR to implement and actively conduct cost and price control activities. COUNTY will review the proposed pricing and determine if it is in the best interest of COUNTY to renew or extend the Contract as provided for in Article I of this Contract.

CONTRACTOR will not provide goods and services in excess of the Exhibit A Line Item and Contract Amounts without prior authorization by an amendment executed by COUNTY. Goods and Services provided in excess of Line Item or Contract Total Amounts without prior authorization by fully executed amendment will be at CONTRACTOR'S own risk.

For the period of record retention required under Article 22, COUNTY reserves the right to question any payment made under this Article and to require reimbursement therefore by setoff or otherwise for payments determined to be improper or contrary to the contract or law.

ARTICLE 4 - INSURANCE

The CONTRACTOR'S insurance will be primary insurance and non-contributory with respect to all other available sources. CONTRACTOR will obtain and maintain at its own expense, during the entire term of this Contract the following type(s) and amounts of insurance:

- a) Commercial General Liability in the amount of \$1,000,000.00 combined single limit Bodily Injury and Property Damage. Pima County is to be named as an additional insured for all operations performed within the scope of the Contract between Pima County and CONTRACTOR;
- b) Commercial or Business automobile liability coverage for owned, non-owned and hired vehicles used in the performance of this Contract with limits in the amount of \$1,000,000.00 combined single limit or \$1,000,000.00 Bodily Injury, \$1,000,000.00 Property Damage;
- c) If this Contract involves professional services, professional liability insurance in the amount of \$1,000,000.00; and,
- d) If required by law, workers' compensation coverage including employees' liability coverage.

CONTRACTOR will provide COUNTY with current certificates of insurance. All certificates of insurance must provide for guaranteed thirty (30) days' written notice to the COUNTY of cancellation, non-renewal or material change.

ARTICLE 5 - INDEMNIFICATION

CONTRACTOR will indemnify, defend against third party claims, 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 CONTRACTOR, its agents, employees or anyone under its direction or control or on its behalf in connection with performance of this Contract.

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

ARTICLE 6 - COMPLIANCE WITH LAWS

CONTRACTOR will comply with all federal, state, and local laws, rules, regulations, standards and Executive Orders, without limitation. In the event any services provided under this contract require a license issued by the Arizona Registrar of Contractors (ROC), Contractor certifies that those services will be provided by a contractor licensed by ROC to perform those services in Arizona. The laws and regulations of the State of Arizona govern the rights, performance and disputes of and between the parties. Any action relating to this Contract must be brought in a court of the State of Arizona in Pima County.

Any changes in the governing laws, rules, and regulations during an agreement apply, but do not require an amendment or revisions.

ARTICLE 7 - INDEPENDENT CONTRACTOR

The status of the CONTRACTOR is that of an independent contractor. Neither CONTRACTOR, nor CONTRACTOR'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. CONTRACTOR is responsible for payment of all federal, state and local taxes associated with the compensation received pursuant to this Contract and will indemnify and hold COUNTY harmless from any and all liability which COUNTY may incur because of CONTRACTOR'S failure to pay such taxes. CONTRACTOR is solely responsible for program development and operation.

ARTICLE 8 - SUBCONTRACTOR

CONTRACTOR is fully responsible for all acts and omissions of any subcontractor and of persons directly or indirectly employed by any subcontractor and of persons for whose acts any of them may be liable to the same extent that the CONTRACTOR is responsible for the acts and omissions of persons directly employed by it. Nothing in this contract 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.

ARTICLE 9 - ASSIGNMENT

CONTRACTOR may not assign its rights to this Contract, in whole or in part, without prior written approval of the COUNTY. COUNTY may withhold approval at its sole discretion, provided that COUNTY will not unreasonably withhold such approval.

ARTICLE 10 - NON-DISCRIMINATION

CONTRACTOR agrees to comply with all provisions and requirements of Arizona Executive Order 2009-09 which is hereby incorporated into this contract as if set forth in full herein **including flow down of all provisions and requirements to any subcontractors**. During the performance of this contract, CONTRACTOR will not discriminate against any employee, client or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin.

ARTICLE 11 - AMERICANS WITH DISABILITIES ACT

CONTRACTOR 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.

ARTICLE 12 - AUTHORITY TO CONTRACT

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

ARTICLE 13 - 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 Contract to be performed on the part of the other, or to take any action permitted as a result thereof, 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.

ARTICLE 14 - CANCELLATION FOR CONFLICT OF INTEREST

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

ARTICLE 15 - TERMINATION OF CONTRACT FOR DEFAULT

A. Upon a failure by CONTRACTOR to cure a default under this Contract within ten (10) days of receipt of notice from COUNTY of the default, COUNTY may, in its sole discretion, terminate this Contract for default by written notice to CONTRACTOR. In this event, COUNTY may take over the work and complete it by contract or otherwise. In such event, CONTRACTOR will be liable for any damage to the COUNTY resulting from CONTRACTOR's default, including any increased costs incurred by COUNTY in completing the work.

B. The occurrence of any of the following, without limitation to the named events, constitutes an event of default:

1. Abandonment of or failure by CONTRACTOR to observe, perform or comply with any material term, covenant, agreement or condition of this Contract, or to prosecute the work or any separable part thereof with the diligence that will insure completion within the time specified in this contract, including any extension, or a failure to complete the work (or the separable part of the work) within the specified time;
2. Persistent or repeated refusal or failure to supply adequate staff, resources or direction to perform the work on schedule or at an acceptable level of quality;
3. Refusal or failure to remedy defective or deficient work within a reasonable time;
4. Loss of professional registration or business or other required license or authority, or any curtailment or cessation for any reason of business or business operations that would substantially impair or preclude CONTRACTOR's performance of this Contract;
5. Disregard of laws, ordinances, or the instructions of COUNTY or its representatives, or any otherwise substantial violation of any provision of the contract;
6. Performance of work hereunder by personnel that are not qualified or permitted under state law or local law to perform such services;

7. Commission of any act of fraud, misrepresentation, willful misconduct, or intentional breach of any provision of this Contract; or
8. If a voluntary or involuntary action for bankruptcy is commenced with respect to CONTRACTOR, or CONTRACTOR becomes insolvent, makes a general assignment for the benefit of creditors, or has a receiver or liquidator appointed in respect of its assets.

C. In the event of a termination for default:

1. All finished and unfinished drawings, specifications, documents, data, studies, surveys, drawings, photographs, reports and other information in whatever form, including electronic, acquired or prepared by CONTRACTOR for this project become COUNTY's property and will be delivered to COUNTY not later than five (5) business days after the effective date of the termination;
2. COUNTY may withhold payments to CONTRACTOR arising under this or any other Contract for the purpose of set-off until such time as the exact amount of damage due COUNTY from CONTRACTOR is determined; and
3. Subject to the immediately preceding subparagraph (2), COUNTY's liability to CONTRACTOR will not exceed the Contract value of work satisfactorily performed prior to the date of termination for which payment has not been previously made.

D. The Contract will not be terminated for default nor CONTRACTOR charged with damages under this Article, if:

1. Excepting item (8) in paragraph B above, the event of default or delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of CONTRACTOR. Examples of such causes include—
 - (i) Acts of God or of the public enemy,
 - (ii) Acts of COUNTY in either its sovereign or contractual capacity,
 - (iii) Acts of another contractor in the performance of a contract with COUNTY,
 - (iv) Fires,
 - (v) Floods,
 - (vi) Epidemics,
 - (vii) Quarantine restrictions,
 - (viii) Strikes,
 - (ix) Freight embargoes,
 - (x) Unusually severe weather, or
 - (xi) Delays of subcontractors at any tier arising from unforeseeable causes beyond the control and without the fault or negligence of both CONTRACTOR and the subcontractor(s); and
2. CONTRACTOR, within seven (7) days from the beginning of any event of default or delay (unless extended by COUNTY), notifies COUNTY in writing of the cause(s) therefore. In this circumstance, COUNTY will ascertain the facts and the extent of the resulting delay. If, in the reasonable judgment of COUNTY, the findings warrant such action, the time for completing the work may be extended.

E. For the purposes of paragraph A above, "receipt of notice" includes receipt by hand by CONTRACTOR's designated representative, by facsimile transmission with notice of receipt, or under the Notices clause of this Contract.

F. If, after termination of the Contract for default, it is determined that CONTRACTOR was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of COUNTY.

G. The rights and remedies of COUNTY in this Article are cumulative and in addition to any other rights and remedies provided by law or under this contract.

ARTICLE 16 - TERMINATION FOR CONVENIENCE

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

Notwithstanding any other provision in this Contract, this Contract 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 Contract. In the event of such termination, COUNTY will have no further obligation to CONTRACTOR, other than to pay for services rendered prior to termination.

ARTICLE 17 - NOTICE

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

COUNTY:
Jeff Guthrie, Director
Office of Emergency Management
3434 E. 22nd Street
Tucson, AZ 85713
Phone: 520-724-9300
Fax: 520-724-9301

CONTRACTOR:
Diane Simpson-Colebank, President & CEO
Logan Simpson Design Inc.
177 N. Church Avenue, Suite 607
Tucson, AZ 85701
Phone: 520-884-5500
Fax: 520-620-0441

ARTICLE 18 - NON-EXCLUSIVE CONTRACT

CONTRACTOR understands that this Contract is nonexclusive and is for the sole convenience of COUNTY. COUNTY reserves the right to obtain like services from other sources for any reason.

ARTICLE 19 - OTHER DOCUMENTS

CONTRACTOR and COUNTY in entering into this Contract have relied upon information provided in the CONTRACTOR'S response to a request for fee proposal. These documents are hereby incorporated into and made a part of this Contract as if set forth in full herein, to the extent not inconsistent with the provisions of this contract.

ARTICLE 20 - REMEDIES

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

ARTICLE 21 - SEVERABILITY

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

ARTICLE 22 - BOOKS AND RECORDS

CONTRACTOR will keep and maintain proper and complete books, records and accounts, which will be open at all reasonable times for inspection and audit by duly authorized representatives of COUNTY.

In addition, CONTRACTOR will retain all records relating to this contract at least five (5) years after its termination or cancellation or, if later, until any related pending proceeding or litigation has been closed.

ARTICLE 23 - PUBLIC INFORMATION

Pursuant to A.R.S. § 39-121 et seq., and A.R.S. § 34-603(H) in the case of construction or Architectural and Engineering services procured under A.R.S. Title 34, Chapter 6, all information submitted in response to this solicitation, including, but not limited to, pricing, product specifications, work plans, and any supporting data becomes public information and upon request, is subject to release and/or review by the general public including competitors.

Any records submitted in response to this solicitation that CONTRACTOR reasonably believes constitute proprietary, trade secret or otherwise confidential information must be appropriately and prominently marked as CONFIDENTIAL by CONTRACTOR prior to the close of the solicitation.

Notwithstanding the above provisions, in the event records marked CONFIDENTIAL are requested for public release pursuant to A.R.S. § 39-121 et seq., COUNTY will release records marked CONFIDENTIAL ten (10) business days after the date of notice to CONTRACTOR of the request for release, unless CONTRACTOR has, within the ten day period, 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. CONTRACTOR will be notified of any request for such release on the same day of the request for public release or as soon thereafter as practicable.

COUNTY will not, under any circumstances, be responsible for securing a protective order or other relief enjoining the release of records marked CONFIDENTIAL, nor will COUNTY be in any way financially responsible for any costs associated with securing such an order.

ARTICLE 24 - LEGAL ARIZONA WORKERS ACT COMPLIANCE

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

COUNTY has the right at any time to inspect the books and records of CONTRACTOR and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

Any breach of CONTRACTOR'S or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, is a material breach of this Contract subjecting CONTRACTOR to penalties up to and including suspension or termination of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, CONTRACTOR will be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor, as soon as possible so as not to delay project completion.

CONTRACTOR will advise each subcontractor of COUNTY'S rights, and the subcontractor's obligations, under this Article by including a provision in each subcontract substantially in the following form:

"SUBCONTRACTOR hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to SUBCONTRACTOR's employees, and with the requirements of A.R.S. § 23-214 (A). SUBCONTRACTOR further agrees that COUNTY may inspect the SUBCONTRACTOR'S books and records to insure that SUBCONTRACTOR is in compliance with these requirements. Any breach of this paragraph by SUBCONTRACTOR is a material breach of this contract subjecting SUBCONTRACTOR to penalties up to and including suspension or termination of this contract."

Any additional costs attributable directly or indirectly to remedial action under this Article will be the responsibility of CONTRACTOR. In the event that remedial action under this Article results in delay to one or more tasks on the critical path of CONTRACTOR's approved construction or critical milestones schedule, such period of delay will be deemed excusable delay for which CONTRACTOR will be entitled to an extension of time, but not costs.

ARTICLE 25 - GRANT COMPLIANCE

As applicable, at no additional cost to COUNTY, CONTRACTOR agrees to comply with all requirements included in the attached Exhibit C: Special Grant Conditions.

ARTICLE 26 - ISRAEL BOYCOTT CERTIFICATION

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

ARTICLE 27 - ENTIRE AGREEMENT

This document constitutes the entire agreement between the parties pertaining to the subject matter hereof, and all prior or contemporaneous agreements and understandings, oral or written, are hereby superseded and merged herein. This Contract may be modified, amended, altered or extended only by a written amendment signed by the parties.

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

PIMA COUNTY

Chair, Board of Supervisors


Date

ATTEST

Clerk of Board

Date

APPROVED AS TO FORM




Deputy County Attorney

Barbara Burstein
Print DCA Name

7/19/2016
Date


APPROVED AS TO CONTENT



Jeff Guthrie, Director

7-21-16
Date

CONTRACTOR



Authorized Officer Signature

Diane Simpson-Colebank, President & CEO
Printed Name and Title

1.20.2016
Date

Exhibit A

Pima County Scope of Services

Duties and responsibilities of CONTRACTOR: In compliance with the requirements set forth in the body of the Contract, CONTRACTOR will complete the following four tasks: 1) perform public outreach and education to the identified Buffer Communities of Area 2, as set forth in the in the subgrant Application – Pima County Wildlife Risk Mitigation Project; 2) collect data and monitor the efficacy of the Project, and at the discretion of COUNTY and within the allocated budget, provide technical assistance to COUNTY and other entities located in Area 2 involved in the removal of buffelgrass; 3) submit monthly reports to COUNTY; and upon the request of COUNTY, provide technical assistance regarding mapping and treatment of buffelgrass infestations in Area 2, as well as monitoring the effect and efficacy of such treatment, to include cost estimates of savings realized by the suppression of buffelgrass. All activities will be consistent with the outreach, data collection and reporting previously completed for Area 1.

Task 1. Public Outreach and Education: CONTRACTOR will perform public outreach and education to the Buffer communities of Area 2. Buffer communities include residents, businesses, schools, churches, homeowner’s associations, and other public and private entities within 2 miles of the boundary of Area 2 (17,647 individual parcels identified in the Buffer community). Such outreach and education will include at a minimum:

Task 1.a. Develop and implement a plan and schedule (the “Plan”) acceptable to COUNTY, which provides media contacts/informational briefings for the duration of the FEMA Pre-Disaster Mitigation Project beginning July 1, 2016 and ending September 30, 2017. The Plan will include op-eds and news stories. CONTRACTOR will coordinate all media releases, contacts and information with Pima County Office of Emergency Management.

Task 1.b. Prepare and conduct public presentations to communities to inform them of the threat of buffelgrass infestations and the buffelgrass suppression activities that are scheduled in Area 2. CONTRACTOR will provide not less than 1 presentation per quarter in Area 2, except that CONTRACTOR may elect not to make presentations when either (1) no buffelgrass suppression is planned for at least 6 months or (2) buffelgrass suppression has been completed.

Task 1.c. Complete public outreach in the form of fliers, pamphlets, door hangers, and other publications to inform buffer communities about upcoming presentations and/or about the threat of buffelgrass and buffelgrass suppression activities that will occur in Area 2 under the FEMA Pre-Disaster Mitigation Project from July 2016 through September 30, 2017.

Task 1.d. CONTRACTOR will provide monthly reports in a format acceptable to Pima County regarding: (1) the number and type of public outreach and education activities performed; (2) the dates on which they occurred; and (3) the number of individuals reached.

Exhibit A (continued)

Pima County Scope of Services

Task 2: Monitoring and Data Collection: CONTRACTOR will coordinate activities with the COUNTY and its contractors to monitor the effect and efficacy of buffelgrass suppression and eradication undertaken under the project. Task summary as follows details in Attachment A-1. Monitoring includes:

Task 2.a. Perform assessments and surveys to determine the extent and nature of buffelgrass infestations in Area 2. Baseline data was established in Area 2 during the 2012 and 2013 survey periods and will require re- mapping of the areas treated during July 2016 and July 2017;

Task 2.b. Systematic monitoring of buffelgrass eradication activities performed in Area 2 by COUNTY, in order to determine the efficacy of such activities in terms of (1) numbers of acres treated beginning in July 2016 and beginning July 2017 and ending September 2017; and (2) the level of success of treatments in eradicating buffelgrass. Systematic monitoring will begin in July 2016 for all area where herbicide applications have been applied in 2015, and beginning in July 2017 within all areas where herbicide applications have been applied within Area 2 from 2013 through 2016.

Task 3. Reports: CONTRACTOR will provide monthly reports in a form acceptable to COUNTY summarizing the results of the Public Outreach and Education required under Task 1 of this Exhibit A and Monitoring and Data Collection required under Task 2 of this Exhibit A. CONTRACTOR will also provide a final report to COUNTY within 45 days of the completion of field activities associated with the Project and prior to September 30, 2017. Data and information, other than that listed in Task 1 and Task 2 of this Exhibit A, will be provided to CONTRACTOR by COUNTY or its contractors, summarizing all activities of the Project, assessing the Projects efficacy and making recommendations for future buffelgrass eradication activities in Pima County.

Exhibit A-1

Logan Simpson Services

Assessments and Surveys

Pre-treatment Site Assessment

Pima County has identified over 273 miles of public roadways and 275 acres of lands in the project area, including some portion of the Santa Cruz River within the Area 2 buffer area. These areas are surveyed annually, prior to herbicide application, to document the change in buffelgrass distribution and abundance from prior year's herbicide applications. Prior to the 2016 herbicide application, CONTRACTOR will conduct a complete survey of the portions of the 273 miles of roadway where herbicide applications were conducted by the County in 2015, in order to document current Buffelgrass cover and density in accordance with the existing data collection protocols established by the cooperators. Pre-treatment survey data will be entered in the CONTRACTOR's geo-database and presented to the cooperators during project meetings.

The cooperators have agreed that a total survey of Area 2, composed of the approximate 273 miles of roadway and 275 acres of lands surveyed prior to the 2013 herbicide application, would be re-surveyed to determine the change in buffelgrass distribution and abundance over the entire project area. During July and August of 2017 CONTRACTOR will conduct a survey of all areas surveyed prior to herbicide application in 2013 to document the post project Buffelgrass cover, density, and distribution. The 2017 survey data will be entered in the CONTRACTOR's geo-database and presented to the cooperators during project meetings, and would be included in the projects final report.

Data Management and Reporting

CONTRACTOR will establish a file transfer protocol (FTP) website that will provide enhanced data transfer, analysis, and electronic communication for the cooperators. Subsequent to the 2016 and 2017 Pre- and post-treatment surveys, results of the surveys will be placed in the project ftp site for collaborators information and use. CONTRACTOR will notify cooperators when new data and information is available on the ftp site.

Monthly Project Coordination meetings

CONTRACTOR will facilitate monthly cooperator meetings beginning in July 2016 and ending in September 2017 as necessary to review project status and data and outreach needs for project completion. CONTRACTOR will present monitoring data, pre-treatment data, any post-treatment survey data collected and outreach activities conducted during the previous month. At the end of each project quarter LSD will present quarterly summary data as described above as necessary for project cooperators to complete the "Mitigation Grant Program Quarterly Report, Arizona Division of Emergency Management" form. Additional anecdotal data gathered during the quarter will be provided to the cooperators for inclusion as appropriate into the Project Status or Additional Comments reporting sections.

Exhibit A-1 (continued)

Preparation of a Monitoring Report

After completion of the project fieldwork, CONTRACTOR will prepare a draft monitoring and outreach Project Report. The draft report will discuss the monitoring methods, and the results of each year's pre and post-treatment buffelgrass distribution and abundance surveys and a comparison of the Area 2 initial 2012 – 2013 buffelgrass infestation with the 2017 Area 2 survey to determine the overall efficacy of the multi-year herbicide application effects on buffelgrass infestation. CONTRACTOR would include information on the methods, amounts, costs, and scheduling of herbicide applications in the Project Report, if information is provided by COUNTY.

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Exhibit B

Compensation

This contract is a reimbursement-based arrangement, whereby COUNTY recovers its costs, including payments made to CONTRACTOR under a separate agreement with the State of Arizona Division of Emergency Management (ADEM). In the event that ADEM denies reimbursement to COUNTY for a payment made to CONTRACTOR, due to CONTRACTOR's failure to comply with any material terms of the contract, COUNTY reserves the right to recover from CONTRACTOR for such denials by withholding future payments. COUNTY also reserves the right to withhold payment to CONTRACTOR in the event of CONTRACTOR's failure to submit reports as required in Exhibit A to this Contract.

COUNTY will reimburse CONTRACTOR for its actual expenses; in amounts not to exceed the total amount set forth below (any transfers of funds among items categorized require authorization from COUNTY).

Activity (All activities to be conducted in Area 2 – Pima County Mission Road Complex Project Area)	Total Budget Amount (July 2016 through September 2017)
Task 1. Public Outreach and Education	\$22,526
Task 2. Assessment, Mapping & Monitoring	\$41,155
Task 3. Monthly, Draft and Final Project Reports	\$16,285
Total Not To Exceed Amount	\$79,966

Within 30 days following the end of each month, CONTRACTOR must submit an original invoice to COUNTY reflecting CONTRACTOR's actual expenses under this contract. Invoices must clearly describe the items being charged, the vendor, and the period for which reimbursement is requested. CONTRACTOR must submit proof of payments to its employees, subcontractors and vendors.

COUNTY will reimburse CONTRACTOR for its allowable expenses within 30 days of receipt of CONTRACTOR's properly submitted invoice.

Exhibit C

Special Grant Conditions

Referenced Regulations, Statutes, and Guidance

Reference	Description
REGULATIONS	
2 CFR Part 200 Subparts A to F, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards	The Office of Management and Budget (OMB) has developed regulations that streamline language from eight existing OMB Circulars (A-21 [2 CFR Part 220], A-87 [2 CFR Part 225], A-89, A-102 [45 CFR Part 92], A-110 [2 CFR Part 215], A-122 [2 CFR Part 230], A-133, and A-50) concerning Federal financial assistance, cost principals, and audit and administrative requirements into one document called the SuperCircular (2 CFR Part 200 Subparts A to F).
44 CFR Part 9, Floodplain Management and Protection of Wetlands	Sets forth policy, procedure, and responsibilities to implement and enforce Executive Order (EO) 11988, Floodplain Management, and EO 11990, Protection of Wetlands.
44 CFR Part 10, Environmental Considerations	FEMA procedures for implementing the National Environmental Policy Act (NEPA). Provides policy and procedures to enable FEMA officials to account for environmental considerations when authorizing/approving major actions that have a significant impact on the environment.
44 CFR Part 79, Flood Mitigation Grants	Prescribes actions, procedures, and requirements for the administration the Flood Mitigation Assistance (FMA) program.
44 CFR Part 80, Property Acquisition and Relocation for Open Space	Provides actions, procedures, and requirements for the administration of FEMA mitigation assistance for projects to acquire property for open space purposes under all Hazard Mitigation Assistance (HMA) programs.
44 CFR Part 201, Mitigation Planning	Provides information on requirements and procedures for mitigation planning as required by the Stafford Act, specifically Section 201.4 Standard State Mitigation Plans, Section 201.5 Enhanced State Mitigation Plans, Section 201.6 Local Mitigation Plans, and Section 201.7 Tribal Mitigation Plans.

Exhibit C (continued)

Special Grant Conditions

STATUTES	
Americans With Disabilities Act of 1990 (Public Law 101-336, as amended by Public Law 110-325 [September 25, 2008]; 104 Stat. 327)	Prohibits discrimination against people with disabilities in employment, transportation, public accommodation, communications, and governmental activities.
Bunning-Bereuter-Blumenauer Flood Insurance Reform Act of 2004 (Public Law 108-264), Part 102	A bill to amend the National Flood Insurance Act of 1968 to reduce losses to properties for which repetitive flood insurance claim payments have been made.
National Flood Insurance Act of 1968, as amended (NFIA), 42 U.S.C. 4001 et seq	The NFIA created the Federal Insurance Administration and made flood insurance available for the first time. The Flood Disaster Protection Act of 1973 made the purchase of flood insurance mandatory for the protection of property located in the Special Flood Hazard Area.
National Flood Insurance Reform Act of 1994 (Public Law 103-325)	Amended the Flood Disaster Protection Act of 1973, providing tools to make the NFIP more effective in achieving its goals of reducing the risk of flood damage to properties and reducing Federal expenditures for uninsured properties that are damaged by floods.
Stafford Disaster Relief and Emergency Assistance Act (Public Law 93-288, 88 Stat. 143-164, as amended, 42 U.S.C. 5121 et seq.)	This Act constitutes the statutory authority for most Federal disaster response activities, especially as they pertain to FEMA and FEMA programs.
GUIDANCE	
Hazard Mitigation Assistance Guidance	Outlines strategies for the mitigation process by interpreting the Federal statutes, regulations, and best practices.