



## BOARD OF SUPERVISORS AGENDA ITEM REPORT AWARDS / CONTRACTS / GRANTS

☐ Award ☒ Contract ☐ Grant

Requested Board Meeting Date: 02/01/2022

\* = Mandatory, information must be provided

or Procurement Director Award: ☐

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

Tucson Centers for Women and Children, Inc. dba Emerge! Center Against Domestic Abuse

**\*Project Title/Description:**

Renovations to Emergency Shelter

**\*Purpose:**

Renovation of the existing emergency shelter for domestic violence victims and their children will expand capacity while protecting this vulnerable population from contracting the COVID virus. The Pima County Board of Supervisors approved awarding \$1,000,000 in American Rescue Plan Act – Coronavirus State & Local Fiscal Recovery Funds (ARPA/CLFRF) to Emerge at their September 7, 2021 meeting, and directed staff to prepare the attached subrecipient draft for review and approval.

**\*Procurement Method:**

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

**\*Program Goals/Predicted Outcomes:**

The renovations will increase the number of non-congregate living spaces at the shelter from 13 units up to 28 units.

**\*Public Benefit:**

Each family living space will be a self-contained unit to provide a private healing space for families escaping domestic violence while mitigating the spread of COVID-19 and other communicable diseases. COVID has had a particularly devastating impact on victims of domestic violence. Incidents of abuse have risen as stay-at-home recommendations have been in place while the ability to reach out for help has become more difficult due to COVID safety protocols such as social distancing, quarantine and isolation. The proposed renovations will help make sure families do not have to choose between staying in an unsafe, abusive household and potentially contracting a potentially deadly virus in a congregate shelter.

**\*Metrics Available to Measure Performance:**

Subrecipient will provide design plans and a construction schedule to the County, which will be reviewed against monthly progress and expenditure reports.

**\*Retroactive:**

No.

To CoB: 11/14/22  
Vers: 1  
Pgs: 37(1)

01-14 '22 AM09:12

THE APPLICABLE SECTION(S) BELOW MUST BE COMPLETED

Click or tap the boxes to enter text. If not applicable, indicate "N/A". Make sure to complete mandatory (\*) fields

**Contract / Award Information**

Document Type: CT

Department Code: BH

Contract Number (i.e., 15-123): 22\*208

Commencement Date: 2/1/2022

Termination Date: 1/30/2023

Prior Contract Number (Synergen/CMS): \_\_\_\_\_

☒ Expense Amount \$ 1,000,000 \*

☐ Revenue Amount: \$ \_\_\_\_\_

**\*Funding Source(s) required: ARPA CLFRF Funds**

Funding from General Fund? ☐ Yes ☒ No If Yes \$ \_\_\_\_\_ % 0

Contract is fully or partially funded with Federal Funds? ☒ Yes ☐ No

If Yes, is the Contract to a vendor or subrecipient? Subrecipient

Were insurance or indemnity clauses modified? ☐ Yes ☒ No

If Yes, attach Risk's approval.

Vendor is using a Social Security Number? ☐ Yes ☒ No

If Yes, attach the required form per Administrative Procedure 22-10.

**Amendment / Revised Award Information**

Document Type: \_\_\_\_\_

Department Code: \_\_\_\_\_

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

Amendment No.: \_\_\_\_\_

AMS Version No.: \_\_\_\_\_

Commencement Date: \_\_\_\_\_

New Termination Date: \_\_\_\_\_

Prior Contract No. (Synergen/CMS): \_\_\_\_\_

☐ Expense ☐ Revenue ☐ Increase ☐ Decrease

Amount This Amendment: \$ \_\_\_\_\_

Is there revenue included? ☐ Yes ☐ No If Yes \$ \_\_\_\_\_

**\*Funding Source(s) required: \_\_\_\_\_**

Funding from General Fund? ☐ Yes ☐ No If Yes \$ \_\_\_\_\_ % \_\_\_\_\_

**Grant/Amendment Information (for grants acceptance and awards)**

☐ Award ☐ Amendment

Document Type: \_\_\_\_\_

Department Code: \_\_\_\_\_

Grant Number (i.e., 15-123): \_\_\_\_\_

Commencement Date: \_\_\_\_\_

Termination Date: \_\_\_\_\_

Amendment Number: \_\_\_\_\_

☐ Match Amount: \$ \_\_\_\_\_

☐ Revenue Amount: \$ \_\_\_\_\_

**\*All Funding Source(s) required: \_\_\_\_\_**

\*Match funding from General Fund? ☐ Yes ☐ No If Yes \$ \_\_\_\_\_ % \_\_\_\_\_

\*Match funding from other sources? ☐ Yes ☐ No If Yes \$ \_\_\_\_\_ % \_\_\_\_\_

\*Funding Source: \_\_\_\_\_

\*If Federal funds are received, is funding coming directly from the Federal government or passed through other organization(s)?

Contact: Molly Hilber

Department: Behavioral Health

Telephone: x47515

Department Director Signature: [Signature]

Date: 1.11.2022

Deputy County Administrator Signature: [Signature]

Date: 13 Jan 2022

County Administrator Signature: [Signature]

Date: 1/13/2022

<b>Pima County Department of Behavioral Health</b>				
<b>Project:</b> Renovations to Emergency Shelter				
<b>Contractor:</b> Tucson Centers for Women and Children, Inc. dba Emerge! Center Against Domestic Abuse				
<b>Amount:</b> \$1,000,000.00				
<b>Contract No.:</b> CT-BH-22-208-00				
<b>Funding:</b> U.S. Department of Treasury, American Rescue Plan Act- Coronavirus State & Local Fiscal Recovery Funds				
<b>DUNS No.:</b> 842812067				
<b>Research or Development:</b>		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
<b>Federal Contract No.:</b> N/A				
<b>Required Match:</b>		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		<b>Match Amount:</b> N/A
<b>Indirect Cost Rate:</b>		<input type="checkbox"/> Federal	<input type="checkbox"/> NICRA	<input type="checkbox"/> de minimis <input checked="" type="checkbox"/> None
<b>Status of Agency:</b>		<input checked="" type="checkbox"/> Subrecipient		<input type="checkbox"/> Contractor
<b>CFDA</b>	<b>Program Description</b>	<b>National Funding</b>	<b>Pima County Award</b>	<b>FAIN</b>
21.027	American Rescue Plan Act- Coronavirus State & Local Fiscal Recovery Funds	\$350,000,000,000	FY 21 \$101,710,834.00	SLFRP0180

### FEDERAL FINANCIAL ASSISTANCE SUBWARD

#### 1. Parties, Authority, and Background.

1.1. Parties. This Federal Financial Assistance Subaward ("Agreement") is between Pima County, a body politic and corporate of the State of Arizona ("County") and Tucson Centers for Women and Children, Inc. dba Emerge! Center Against Domestic Abuse ("Subrecipient").

#### 1.2. Authority.

1.2.1. 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.

- 1.2.2. At the August 10, 2021 Board of Supervisors' meeting the Board approved the spending plan for the American Rescue Plan Act (ARPA) and Coronavirus Local Fiscal Recovery Fund (CLRF) allocation, a portion of which includes monies to provide capital investments. On September 7, 2021, the Board approved allocating ARPA/CLRF funds to be expended on the renovation and expansion of the existing Emerge! emergency shelter.
- 1.2.3. County received the first tranche of Coronavirus State & Local Fiscal Recovery Funds (CSLFRF) funding in the amount of \$101,710,834.00, from the U.S. Department of the Treasury ("Treasury") as part of the American Rescue Plan Act ("ARPA"), signed by President Biden on March 11, 2021 (American Rescue Plan Act of 2021, sec. 9901, Pub. L. 117-2, codified as 42 U.S.C 802, *et seq.*)
- 1.2.4. Treasury issued CSLFRF the Interim Final Rule for State, Territorial, Local, and Tribal Governments (the "IFR") on May 17, 2021, codified at 31 C.F.R Part 35. In addition, Treasury issued CSLFRF Frequently Asked Questions ("FAQs") that were last updated on July 19, 2021, that set forth additional information about Treasury's interpretation of the CSLFRF's provisions for the use of funds.
- 1.3. Background. At its August 10, 2021 meeting the Pima County Board of Supervisors approved a spending plan of American Rescue Plan Act (ARPA) and Coronavirus Local Fiscal Recovery Fund (CLFRF) monies. Included in the Public Health spending plan are monies to provide capital investments to address primary and secondary effects of the pandemic, including domestic violence (DV) response.
  - 1.3.1. Data gathered by the American Journal of Emergency Medicine indicates incidents of abuse have risen as stay-at-home recommendations have been in place. Currently the Emerge! Center Against Domestic Abuse shelter facility is designed for a communal living model, which required the region's largest domestic violence shelter to reduce capacity to accommodate public health and safety protocols before switching to non-congregate hotel sites. This shift came with a major increase in operational costs, and Subrecipient sought sustainable solutions. An opportunity has arisen to partner with the Connie Hillman Foundation, the City of Tucson and Emerge! to remodel Subrecipient's existing facility, which will not only expand capacity but also accommodate non-congregate living for those who may need to quarantine. These updates will ensure a safe harbor for those escaping domestic violence.
  - 1.3.2. Subrecipient requested Pima County match the City of Tucson's investment of \$1,000,000 for shelter renovations to increase non-congregate shelter spaces to mitigate the spread of COVID-19 and other communicable diseases. County desires to support Subrecipient and victims of domestic violence, and the Board of Supervisors approved the commitment at its September 7, 2021 Board Meeting contingent on the City of Tucson's commitment.

- 1.3.3. Subrecipient has already retained an architect through a Request for Proposals published by the City of Tucson on November 13, 2020 to develop a feasibility study for the project.

## 2. **Term.**

- 2.1 **Term.** The term of this Agreement commences on February 1, 2022 and will terminate on January 30, 2023 ("Term"). If the commencement date of the Term is before the signature date of the last party to execute this Agreement, the parties will, for all purposes, deem the Agreement to have been in effect as of the commencement date.
  - 2.2 The terms of 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.
  - 2.3 Minor modifications may be made by written memorandum approved and signed by the Director of the Pima County Behavioral Health 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 County under this Agreement.
  - 2.4 Notwithstanding paragraphs 2.1 and 2.2 above, the term of this Agreement will survive and remain in effect during any period that Subrecipient has control over grant funds, including program income.
3. **Scope of Services.** Subrecipient will provide County with the services described in **Exhibit A**. Subrecipient will also undertake the same obligations to the County, as the County does to Treasury. Subrecipient will hold County harmless against any injury that County may suffer with respect to Treasury because of any failure on the part of Subrecipient to fulfill obligations to Treasury. Subrecipient will employ suitably trained and skilled personnel to perform all services under this Agreement. Unless otherwise provided for herein, the personnel delivering services pursuant to this Agreement will: (1) be employees or volunteers of the Subrecipient; (2) satisfy any qualifications in this Agreement; and (3) be covered by personnel policies and practices of Subrecipient. Subrecipient will maintain an accounting manual that describes its financial procedures in sufficient detail to ensure that its financial practices are easily understood

## 4. **Monitoring and Evaluation.**

- 4.1. County will monitor Subrecipient's activities and information sources in the management, fiscal, and services systems of Subrecipient and any subcontracted parties relating to performance of duties and obligations under this Agreement to ensure that Subrecipient is uses the funding as allowed by the CSLFRF. Monitoring may include making sure Subrecipient is:
  - 4.1.1. Making adequate and acceptable progress in the provision of services;

- 4.1.2. Maintaining adequate and acceptable systems to document services and expenditures; and
- 4.1.3. Using the funds provided pursuant to this Agreement effectively and efficiently to accomplish the purposes for which funds were made available.
- 4.2. Subrecipient must cooperate in County's monitoring and evaluation process and in any monitoring or oversight by Treasury's Inspector General. To the greatest extent permissible by law, and in addition to the provisions below in Section 6, Audit, and Section 24, Books and Records, County, and any authorized federal, state or local agency, including, but not limited to, the U.S. Department of the Treasury and the Comptroller of the United States, will at all reasonable times have the right of access to Subrecipient's facilities. Subrecipient must assist County in providing reports and documentation related to Subrecipient's performance and, where applicable, the impact of the CSLFRF-funded activities on the community. If County finds that Subrecipient's performance is inconsistent with CSLFRF or the with 2 C.F.R. Part 200, Subrecipient will be in default of this Agreement. If Subrecipient fails to take appropriate actions to correct the default within 15 calendar days from date of notice, this Agreement may be suspended or terminated.

**5. Compensation and Payment.**

- 5.1. Not-to-Exceed Amount. County may pay Subrecipient up to \$1,000,000.00 (the "Not to Exceed or NTE Amount"). Subrecipient may not provide any services, payment for which will cause County's total payment under this Agreement to exceed the NTE Amount. If Subrecipient does so, it is at Subrecipient's own risk.
- 5.2. Sales Taxes. The payment amounts or rates in **Exhibit B** do not include sales taxes. Subrecipient may include sales taxes that Subrecipient is required to pay under this Subaward. Subrecipient will show sales taxes as a separate line item on expenditure report
- 5.3. Use of Funds.
  - 5.3.1. Subrecipient understands and agrees that the funds disbursed under this award may only be used in compliance with section 603(c) of the Social Security Act (the Act), Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing. Subrecipient will undertake the same obligations to County, as County does to Treasury. Subrecipient will hold County harmless against any injury that County may suffer with respect to Treasury due to any failure on the part of Subrecipient to fulfill its obligations. Subrecipient is responsible for being informed of all updates issued to regulations, frequently asked questions and compliance and reporting guidance.
  - 5.3.2. Subrecipient may use the funds for construction costs only. Subrecipient may not use any funds to pay Poster Mirto McDonald Design.

**5.4. Spending Plan.**

- 5.4.1. County will advance funds to Subrecipient according to the detailed spending plan developed by Subrecipient in consultation with County and included in **Exhibit B** that outlines Subrecipient's anticipated costs. Subrecipient will submit changes to the spending plan to County no later than 30 calendar days prior to the beginning of the new quarter. County will review spending plans and approve if acceptable. Upon approval, County will advance funds sufficient to support spending plans. Advance payments to Subrecipient are contingent upon meeting the terms and conditions as in this Agreement. All costs in Subrecipient's spending plan must in compliance with 2 C.F.R. 200. Subrecipient's disbursement of advance funds on activities must be as close as is administratively feasible to the actual disbursements by County for direct program or project costs and the proportionate share of any allowable indirect costs.
- 5.4.2. Subrecipient may request changes of no more than 10% to line items in the budget in **Exhibit B** provided that the changes do not increase or decrease the NTE amount. Subrecipient's written request must explain in detail why the request is necessary and how Subrecipient will continue to meet the specific purpose, program(s), metrics, or outcomes in this Agreement despite the requested changes. The requested changes must be for future expenditures. The changes may not be to cover unbudgeted expenditures incurred by Subrecipient prior to receiving the written approval for a line item change. The Director of the Behavioral Health Department or designee has authority to approve any such changes. If the Director of Behavioral Health or designee approves the request for the budget line item change, the change will not be effective, nor will compensation under the change be provided, until the date set included in the written approval provided to Subrecipient.
- 5.5. **Submission of Expenditure Report.** Subrecipient will submit an Expenditure Report to County on a monthly basis as set forth in **Exhibit E**. County must receive Expenditure Reports no later than 30 days after the end of the close of each month in which Subrecipient provides services under this Agreement.
- 5.6. **Content of Expenditure Report.** Subrecipient will include detailed documentation in support of its Expenditure Reports and assign each amount billed to an appropriate line item in **Exhibit B**. If there are no expenditures for the preceding month, Subrecipient will still submit a monthly progress report (outlined in **Exhibit A**). Each request for expense reconciliation must have a unique Expenditure Report identifier and include this Agreement number. The person(s) that prepared the Expenditure Report and an authorized manager, supervisor or executive of the Subrecipient must approve and sign each Expenditure Report to ensure proper internal financial controls. In addition, each Expenditure Report must be for costs identified in **Exhibit B**. Subrecipient must provide the following documentation with each Expenditure Report:
- 5.6.1. A summary report of monthly expenditures by expense categories as shown in approved budget in **Exhibit B**.

- 5.6.2. Copies of invoices and checks (front and back) to support all purchases of goods or services.
- 5.6.3. A signed copy of the Financial Status Report on the form provided by the County similar to the form in **Exhibit E**.
- 5.6.4. Any other documentation requested by County.
- 5.7. **Payments to Subrecipient.** No payments will be made to Subrecipient, until: (1) Subrecipient has completed and submitted a W-9 Taxpayer Identification Number form; (2) Subrecipient has registered as a Pima County Vendor through the Pima County Procurement website; (3) Subrecipient is currently registered on SAM.gov; (4) this Agreement is fully executed; and (5) adequate and accurate documentation is provided with each request for payment or invoice. County will determine the acceptability and progress of work performed and determine whether future payments are justified. County may also liquidate funds available under this Agreement for costs incurred by County on behalf of Subrecipient, with a 30-day notification to Subrecipient. County may at any time question any payment to Subrecipient. If County raises a question about the propriety of a past payment, Subrecipient will cooperate with County in reviewing the payment. County may set-off any overpayment against amounts due to Subrecipient under this or any other Agreement between County and Subrecipient. Subrecipient will promptly pay to County any overpayment that County cannot recover by set-off. Subrecipient must provide copies of the Subrecipient Core Documents in **Exhibit C** before County will disburse any funds to Subrecipient.
- 5.8. **Reimbursement to County.** If County determines that Subrecipient used any advance funds for unallowable costs, or for any advanced funds that are not accounted for after 60 days from period of performance in Subrecipient's spending plan, County will submit a notice of reimbursement to Subrecipient requesting reimbursement and setting out the repayment terms and conditions. In addition, County may:
  - 5.8.1. Temporarily withhold any further payment or advances to Subrecipient until the deficiency has been wholly corrected;
  - 5.8.2. Deny use of funds for any or all of the cost of an activity that is deemed not in compliance;
  - 5.8.3. Wholly or partly suspend or terminate this Agreement;
  - 5.8.4. Recommend the initiation of suspension or debarment as authorized under 2 CFR part 180 and Treasury regulations; and
  - 5.8.5. Take any other debt collection actions and remedies that may be legally available
- 5.9. Any change that increases or decreases the maximum allocated amount or that changes the Scope of Work in any way will require an amendment to this Agreement. Such change will not be effective, nor will compensation under the change be provided, until the amendment is fully executed by both parties.
- 5.10. Goods and services provided in excess of the budgeted line item or the maximum allocated amount without prior authorization will be at Agency's own risk.



## 6. Audit Requirements.

6.1. Subrecipient will comply with the Audit Requirements for Federal Awards in 2 CFR Part 200, Subpart F. In addition, Subrecipient will 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 County. Subrecipient will also establish and maintain accounting records which identify the source and application of any funds not provided under this Agreement used to support these activities and ensure that all accounting records meet Federal, State, and County requirements, and generally accepted accounting principles laws and regulations. Upon written notice from County, Subrecipient will provide County a program-specific or financial audit. The 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. Subrecipient will ensure that any audit conducted pursuant to this Agreement is performed by a qualified, independent accounting firm and will be submitted to County within six months of completion of the audit required pursuant to this Section 6, unless a different time is specified by County. The audit submitted must include Subrecipient responses, if any, concerning any audit findings. Subrecipient is responsible for all costs for any audit required or requested pursuant to this Section 6.

6.2. 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." 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. Subrecipient must timely submit the required or requested audit(s) to:

Pima County Grants Management and Innovation  
130 West Congress St, 3rd floor  
Tucson, Arizona 85701

7. **Insurance.** Subrecipient will procure and maintain at its own expense insurance policies (the "**Required Insurance**") satisfying the below requirements (the "**Insurance Requirements**") until all its obligations under this Agreement have been met. The below Insurance Requirements are minimum requirements for this Agreement and in no way limit Subrecipient's indemnity obligations under this Agreement. The County in no way warrants that the required insurance is sufficient to protect the Subrecipient 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.

7.1. Insurance Coverages and Limits: Subrecipient will procure and maintain, until all its obligations have been discharged, coverage with limits of liability not less than those stated below. Coverage must be placed with insurers acceptable to the County with A.M. Best rating of not less than A-VII, unless otherwise approved by the County.

- 7.1.1. Commercial General Liability (CGL) – Occurrence Form with limits not less than \$2,000,000 Each Occurrence and \$2,000,000 General Aggregate. Policy shall include coverage for liability arising from premises, operations, independent contractors, personal injury, bodily injury, broad form contractual liability and products-completed operations. Any standard coverages excluded from the CGL policy, such as products/completed operations, etc. shall be covered by endorsement or separate policy and documented on the Certificates of Insurance.
- 7.1.2. Business Automobile Liability – Coverage for bodily injury and property damage on any owned, leased, hired, and/or non-owned autos assigned to or used in the performance of this Agreement with minimum limits not less than \$1,000,000 Each Accident.
- 7.1.3. Workers' Compensation and Employers' Liability – Statutory coverage for Workers' Compensation. Workers' Compensation statutory coverage is compulsory for employers of one or more employees. Employers Liability coverage with limits of \$1,000,000 each accident and \$1,000,000 each employee – disease.
- 7.1.4. Professional Liability (E & O) Insurance – This insurance is required for work from professionals whose coverage is excluded from the above CGL policy. The policy limits shall be not less than \$2,000,000 Each Claim and \$2,000,000 Annual Aggregate. The insurance shall cover professional misconduct or negligent acts of anyone performing any services under this Agreement.
- 7.2. Additional Coverage Requirements:
  - 7.2.1. Claims Made Coverage: If any part of the Required Insurance is written on a claims-made basis, any policy retroactive date must precede the effective date of this Agreement, and Subrecipient must maintain such coverage for a period of not less than three (3) years following Agreement expiration, termination or cancellation.
  - 7.2.2. Additional Insured Endorsement: The General Liability, Business Automobile Liability and Technology E&O Policies shall each be endorsed to include Pima County, its departments, districts, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Subrecipient.
  - 7.2.3. Subrogation Endorsement: The General Liability, Business Automobile Liability, Workers' Compensation and Technology E&O Policies shall each contain a waiver of subrogation endorsement in favor of Pima County, and its departments, districts, officials, agents, and employees for losses arising from work performed by or on behalf of the Subrecipient.
  - 7.2.4. Primary Insurance Endorsement: The Required Insurance policies must stipulate that they are primary and that any insurance carried by County, or its agents, officials, or employees, is excess and not contributory insurance.

- 7.2.5. The Required Insurance policies may not obligate County to pay any portion of Subrecipient's deductible or Self Insurance Retention (SIR).
- 7.2.6. Subcontractors: Subrecipient must either (a) include all subcontractors as additional insureds under its Required Insurance policies, or (b) require each subcontractor to separately meet all Insurance Requirements and verify that each subcontractor has done so, Subrecipient must furnish, if requested by County, appropriate insurance certificates for each subcontractor. Subrecipient must obtain County's approval of any subcontractor request to modify the Insurance Requirements as to that subcontractor.
- 7.3. Notice of Cancellation:  
Subrecipient must notify County, within two (2) business days of Subrecipient's receipt of notice from an insurer, if any Required Insurance policy is suspended, voided, or cancelled for any reason. Notice must include the Pima County project or contract number and project description.
- 7.4. Verification of Coverage:
- 7.4.1. Subrecipient must furnish County with a certificate of insurance (valid ACORD form or equivalent approved by Pima County) for each Required Insurance policy, which must specify that the policy has all the required endorsements, and must include the Pima County project or contract number and project description. Each certificate must be signed by an authorized representative of the insurer.
- 7.4.2. County may at any time require Subrecipient to provide a complete copy of any Required Insurance policy or endorsement. Note: Subrecipients for larger projects must provide actual copies of the additional insured and subrogation endorsements.
- 7.4.3. Subrecipient must provide the certificates to County before work commences. Each Required Insurance policy must be in effect at least 10 days before work under this Agreement commences. Subrecipient must provide County a renewal certificate not less than 15 days prior to a Required Insurance policy's expiration date. Failure to maintain the Required Insurance policies, or to provide evidence of renewal, is a material breach of contract.
- 7.4.4. All insurance certificates must be sent directly to the appropriate County Department.
- 7.5. Approval and Modifications:  
The Pima County Risk Manager may modify the Insurance Requirements at any point during the Term of this Agreement. This can be done administratively, with written notice from the Risk Manager and does not require a formal amendment.

Neither the County's failure to obtain a required insurance certificate or endorsement, the County's failure to object to a non-complying insurance certificate or endorsement, nor the County's receipt of any other information from the Subrecipient, its insurance broker(s) and/or insurer(s), constitutes a waiver of any of the Insurance Requirements.

8. **Indemnification.** To the fullest extent permitted by law, Subrecipient will defend, indemnify, and hold harmless County and any related taxing district, and the officials and employees of each of them (collectively, "Indemnatee") 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 Indemnatee will, in all instances, except for Claims arising solely from the acts or omissions of the Indemnatee, 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.

9. **Laws and Regulations.**

- 9.1. Compliance with Laws. In addition to the specific requirements in **Exhibit D**, Subrecipient will comply with all federal, state, and local laws, rules, regulations, standards and Executive Orders and Subrecipient will require such compliance by other parties in any agreements it enters into relating to this Agreement.
- 9.2. Licensing. Subrecipient warrants that it is appropriately licensed to provide the services under this Agreement and that its subcontractors will be appropriately licensed.
- 9.3. Choice of Law; Venue. The laws and regulations of the State of Arizona govern the rights and obligations of the parties under this Agreement. Any action relating to this Agreement must be filed and maintained in the appropriate court of the State of Arizona in Pima County.
- 9.4. Domestic preferences for procurements. As specified in 2 C.F.R. § 200.322, as appropriate and to the extent consistent with law, Subrecipient will, to the greatest extent practicable under Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement and other manufactured products). The requirements of this section must be included in all sub-awards including all contracts and purchase orders for work or products under this award.

- 9.5. Telecom Prohibition. Subrecipient agrees to comply, as applicable, with requirements of the prohibition on certain telecommunications and video surveillance services or equipment as specified in 2 C.F.R. § 200.216.
- 9.6. Environmental Laws. Subrecipient will comply with all applicable standards, orders or regulations issued under the Clean Air Act (42 USC7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387) as amended (Contracts and subgrants in excess of \$150,000).
10. **Independent Contractor**. Subrecipient is an independent contractor. Neither Subrecipient, nor any of Subrecipient's officers, agents or employees will be considered an employee of Pima County for any purpose or be entitled to receive any employment-related benefits, or assert any protections, under the Pima County Merit System.
- 10.1. Subrecipient is responsible for paying all federal, state and local taxes on the compensation received by Subrecipient under this Agreement and will indemnify and hold County harmless from any and all liability that County may incur because of Subrecipient's failure to pay such taxes.
11. **Subrecipient Responsibilities**
- 11.1. Subrecipient is fully responsible for all acts and omissions of any subrecipients, and of persons directly or indirectly employed by any subrecipients, and of persons for whose acts any of them may be liable, to the same extent that the Subrecipient is responsible for the acts and omissions of its own employees. Nothing in this Agreement creates any obligation on the part of County to pay or see to the payment of any money due any subcontractor, except as may be required by law.
- 11.2. Subrecipient will not enter into any subawards for any services to be performed under this Agreement without County's prior written approval of the subaward. Subrecipient must follow all applicable Federal, State, and County rules and regulations for obtaining subrecipients.
- 11.3. Prior written approval is not required for the purchase of supplies that are necessary and incidental to Subrecipient's performance under this Agreement.
- 11.4. Subrecipient will be fully responsible for all acts and omissions of any subrecipient and of persons directly or indirectly employed by any subrecipient and of persons for whose acts, any of them, may be liable to the same extent that the Subrecipient is responsible for the acts and omissions of persons directly employed by it. Nothing in this Agreement will create any obligation on the part of County to pay or see to the payment of any money due any subrecipient, except as may be required by law.
- 11.5. Subrecipient must include the provisions set forth **EXHIBIT D** in all agreements between Subrecipient and its subrecipients providing goods or services pursuant to this Agreement. Subrecipient shall be responsible for subrecipients' compliance with the provisions and for any disallowances or withholding of reimbursements resulting from noncompliance of said subrecipients with the provisions.

12. **Non-Discrimination.** Subrecipient will comply with all provisions and requirements of Arizona Executive Order 2009-09, which is hereby incorporated into this Agreement, including flow-down of all provisions and requirements to any subcontractors. During the performance of this Agreement, Subrecipient will not discriminate against any employee, client or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin.
13. **Assignment.** Subrecipient may not assign its rights or obligations under this Agreement, in whole or in part, without the County's prior written approval. County may withhold approval at its sole discretion.
14. **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. **Full and Complete Performance.** The failure of either party to insist, in one or more instances, upon the other party's complete and satisfactory performance under this Agreement, or to take any action based on the other party's failure to completely and satisfactorily perform, is not a waiver of that party's right to insist upon complete and satisfactory performance, or compliance with any other covenant or condition in this Agreement, either in the past or in the future. The acceptance by either party of sums less than may be due and owing it at any time is not an accord and satisfaction.
16. **Cancellation for Conflict of Interest.** This Agreement is subject to cancellation for conflict of interest pursuant to A.R.S. § 38-511, the pertinent provisions of which are incorporated into this Agreement by reference.
17. **Termination by County.**
  - 17.1. Without Cause. County may terminate this Agreement at any time without cause by notifying Subrecipient, in writing, at least 30 days before the effective date of the termination. In the event of such termination, County's only obligation to Subrecipient will be payment for services rendered prior to the date of termination.
  - 17.2. With Cause. County may terminate this Agreement at any time without advance notice and without further obligation to County when County finds Subrecipient to be in default of any provision of this Agreement.
  - 17.3. 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 to pay for services rendered prior to termination.
18. **Notice.** Any notice required or permitted to be given under this Agreement must be in writing and be served by personal delivery or by certified mail upon the other party as follows:

157352 / 00952632 / v5

**County:**

Paula Perrera  
Director, Pima County Behavioral Health  
3950 S Country Club Rd.  
Tucson, AZ 85714

**Subrecipient:**

Ed Sakwa  
Chief Executive Officer, Emerge!  
2545 E Adams St.  
Tucson, AZ 85716

19. **Non-Exclusive Contract.** 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.
20. **Remedies.** Either party may pursue any remedies provided by law for the breach of this Agreement. No right or remedy is intended to be exclusive of any other right or remedy and each is cumulative and in addition to any other right or remedy existing at law or at equity or by virtue of this Agreement.
21. **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.
22. **Books and Records.** Subrecipient must 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, and any authorized federal, state or local agency, including, but not limited to, the U.S. Department of the Treasury and the Comptroller of the United States. In addition, Subrecipient will retain all records relating to this Agreement for at least seven (7) years after Subrecipient submits its single or last Expenditure Report 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 seven-year period, whichever is later.
23. **Public Records.**
  - 23.1. **Disclosure.** Pursuant to A.R.S. § 39-121 et seq., this Agreement and all documents related to this Agreement are public records. As such, those documents are subject to release and/or review by the general public upon request, including competitors.
  - 23.2. **Records Marked Confidential; Notice and Protective Order.** If Subrecipient reasonably believes that some of those records contain proprietary, trade-secret or otherwise-confidential information, Subrecipient must prominently mark those records "CONFIDENTIAL." In the event a public-records request is submitted to County for records marked CONFIDENTIAL, County will notify Subrecipient of the request as soon as reasonably possible. County will release the records 10 business days after the date of that notice, unless Subrecipient has, within that period, secured an appropriate order from a court of competent jurisdiction, enjoining the release of the records. County will not, under any circumstances, be responsible for securing such an order,

nor will County be in any way financially responsible for any costs associated with securing such an order.

**24. Other Documents.**

24.1. In entering into this Agreement, Subrecipient and County have relied upon information provided in the U.S. Treasury issued interim Final Rule for State, Territorial, Local, and Tribal Governments, FAQs and Reporting Guidance. All available for review at <http://home.treasury.gov/policy-issues/coronavirus/assistance>, which are incorporated into this Agreement 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.

**25. Legal Arizona Workers Act Compliance.**

- 25.1. Compliance with Immigration Laws. Subrecipient hereby warrants that it will at all times during the term of this Agreement comply with all federal immigration laws applicable to its employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Subrecipient will further ensure that each subcontractor who performs any work for Subrecipient under this Agreement likewise complies with the State and Federal Immigration Laws.
- 25.2. Books & Records. County has the right at any time to inspect the books and records of Subrecipient and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.
- 25.3. Remedies for Breach of Warranty. Any breach of Subrecipient's or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, is a material breach of this Agreement subjecting Subrecipient to penalties up to and including suspension or termination of this Agreement. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, Subrecipient will be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor, as soon as possible so as not to delay project completion. Any additional costs attributable directly or indirectly to such remedial action are the responsibility of Subrecipient.
- 25.4. Subcontractors. Subrecipient will advise each subcontractor of County's rights, and the subcontractor's obligations, under this Section by including a provision in each subcontract substantially in the following form:

"Subcontractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Subcontractor's employees, and with the requirements of A.R.S. § 23-



214 (A). Subcontractor further agrees that County may inspect the Subcontractor's books and records to ensure that Subcontractor is in compliance with these requirements. Any breach of this paragraph by Subcontractor is a material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract."

26. **Israel Boycott Certification.** Pursuant to A.R.S. § 35-393.01, if Subrecipient engages in for-profit activity and has 10 or more employees, and if this Agreement has a value of \$100,000.00 or more, Subrecipient certifies it is not currently engaged in, and agrees for the duration of this Agreement to not engage in, a boycott of goods or services from Israel. This certification does not apply to a boycott prohibited by 50 U.S.C. § 4842 or a regulation issued pursuant to 50 U.S.C. § 4842.
27. **Amendment.** The parties may modify, amend, alter or extend this Agreement only by a written amendment signed by the parties and, where applicable, by the Federal sponsoring agency, before any services under the amendment commences. Minor modifications may be made by written memorandum approved and signed by the Director of the Behavioral Health 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 County under this Agreement.
28. **Entire Agreement.** This document constitutes the entire Agreement between the parties pertaining to the subject matter it addresses, and this Agreement supersedes all prior or contemporaneous agreements and understandings, oral or written.

REMAINDER OF PAGE LEFT BLANK

This Agreement will become effective when all parties have signed it. The effective date of the Agreement will be the date this Agreement is signed by the last party (as indicated by the date associated with that party's signature).

**PIMA COUNTY**

**SUBRECIPIENT**

\_\_\_\_\_  
Chair, Board of Supervisors

\_\_\_\_\_  
Date

ATTEST

\_\_\_\_\_  
Clerk of the Board

\_\_\_\_\_  
Date

APPROVED AS TO FORM



\_\_\_\_\_  
Deputy County Attorney

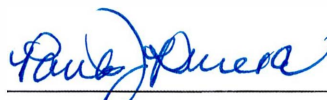
\_\_\_\_\_  
Stacey Roseberry  
Print DCA Name

  
Authorized Officer Signature


  
Printed Name and Title

  
Date

APPROVED AS TO CONTENT



\_\_\_\_\_  
Department Head

  
Date

## **EXHIBIT A**

### **Scope of Work**

#### **1. Project Title and Location:**

Renovations to the Emergency Shelter at Tucson Center for Women and Children, Inc. *dba* Emerge! Center Against Domestic Abuse Emergency Shelter for Women and Children ("the Facility").

Business Office:

Tucson Center for Women & Children, Inc.  
dba Emerge! Center Against Domestic Abuse  
2545 E. Adams Street  
Tucson, Arizona 85716

Project Location:

*Location is confidential by law to protect client confidentiality and safety.*

#### **2. Project Purpose:**

Renovate and expand the specialized emergency shelter for domestic violence survivors and their children. The renovation will increase the number of non-congregate living spaces at the shelter from 13 units up to 28 units. Each family living space will be a self-contained unit (bedroom, bathroom, and kitchenette), to provide a private healing space while mitigating the spread of COVID and other communicable illnesses.

**3. Design and Construction Responsibilities.** Subrecipient's contractor(s) shall construct Renovations to the Emergency Shelter (the "Project") in accordance with plan and specifications, and in compliance with the provisions of Title 34 of the Arizona Revised Statutes and all applicable building standards and codes. Subrecipient shall submit design plans and product specifications to County for review and approval.

#### **4. Construction.**

4.1. Subrecipient shall competitively bid the work and select the qualified bidder meeting specifications for each award in accordance with the requirements of the Title 34 of the Arizona Revised Statutes and in accordance with the Construction Schedule (as defined below). Subrecipient must obtain County approval of all procurement documents in the bid packages before bids are solicited.

4.2. Construction Schedule. Subrecipient shall be responsible for preparing a construction schedule (the "Construction Schedule") showing the anticipated timing and duration of each stage of construction, and the anticipated date of substantial completion. A preliminary Construction Schedule shall be provided by Subrecipient to County within thirty (30) days of execution of this Agreement. A final Construction Schedule shall be established and provided to the County within

thirty (30) days of award of the construction contract(s) by Subrecipient. The Construction Schedule may be combined with the Spending Plan described in Exhibit B.

5. **Utility Relocations.** Subrecipient shall be responsible for all utility relocations for the Project.
6. **Rights of Way and Construction Easements.** Subrecipient shall acquire by purchase all rights of way and construction easements necessary for the Project.
7. **Project Permits.** Subrecipient shall obtain any approval, permission or permits necessary for the Project. Permit costs, utility connections, and other related fees shall be considered Project costs.
8. **County Contribution.** Subrecipient shall acknowledge the County's contribution of Federal funds to the Project in a form approved by County. Examples of acceptable forms of recognition include, but are not limited to, signs, permanent plaques, opening ceremonies and press releases identifying the County as a source of funding for the Project.
9. **Monthly Progress Reports.** Each month, at the same time Subrecipient submits its expenditure report, it shall also submit a progress report (the "Progress Report"). If there are no expenditures for the preceding month, Subrecipient will still submit a Progress Report.
  - 9.1. Submittal of Reports. All reports will be submitted by email to:  
Molly Hilber  
[Molly.Hilber@pima.gov](mailto:Molly.Hilber@pima.gov)
  - 9.2. Delays. Subrecipient shall promptly notify the County at any time that Subrecipient becomes aware of a potential Project delay that may cause a deviation from the Spending Plan and/or the Construction Schedule.
  - 9.3. Final Report and Accounting. Within ninety (90) days after completion and final acceptance of Project by Subrecipient, Subrecipient shall submit to County:
    - 9.3.1.A final report describing the Project as constructed and summarizing its history (i.e., who designed, constructed, provided public art, finding sources, description of public participation, purpose and public benefit of the Project, etc.), along with photographs;
    - 9.3.2.A detailed final accounting statement of the funds expended on the Project.
  - 9.4. Form of Reports. Any reports to be submitted by Subrecipient to County shall be provided in a format acceptable to County.
10. **Ownership and Operation of Improvements.** Ownership and title to all materials, equipment and appurtenances installed pursuant to this Agreement shall automatically vest in Subrecipient. Subrecipient shall retain title to and operate the facility as an emergency shelter for survivors of domestic abuse and their children for a period of twenty-five (25)

157352 / 00952632 / v5

years following the completion of the Project. This provision will survive the termination of this Agreement. The following conditions apply to secure such performance:

10.1. Subrecipient shall:

- 10.1.1. Operate and maintain the Project improvements for its intended purposes for the benefit of the public;
  - 10.1.2. Insure the Project improvement (through either direct or self-insurance coverage);
  - 10.1.3. Maintain, repair and replace the Project improvements as needed;
  - 10.1.4. Make the Project improvements available to all the residents of Pima County without restriction or preference to jurisdiction of residence; and
  - 10.1.5. Ensure that any fee charged for the use of the Project improvements does not exceed the fee charged by the County for a similar purpose. This Section shall survive termination, cancellation, expiration or revocation, whether in whole or in part, of this Agreement.
- 10.2. In the event Subrecipient fails to adhere to this provision, Subrecipient will reimburse County for the total amount of funds provided by County for the Project.
- 10.3. Subrecipient shall execute a Deed of Trust contained in **Exhibit F** in the amount of \$1,000,000.00 to secure such performance.

**END OF EXHIBIT A**

# **EXHIBIT B** **Spending Plan**

## **PIMA COUNTY SPENDING PLAN REPORT REQUEST**

Spending Plan for the Period Beginning February 1, 2022 Through January 30, 2023

### **Exhibit B Spending Plan Report**

PLEASE SEND SPENDING PLAN REPORT TO THE ATTENTION OF:

AGENCY SPENDING PLAN REPORT IS FOR:

OFF. # 21.027

Fiscal Year

FY2022

Pima County Behavioral Health  
ATTN: Molly Hiber  
EMAIL: Molly.Hiber@pima.gov  
3990 S. Country Club Rd.  
Tucson, AZ 85714

Tucson Centers for Women  
and Children, Inc. Does  
Emergency Center Address  
Domestic Abuse

Submission Date 2/2/2021  
Program Name Renovations to Emergency Center

Agency Contract # CT-BH-22-208-00

### **APPROVED BUDGET & BILLING DETAILS 2/1/2021 - 1/30/2023**

PERSONNEL SERVICE	BUDGET NARRATIVE	BUDGET TOTAL	Document 1		Document 2		Document 3		TOTAL TO DATE	REMAINING TO BE SPENT
			Project Start	Project End	Project Start	Project End	Project Start	Project End		
			Due 30 Days after Contract Execution		Assigned by June 30, 2022		Assigned by October 31, 2022			
TOTAL PERSONNEL										
TRAVEL EXPENSE										
TOTAL TRAVEL										
PROFESSIONAL & OUTSIDE SVCS										
Construction		\$1,000,000.00			\$250,000					
Contractual										
TOTAL PROFESSIONAL & OUTSIDE SVCS										
OTHER OPERATING EXPENSE										
Office Supplies										
Equipment										
Advertising										
TOTAL OTHER OPERATING EXPENSE										
INDIRECT										
Indirect										
TOTAL INDIRECT										
TOTAL CONTRACT BILLING		1,000,000.00	250,000.00				250,000.00			

**END OF EXHIBIT B**

## **EXHIBIT C**

### **Subrecipient Core Documents**

All Subrecipients are required to submit the following agency core documents to the County within 30 days of approval of this Agreement:

1. Audited Financial Statement(s) (most current)
2. Single Audit (in accordance with per 2 CFR Part 200.331(f) and Part 200.501(a) Audit requirement(s). 2 CFR Part 200.501 Audit Requirements:
  - a. Non-Federal entities that expend \$750,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single or program-specific audit conducted for that year in accordance with the provisions of this part.
3. Organizational Charts
4. Chart of Accounts with Cost Centers
5. Internal Control Procedure(s) including but not limited to:
  - a. Procurement/Purchasing Policy(ies)
  - b. Procedure for budgeting grants
  - c. Personnel Policies
  - d. Drug-free Workplace Policy
  - e. Code of Conduct
  - f. Conflict of Interest
  - g. Whistle Blower Protection
  - h. Employee Travel
6. The following administrative and/or financial management procedures for administering federal grants including but not limited to:
  - a. Cost Allocation Plan
  - b. Cash Management Procedure(s)
  - c. Methodology for reporting accrued expenditures for Pima County contracts
  - d. Financial Management Systems
  - e. Determination of Allowable costs
  - f. Financial Reporting
  - g. Records Retention
7. Certificate of Insurance or Fidelity Bond for construction projects (if applicable)
8. Indirect Cost Rate (most current issued by your agency).  
Please note that per federal regulation at 2 CFR §200.331(4), Pima County will accept the following types of indirect cost rates:

- a. An approved federal recognized indirect cost rate negotiated between the Federal Government; or
- b. If no such rate exists, a de minimis indirect cost rate as defined in 2 CFR §200.414 Indirect (F&A) costs paragraph (f).

If additional documents are required, the Subrecipient will be notified by the respective County representative. Core documents may be submitted via email to [GMI\\_Development@pima.gov](mailto:GMI_Development@pima.gov) or via Surface Mail to Grants Management & Innovation, Development Division, 130 W. Congress, 3rd Floor, Tucson, Arizona 85701.

**END OF EXHIBIT C**



## EXHIBIT D

### SPECIAL CONDITIONS

#### U.S. DEPARTMENT OF THE TREASURY CORONAVIRUS STATE & LOCAL FISCAL RECOVERY FUND AWARD TERMS AND CONDITIONS

**1. Use of Funds.**

- a. Subrecipient understands and agrees that the funds disbursed under this award may only be used in compliance with section 603(c) of the Social Security Act (the Act), Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
- b. Subrecipient will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project.

**2. Reporting.** Subrecipient agrees to comply with any reporting obligations established by this Agreement. Reporting requirements will survive expiration or termination of this Agreement, even beyond period of performance.

**3. Maintenance of and Access to Records.**

- a. Subrecipient shall maintain records and financial documents sufficient to evidence compliance with section 602(c) of the Act, Treasury's regulations implementing that section and guidance issued by Treasury regarding the foregoing.
- b. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Subrecipient in order to conduct audits or other investigations.
- c. Records shall be maintained by Subrecipient for a period of five (5) years after all funds have been expended or returned to Treasury, whichever is later.

**4. Pre-award Costs.** Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from this award.

**5. Administrative Costs.** Subrecipient may use funds provided under this award to cover both direct and indirect costs.

**6. Cost Sharing and matching.** Funding is contingent on Subrecipient securing written commitment from City of Tucson for funds in an amount matching the County's commitment.

7. **Conflicts of Interest.** Subrecipient understands and agrees it must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict of interest policy is applicable to each activity funded under this award. Subrecipients must disclose in writing to Treasury or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112.

8. **Compliance with Applicable Law and Regulations**

- a. Federal regulations applicable to this award include, without limitation, the following:
- i. Requirements of section 602 of the Act, regulations adopted by Treasury pursuant to section 603(f) of the Act, and guidance issued by Treasury regarding the foregoing.
  - ii. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.
  - iii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
  - iv. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
  - v. OMG Guidelines to Agencies on Government-wide Debarment and Suspension (Non-procurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.
  - vi. Subrecipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
  - vii. Government-wide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
  - viii. New Restrictions on Lobbying, 31 C.F.R. Part 21.

- ix. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.
  - x. Generally applicable federal environmental laws and regulations.
- b. Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:
- i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;
  - ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
  - iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §§ 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
  - iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
  - v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.
  - vi. See § 200.323, **Procurement of recovered materials**.
  - vii. See § 200.216, **Prohibition on certain telecommunications and video surveillance services or equipment**.
  - viii. See § 200.322, **Domestic preference for procurements**.
  - ix. Compliance with **1933 Buy American Act requirements** if applicable.

9. **Remedial Actions.** In the event of Subrecipient's noncompliance with section 603 of the Act, other applicable laws, Treasury's implementing regulations, guidance, or any reporting or other program requirements, Treasury may impose additional conditions on the receipt of a subsequent tranche of future award funds, if any, or take other available remedies as set forth in 2 C.F.R. § 200.339. In the case of a violation of section 603(c) of

the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in section 603(e) of the Act.

10. **Hatch Act.** Subrecipient agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328, which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.
11. **False Statements.** Subrecipient understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.
12. **Publications.** Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of Subrecipient] by the U.S. Department of the Treasury.
13. **Disclaimer.**
  - a. The United States expressly disclaims any and all responsibility or liability to Subrecipient or third persons for the actions of Subrecipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any contract, or subcontract under this award.
  - b. The acceptance of this award by Subrecipient does not in any way establish an agency relationship between the United States and Subrecipient.
14. **Protections for Whistleblowers.**
  - a. In accordance with 41 U.S.C. § 4712, Subrecipient may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonable believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal Agreement or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal Agreement (including the competition for or negotiation of a contract) or grant.
  - b. The list of persons and entities referenced in the paragraph above includes the following:
    - i. A member of Congress or a representative of a committee of Congress;
    - ii. An Inspector General;
    - iii. The Government Accountability Office;

- iv. A Treasury employee responsible for contract or grant oversight or management;
- v. An authorized official of the Department of Justice or other law enforcement agency;
- vi. A court or grand jury; or
- vii. A management official or other employee of Subrecipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.

c. Subrecipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

15. **Increasing Seat Belt Use in the United States.** Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Subrecipient should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.
16. **Reducing Text Messaging While Driving.** Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Subrecipient should encourage its employees and contractors to adopt and enforce policies that ban text messaging while driving, and Subrecipient should establish workplace safety policies to decrease accidents caused by distracted drivers.
17. **Equal Employment Opportunity.** Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60–1.3 must include the equal opportunity clause provided under 41 CFR 60–1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964–1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”
18. **Davis–Bacon Act,** as amended (40 U.S.C. 3141–3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis–Bacon Act (40 U.S.C. 3141–3144, and 3146–3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or

in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

19. **Contract Work Hours and Safety Standards Act** (40 U.S.C. 3701–3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
20. **Rights to Inventions Made Under a Contract or Agreement.** If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.
21. **Clean Air Act** (42 U.S.C. 7401–7671q.) and the **Federal Water Pollution Control Act** (33 U.S.C. 1251–1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
22. **Debarment and Suspension** (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the system for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

23. **Byrd Anti-Lobbying Amendment** (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

**END OF EXHIBIT D**

**Subrecipient will submit monthly financial reports for reconciliation or advanced funds using the following reporting template:**

[illegible]

**END OF EXHIBIT E**



## EXHIBIT F

When recorded, return to:

Pima County Department of Behavioral Health  
3950 S. Country Club Rd. STE 3240  
Tucson, AZ 85714

### PERFORMANCE DEED OF TRUST

**DATE:** \_\_\_\_\_, 2022

**TRUSTOR:** Tucson Center for Women & Children, Inc. dba. Emerge! Center Against Domestic Abuse, a non-profit corporation registered to do business in the State of Arizona, whose mailing address is:

2545 East Adams Street  
Tucson, Arizona 85645-9997

**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  
Attention Pima County Department of Behavioral Health  
3950 S. Country Club Rd. STE 3240  
Tucson, AZ 85714

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

Street Address:  
Address is confidential to protect the privacy and safety of those receiving services.  
*Confidential Location*

Legal Description:

Arizona Tax Parcel:

**1. Parties.** This Deed of Trust is 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 2 above is for the purpose of securing all of the following:
  - 3.1. Performance of the terms of the Pima County American Rescue Plan Act- Coronavirus State & Local Fiscal Recovery Funds ("ARPA CLFRF") Federal Financial Assistance Subaward agreement, Pima County Contract No. CT-BH-22-208-00 between Beneficiary and Trustor (the "*Subaward Agreement*");
  - 3.2. ARPA CLFRF funds in the amount of \$1,000,000.00 (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 *Subaward Agreement* and this Performance Deed of Trust; and
  - 3.3. Trustor's obligation pursuant to Exhibit A – Scope of Work, Paragraph 10 of the *Subaward Agreement* to retain title to and operate the property as a facility that provides services for temporary shelter and associated services to homeless or about to become homeless, women who are victims of domestic violence and their children for a period of twenty-five (25) years following the completion of the facility improvements set forth in the *Subaward 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 *Subaward 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 *Subaward Agreement*, Beneficiary or Trustee may seek to enforce such obligations and may have no adequate remedy in money damages and, accordingly, shall be entitled to an injunction against such breach or threatened breach, and Trustor hereby consents to an order permanently enjoining Trustor from violating the *Subaward Agreement* during the term of this 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.
- 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:

**Tucson Center for Women & Children, Inc. dba. Emerge! Center Against Domestic Abuse**  
an Arizona non-profit corporation

By: \_\_\_\_\_

Title: \_\_\_\_\_

State of Arizona       )  
                                  ) ss.  
County of Pima       )

This instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2022, by,  
\_\_\_\_\_ as \_\_\_\_\_ of **Tucson Center for Women  
& Children, Inc. dba. Emerge! Center Against Domestic Abuse** an Arizona non-profit  
corporation.

\_\_\_\_\_ Notary Public

My commission will expire: \_\_\_\_\_

ACCEPTED AND APPROVED BY:

\_\_\_\_\_  
Director, Pima County Behavioral Health Department

**END OF EXHIBIT F**