



Contract Number: CT-CD-14 \* 377  
Effective Date: 7-1-13  
Term Date: 6-30-14  
Cost: \$103,412  
Revenue: \_\_\_\_\_  
Total: \_\_\_\_\_ NTE: \_\_\_\_\_  
Renewal By: \_\_\_\_\_ Action: 4-1-14  
Term: 6-30-14  
Reviewed by: [Signature]

## **BOARD OF SUPERVISORS AGENDA ITEM SUMMARY**

Requested Board Meeting Date: April 15, 2014

### **ITEM SUMMARY, JUSTIFICATION &/or SPECIAL CONSIDERATIONS:**

Authorization of contract CT-CD 14000000000000000377 between Salvation Army of Tucson and Pima County Community Development and Neighborhood Conservation Department (CDNC) to approve the Contract award for \$103,412.00 for Supportive Housing Program Renewal Agreement costs covered by the grant made available by HUD funds. Due to the delays around the Federal sequestration and the government shut down, HUD has been extremely late in issuing grant award documents. The grant award for this contract was not issued by HUD until December 24, 2013. Due to the fact that the Salvation Army headquarters is out of state, the subsequent agency legal review, approval, and submittal to Pima County necessitated an additional 4 months to complete.

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CONTRACT NUMBER (If applicable): 14000000000000000377

### **STAFF RECOMMENDATION(S):**

Staff recommends approval by the Board of Supervisors

CORPORATE HEADQUARTERS: Tucson, Arizona

Page 1 of 2

Var 1  
Vendor 1  
Tgs - 19  
To: CoB - 4-7-14  
Agenda 4-15-14  
(2)

CLERK OF BOARD USE ONLY: BOS MTG. \_\_\_\_\_

ITEM NO. \_\_\_\_\_

PIMA COUNTY COST: 103,412.00 and/or REVENUE TO PIMA COUNTY:\$

FUNDING SOURCE(S): SHP/Federal – HUD

(i.e. General Fund, State Grant Fund, Federal Fund, Stadium D. Fund, etc.)

**Advertised Public Hearing:**

		YES	X	NO
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**Board of Supervisors District:**

1		2		3		4		5		All	XX
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**IMPACT:**

**IF APPROVED:**

County shall authorize contract CT-CD 1400000000000000377 between Salvation Army of Tucson and Pima County Community Development and Neighborhood Conservation Department (CDNC) to approve the Contract award for \$103,412.00 for Supportive Housing Program Renewal Agreement costs covered by the grant made available by HUD funds. Due to the delays around the Federal sequestration and the government shut down, HUD has been extremely late in issuing grant award documents. The grant award for this contract was not issued by HUD until December 24, 2013. Due to the fact that the Salvation Army headquarters is out of state, the subsequent agency legal review, approval, and submittal to Pima County necessitated an additional 4 months to complete.

**IF DENIED:**

County shall not authorize contract CT-CD 1400000000000000377 between Salvation Army of Tucson and Pima County Community Development and Neighborhood Conservation Department (CDNC) to approve the Contract award for \$103,412.00 for Supportive Housing Program Renewal Agreement costs covered by the grant made available by HUD funds. Due to the delays around the Federal sequestration and the government shut down, HUD has been extremely late in issuing grant award documents. The grant award for this contract was not issued by HUD until December 24, 2013. Due to the fact that the Salvation Army headquarters is out of state, the subsequent agency legal review, approval, and submittal to Pima County necessitated an additional 4 months to complete.

DEPARTMENT NAME: Community Development and Neighborhood Conservation

CONTACT PERSON: Ana Durazo TELEPHONE NO.: 243-6750

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

**PROJECT:** CASA for Families II – Supportive  
Housing Program Renewal Agreement

**CONTRACTOR:** Salvation Army of Tucson

**AMOUNT:** \$103,412.00

**FUNDING:** Supportive Housing Program (SHP)

**CONTRACT**

**NO.** CT-CD-14000000000000000000377

**AMENDMENT NO.** \_\_\_\_\_

This number must appear on all  
invoices, correspondence and  
documents pertaining to this  
contract.

(STAMP HERE)

**General Services Contract**

THIS CONTRACT entered into by and between Pima County, a body politic and corporate of the State of Arizona ("County") and the Salvation Army of ~~Tucson~~<sup>California</sup>, a non-profit corporation, ("Sponsor").

**WITNESSETH**

WHEREAS, on December 28, 2012, County submitted an application to the Department of Housing and Urban Development ("HUD") for renewal of the CASA for Families II Supportive Housing Program ("SHP") Renewal Grant; and

WHEREAS, the CASA for Families II Supportive Housing Program provides housing to families comprised of at least one adult and one child; and

WHEREAS, HUD awarded County a SHP renewal grant in the amount of \$664,496.00 for fiscal year 2013-2014; and

WHEREAS, in order to accept the SHP funds, County entered into a SHP Renewal Grant Agreement with HUD (Pima County Contract No. GTAW 1400000000000000004); and

WHEREAS, the SHP Renewal Grant Agreement requires that SHP funds transitional housing and supportive services to homeless families in Pima County be provided by qualified non-profit or government entities; and

WHEREAS, Sponsor, was one of the entities found qualified to provide SHP-funded transitional housing and support services to homeless families in Pima County; and

WHEREAS, Sponsor has agreed to provide transitional housing and supportive services in accordance with SHP Grant regulations and the terms of this Contract; and

WHEREAS, County will provide SHP funds in the amount of \$103,412.00 to the Sponsor for transitional housing and supportive services for FY 2013-14.

NOW, THEREFORE, the parties agree as follows:

### **ARTICLE I - TERM AND EXTENSION/RENEWAL/CHANGES**

- A. This Contract shall commence on July 1, 2013 and shall terminate on June 30, 2014, unless sooner terminated or further extended pursuant to the provisions of this Contract. County shall have the sole discretion to extend this Contract for up to one (1) additional one year period or any portion thereof. Any modification of the terms and conditions, including extension of the Contract termination date, shall be by formal written amendment executed by the Sponsor and the Pima County Board of Supervisors.
- B. Amendments to this Contract must be approved by the Board of Supervisors before any work or deliveries under the Amendment commences.

### **ARTICLE II – SCOPE OF WORK**

#### **A. PURPOSE:**

- 1. This Contract establishes the terms and conditions under which Sponsor will provide transitional housing and supportive services to a minimum of six (6) homeless families in Pima County as set forth below.
- 2. A “family” is comprised of at least one adult and one child.
- 3. “Transitional housing” is defined as: housing, the purpose of which is to facilitate the movement of homeless individuals and families to permanent housing within 24 months or such longer period as the Secretary [of HUD] determines necessary. 42 U.S.C. §11384(b).
- 4. “Supportive services” may include such activities as (A) establishing and operating a child care services program for homeless families, (B) establishing and operating an employment assistance program, (C) providing outpatient health services, food, and case management, (D) providing assistance in obtaining permanent housing, employment counseling, and nutritional counseling, (E) providing security arrangements necessary for the protection of residents of supportive housing and for homeless persons using the housing or project, (F) providing assistance in obtaining other Federal, State, and local assistance available for such residents (including mental health benefits, employment counseling, and medical assistance, but not including major medical equipment), and (G) providing other appropriate services. 42 U.S.C. §11385(c).

#### **B. SPONSOR SHALL:**

- 1. Provide transitional housing and supportive services to a minimum of six (6) homeless families in Pima County.
- 2. Comply with Supportive Housing Program Regulations set forth in 24 CFR Part 578, attached as **Exhibit A**, and all other applicable federal law and regulations. Any

amendments to these regulations shall automatically apply, without need of a contract amendment, as if set forth in full herein.

3. Ensure that the families assisted with SHP funds under this Contract:
  - a. Are homeless, as defined in 24 C.F.R. §578; and
  - b. Have at least one adult family member that is either employed or actively enrolled in vocational training during all times in which SHP services are being provided.
4. Provide transitional housing by making lease payments on behalf of the homeless family. The following conditions apply to such payments:
  - a. The housing must meet all applicable state and local code requirements at all times.
  - b. Lease payments must be made directly to the landlord, no SHP funds may be provided directly to an individual receiving SHP assistance;
  - c. Lease payments for any one family may not be made for longer than 24 months; and
  - d. Sponsor must establish a case management plan upon intake and update and implement such plan as long as SHP assistance is being provided.
  - e. Sponsor shall conduct inspection of each rental unit for compliance with housing quality standards as required under 24 CFR Part 578.75(b).
5. Provide supportive services to the families receiving transitional housing as follows:
  - a. **Case Management.** Employ at least one case manager positions (1.0 FTE). A case manager shall:
    - i. Perform the case management duties set forth in **Exhibit B**;
    - ii. Develop case management plans for each family admitted into this SHP program; and
    - iii. Work closely with the Jackson Employment Center to ensure that adult members of each family receive necessary employment training.
  - b. **Health-related and home health services.** Provide the participating families with the education and counseling necessary to promote self-sufficiency and independent living. Topics covered must include, but are not limited to:
    - i. Home and money management;
    - ii. Smart and thrifty shopping;
    - iii. Nutrition;
    - iv. Health and safety; and,
    - v. Drug and alcohol abuse.



- c. **Transitional living services.** Provide the participating families with the transitional living services necessary to assist in a safe and sanitary living environment. Services may include, but are not limited to:
    - i. Payment of first and last month's rent and/or security deposits for moving into a permanent residence;
    - ii. Furniture or vouchers to purchase furniture;
    - iii. Grocery store or discount retail store vouchers for food or clothing needs; and,
    - iv. Household items (such as pots and pans, linens, cleaning agents) or vouchers to purchase such items.
  - d. **Transportation.** Provide the participating families with transportation necessary to ensure access to education, employment and/or health care. Transportation may include:
    - i. Bus passes;
    - ii. Gas vouchers;
    - iii. Minor car repair; or,
    - iv. Other transportation, if required under the circumstances.
6. Provide at least \$25,853.00 in eligible matching funds to match 25% of the total Supportive Services allocation. Additional conditions include, but are not limited to:
- a. Matching funds provided by Sponsor must comply with 24 CFR Part 578.73.
  - b. Funds used to match a previous SHP grant may not be used to match a subsequent grant award.
  - c. Sponsor must provide a list of matching funds to County with each draw-down of SHP funds.
7. Maintain proper and complete books, records and accounts pertaining to the SHP grant and the families receiving services pursuant to this Contract. Records must be made readily available to duly authorized representative of County for inspection, monitoring or audit at any time during normal business hours. Records for each family must include:
- a. Accurate and timely data in the Homeless Management Information System ("HMIS") developed and implemented for Pima County;
  - b. Copies of all leases for which payments have been made;
  - c. A final summary of the leasing costs for the duration of the participant's tenure in SHP;
  - d. All data required for the County's Annual Progress Report; and
  - e. Any other information necessary to meet other reporting requirements.
8. Maintain client confidentiality in records, data collection and service provision in compliance with 24 CFR Part 578.57 and the HMIS Policy and Protocols.

**C. PERFORMANCE REQUIREMENTS.** Sponsor warrants and certifies that:

1. Sponsor qualifies as a private nonprofit organization defined as a secular or faith-based organization as described in § 501(c)(3) of Internal Revenue Code and that Sponsor will maintain this status throughout the term of this Contract; and
2. All activities undertaken by Sponsor pursuant to this Contract shall be eligible activities under the Supportive Housing Program, 24 CFR Part 578 and shall conform to the CASA for Families II SHP Renewal Application submitted by County; and,
3. To the best of its ability, Sponsor will perform the work in accordance with the terms of this Contract, including **Exhibit C – Special Agency Conditions**. Sponsor shall employ suitably skilled personnel to perform all services under this Contract.

**ARTICLE III – PAYMENT**

- A. This is a cost reimbursement Contract. SHP funds have been allocated for this project under the CASA for Families II – Supportive Housing Program Renewal Agreement. In consideration of the performance of services specified in this Contract, County agrees to reimburse Sponsor for eligible expenses incurred pursuant to this Contract as follows:

1. Services will be reimbursed pursuant to the following budget:

**Budget**

Activity	Amount Allocated (\$)
Rental Assistance	\$61,728.00
Supportive Services	\$38,285.00
Administration @ 2.5% of grant award	\$3,398.00
<b>TOTAL</b>	<b>\$ 103,412.00</b>

2. Payments by County will not exceed **\$103,412.00**. No funds from any source other than SHP funds will be expended or advanced by County for performance of activities under this Contract.
3. Reimbursement for gasoline expenses for case managers may not exceed 44.5 cents per mile. Total reimbursement for case managers' gas mileage may not exceed \$500.00.
4. The work under this Contract must be performed to the satisfaction of County. County shall review the reports for compliance with the Scope of Work and the Budget set forth herein and shall determine the acceptability and progress of the work and the amounts to be paid to Sponsor.
5. Payments made by County will be reconciled with actual costs incurred prior to final payment, or through subsequent audit. If payments received by Sponsor from County exceed actual costs, Sponsor shall refund the excess County.

- B. Requests for payment by Sponsor shall include all claims and invoices of every kind and nature against County arising under this Contract or any provision thereof. Sponsor shall submit monthly requests for payment no more than thirty (30) calendar days following the expenditure month.
- C. All requests for payments shall be on the form set forth in **Exhibit D**. Each monthly request for funds shall include:
  - 1. Copies of general ledger statements to support invoiced personnel and administrative costs.
  - 2. Copies of general ledgers to support all purchased goods or services.
- D. Quarterly requests for funds are due September, December, March, and June of the Contract year and shall include the following:
  - 1. Copies of time sheets to support ledger statements for invoiced personnel and administrative costs, but only for the month prior to the month in which the report is due.
  - 2. Copies of receipts and/or checks (front and back) to support general ledger statements for all purchased goods and/or services, but only for the month prior to the month in which the report is due.
- E. Sponsor shall not be entitled to, and shall forfeit, payment of any expenses not submitted to County within the following timeframes:
  - 1. No later than September 25<sup>th</sup> for expenses incurred in July;
  - 2. Within sixty (60) days after the end of the month in which the expenses were incurred in the months of August through March;
  - 3. No later than June 14<sup>th</sup> for expenses incurred in April and May; and,
  - 4. No later than July 9<sup>th</sup> for expenses incurred in June.
- F. County may deduct, from any amount due Sponsor, its processing costs or delay-related damages in connection with a request for payment submitted after the deadline in Article III, Section B, but before the forfeiture deadline in Section E.
- G. Payment will generally occur thirty (30) days from the date the submission is received by the Pima County Finance Department. Sponsor should budget its cash needs accordingly.
- H. Sponsor may not bill the County for costs that are paid by another source. Sponsor must notify the County within ten (10) days of notification or receipt of alternative funding for costs which would otherwise be subject to payment pursuant to this Contract.



#### **ARTICLE IV - INSURANCE**

- A. Sponsor shall obtain and maintain at its own expense, during the entire term of this Contract the following type(s) and amounts of insurance:
1. Commercial General Liability in the amount of \$2,000,000.00 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 Sponsor;
  2. 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;
  3. If this Contract involves professional services, professional liability insurance in the amount of \$1,000,000.00; and,
  4. If required by law, workers' compensation coverage including employees' liability coverage.
- B. Sponsor shall 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 V - INDEMNIFICATION**

- A. Sponsor shall indemnify, defend, and hold harmless County, its officers, employees and agents from and against any and all suits, actions, legal administrative proceedings, claims or demands and costs attendant thereto, arising out of any act, omission, fault or negligence by the Sponsor, its agents, employees or anyone under its direction or control or on its behalf in connection with performance of this Contract.
- B. Sponsor warrants that all products and services provided under this contract are non-infringing. Sponsor will indemnify, defend 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 VI - COMPLIANCE WITH LAWS**

Sponsor shall comply with all federal, state, and local laws, rules, regulations, standards and Executive Orders, without limitation to those designated within this Contract. The laws and regulations of the State of Arizona shall govern the rights of the parties, the performance of this Contract, and any disputes hereunder. Any action relating to this Contract shall be brought in a court of the State of Arizona in Pima County. Any changes in the governing laws, rules, and regulations

during the terms of this Contract shall apply, but do not require an amendment.

#### **ARTICLE VII - INDEPENDENT CONTRACTOR**

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

#### **ARTICLE VIII - SUBCONTRACTOR**

Sponsor will be fully responsible for all acts and omissions of any subcontractor and of persons directly or indirectly employed by any subcontractor and of persons for whose acts any of them may be liable to the same extent that the Sponsor is responsible for the acts and omissions of persons directly employed by it. Nothing in this Contract shall create any obligation on the part of County to pay or see to the payment of any money due any subcontractor, except as may be required by law.

#### **ARTICLE IX – ASSIGNMENT**

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

#### **ARTICLE X - NON-DISCRIMINATION**

Contractor agrees to comply with all provisions and requirements of Arizona Executive Order 2009-09 **including flow down of all provisions and requirements to any subcontractors**. Executive Order 2009-09 supersedes Executive order 99-4 and amends Executive order 75-5 and may be viewed and downloaded at the Governor of the State of Arizona's website:

[http://www.azgovernor.gov/dms/upload/EO\\_2009\\_09.pdf](http://www.azgovernor.gov/dms/upload/EO_2009_09.pdf)

These orders are hereby incorporated into this contract as if set forth in full herein. During the performance of this contract, Contractor shall 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 XI - AMERICANS WITH DISABILITIES ACT**

Sponsor shall 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 XII - AUTHORITY TO CONTRACT**

Sponsor 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 shall not be liable to Sponsor or any third party by reason of such determination or by reason of this Contract.

## **ARTICLE XIII - FULL AND COMPLETE PERFORMANCE**

The failure of either party to insist on one or more instances upon the full and complete performance with 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, shall not be construed as a waiver or relinquishment of the right to insist upon full and complete performance of the same, or any other covenant or condition, either in the past or in the future. The acceptance by either party of sums less than may be due and owing it at any time shall not be construed as an accord and satisfaction.

## **ARTICLE XIV - 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 XV - TERMINATION**

- A. County reserves the right to terminate this Contract at any time and without cause by serving upon Sponsor 30 days advance written notice of such intent to terminate. In the event of such termination, the County's only obligation to Sponsor shall be payment for services rendered prior to the date of termination.
- B. Notwithstanding Paragraph A above, if any state or federal grant monies used to pay for performance under this Contract are either reduced or withdrawn, County shall have the right to either reduce the services to be provided and the total dollar amount payable under this Contract or terminate the Contract. To the extent possible, County will endeavor to provide fifteen (15) days written notice of such reduction or termination. In the event of a reduction in the amount payable, County shall not be liable to Contractor for more than the reduced amount. In the event of a termination under this paragraph, County's only obligation to Sponsor shall be payment for services rendered prior to the date of termination to the extent that grant funds are available.
- C. This Contract may be terminated at any time without advance notice and without further obligation to the County when the Sponsor is found by County to be in default of any provision of this Contract.
- D. 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 shall have no further obligation to Sponsor, other than to pay for services rendered prior to termination.

- E. County reserves the right to suspend Sponsor's performance and payments under this Contract immediately upon notice delivered to contractor's designated agent in order to investigate Sponsor's activities and compliance with this Contract. In the event of an investigation by County, Sponsor shall cooperate fully and provide all requested information and documentation. At the conclusion of the investigation, or within forty-five (45) days, whichever is sooner, Sponsor will be notified in writing that the contract will be immediately terminated or that performance may be resumed.

#### **ARTICLE XVI – NOTICE**

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

**PIMA COUNTY:**

Margaret Kish, Director  
Community Development and  
Neighborhood Conservation Dept.  
Kino Service Center  
2797 East Ajo Way 3rd Floor  
Tucson, Arizona 85713

**SPONSOR:**

Kim Marie Ward, Director Social Services  
The Salvation Army of Tucson  
1001 North Richey Boulevard  
Tucson, Arizona 85716

#### **ARTICLE XVII - NON-EXCLUSIVE CONTRACT**

Sponsor 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 XVIII - OTHER DOCUMENTS**

- A. The applicable provisions of the Supportive Housing Program found at 24 CFR Part 583 are incorporated into and made part of this Contract as if set forth in full herein.
- B. To the extent of any inconsistency among the Contract documents, the requirements of the Supportive Housing Program and Special Agency Conditions shall govern, except as otherwise required by law.

#### **ARTICLE XIX – 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 shall be cumulative and in addition to any other right or remedy existing at law or at equity or by virtue of this Contract.



## **ARTICLE XX – SEVERABILITY**

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

## **ARTICLE XXI - BOOKS AND RECORDS**

Sponsor shall keep and maintain proper and complete books, records and accounts, which shall be open at all reasonable times for inspection and audit by duly authorized representatives of County. In addition, Sponsor shall retain all records relating to this Contract at least 5 years after its termination or cancellation or, if later, until any related pending proceeding or litigation has been closed.

## **ARTICLE XXII- PUBLIC INFORMATION**

- A. Pursuant to A.R.S. § 39-121 et seq., and A.R.S. § 34-603(G) 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.
- B. Any records submitted in response to this solicitation that respondent believes constitute proprietary, trade secret or otherwise confidential information must be appropriately and prominently marked as CONFIDENTIAL by respondent prior to the close of the solicitation.
- C. 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 shall release records marked CONFIDENTIAL ten (10) business days after the date of notice to the respondent of the request for release, unless respondent 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 shall not be counted in the time calculation. Respondent shall be notified of any request for such release on the same day of the request for public release or as soon thereafter as practicable.
- D. County shall not, under any circumstances, be responsible for securing a protective order or other relief enjoining the release of records marked CONFIDENTIAL, nor shall County be in any way financially responsible for any costs associated with securing such an order.

## **ARTICLE XXIII – LEGAL ARIZONA WORKERS ACT COMPLIANCE**

- A. Sponsor hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to Sponsor's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration

Laws"). Sponsor shall further ensure that each subcontractor who performs any work for Sponsor under this contract likewise complies with the State and Federal Immigration Laws.

- B. County shall have the right at any time to inspect the books and records of Sponsor and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.
- C. Any breach of Sponsor's or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, shall be deemed to be a material breach of this Contract subjecting Sponsor 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, Sponsor shall 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.
- D. Sponsor shall 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 will be deemed to be a material breach of this contract subjecting SUBCONTRACTOR to penalties up to and including suspension or termination of this contract."

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

#### **ARTICLE XXIV – SCRUTINIZED BUSINESS OPERATIONS**

Pursuant to A.R.S. §§ 35-391.06 and 393.06, Sponsor hereby certifies that it does not have scrutinized business operations in Iran or Sudan. The submission of a false certification by Sponsor may result in action up to and including termination of this contract.

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## ARTICLE XXV – ELIGIBILITY FOR PUBLIC BENEFITS

Sponsor shall comply with the provisions of A.R.S. §§1-501 and 1-502 regarding public benefits, which are hereby incorporated as provisions of this Contract to the extent such provisions are applicable.

## ARTICLE XXVI - 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 THEREOF, the parties have affixed their signatures to this Contract on the date written below.

### **PIMA COUNTY**

\_\_\_\_\_  
Procurement Director

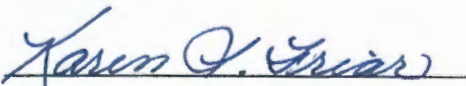
\_\_\_\_\_  
Date

APPROVED AS TO CONTENT

  
\_\_\_\_\_  
Margaret Kish, Director,  
Community Development & Neighborhood Conservation Department

12/27/2013  
\_\_\_\_\_  
Date

APPROVED AS TO FORM

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

**The Salvation Army, a California corporation**

### **SPONSOR**

  
\_\_\_\_\_  
Authorized Officer Signature

VICTOR R. DOUGHTY Treasurer  
\_\_\_\_\_  
Printed Name and Title

 JAN - 9 2014  
\_\_\_\_\_  
Date Michael J. Woodruff

**EXHIBIT A**

**Codified Supportive Housing Program Regulation**

**24 CFR PART 578- Homeless Emergency Assistance and Rapid Transition to Housing:  
Continuum of Care Program; Interim Final Rule**



## THE SALVATION ARMY TUCSON JOB DESCRIPTION

**POSITION:** Case Manager I  
**LOCATION:** Hospitality House  
**SUPERVISOR:** Case Manager II, Director  
**HOURS:** 40 Hours per week

### QUALIFICATIONS:

- \* One year college course work in social services or one year direct social services experience
- \* Valid Arizona Drivers License

**PURPOSE:** To provide case management and supportive services to clients, maintaining smooth & efficient office & client service operations.

### RESPONSIBILITIES:

1. Perform intake interviews, providing reliable & dependable services to clients.
2. Complete detailed files for all clients assisted, including profiles & social histories.
3. Maintain case load of up to 18 households at one time.
4. Verify client employment, expenses, housing status as needed.
5. Maintain client files, including ESN check & entries.
6. Provide case plans for clients, including budgets, expenditure accounting, referrals, & target goals, leading clients to self-sufficiency.
7. Attend all relevant training seminars as directed.
8. Home visits for clients as needed & directed.
9. Resolve client grievances following proper channels & procedures.
10. Maintain all DES and HUD standards and guidelines to specifications.
11. Responsible for fee collection from clients and gift card distribution in accountable manner.
12. Provide office, clerical, phone and statistical support as needed upon absence of staff.
13. Attend all staff meetings.
14. Other duties as assigned by supervisor as it relates to the position of Case Manager I.

This is to verify that I have read and understand what is expected of me as an employee of The Salvation Army, and will perform my duties to the best of my abilities.

## **EXHIBIT C**

### **SPECIAL AGENCY CONDITIONS**

#### **A. MODIFICATION:**

Modifications may be made to this Contract in accordance with the following provisions:

- 1) All modifications shall be in writing and shall conform to applicable law, Federal and State regulations and COUNTY policies and directives. Approval of modifications is at the sole discretion of COUNTY.
- 2) Major modifications shall be by written amendment signed by both parties. Major modifications include any which do the following:
  - a) Change the purpose of the Contract;
  - b) Increase or decrease the compensation provided for in the Contract;
  - c) Change the term of the Contract;
  - d) Change the scope or assurances of the Contract;
  - e) Change any section of the Contract other than the Scope of Work or budget;
  - f) Any change that is not a minor modification as described below.
- 3) Minor modifications may be made by written memorandum approved and signed by the Director of the Pima County Community Development and Neighborhood Conservation Department (Department Director).

Minor modifications are changes in the scope of work or budget, which do not change the purpose or total compensation of this Contract and do not in any way increase the direct or indirect liability of the COUNTY under this Contract.

Minor modifications include changes between budget line items totaling less than 10% of any line item and must adhere to the following requirements:

- a) Any proposed increase is offset by a decrease of equal value to the remaining line item(s);
- b) There is no increase to the administrative budget; and,
- c) HUD approves the proposed change.

#### **B. PROCUREMENT OF GOODS AND SERVICES:**

SPONSOR is not the agent of COUNTY for any purpose and shall not purchase any materials, equipment, or supplies on the credit of the COUNTY. SPONSOR shall comply with OMB Circular No. A-122, "Cost Principals for Non-Profit Organizations" (if SPONSOR is a non-profit corporation) and OMB Circular No. A-110.

#### **C. MONITORING AND EVALUATION:**

- 1) COUNTY shall monitor all activities and information sources in the management, fiscal, and service systems of SPONSOR and any subcontracted parties, relating to performance of duties and obligations under this Contract, to assure that SPONSOR is maintaining adequate and acceptable progress and systems, and to ensure that the funds provided to SPONSOR by COUNTY are being used effectively and efficiently to accomplish the purposes for which funds were made available.

- 2) COUNTY in cooperation with SPONSOR shall evaluate products, services, and performance under the terms of this Contract.

**D. CLIENT FEES AND INCOME:**

- 1) Any program income generated and received by SPONSOR as a result of Contract services shall be returned immediately to COUNTY to be used for the purpose of this Contract.
- 2) SPONSOR shall comply with all other applicable HUD SHP Program Regulations.

**E. IDENTIFICATION OF FUNDING AND COPYRIGHT:**

- 1) All advertisements, real property, publications, printed and other materials which are produced by the SPONSOR and refer to services funded under this Contract shall clearly attribute "PIMA COUNTY" and the CASA for Families II – Supportive Housing Program (SHP) in the following suggested format:
  - a) Funded by: *Pima County Community Development and Neighborhood Conservation Department CASA for Families II – Supportive Housing Program*
  - b) Reference to Pima County shall be displayed at least as prominently as other credited funding sources.
- 2) SPONSOR shall not copyright any materials or products developed through Contract services or Contract expenditures without prior written approval by the COUNTY. Upon approval, the federal government and Pima County shall have a non-exclusive and irrevocable license to reproduce, publish or otherwise use or authorize the use of any copyrighted material.

**F. NEPOTISM:**

SPONSOR shall not employ relatives in positions where one is in supervisory chain of the other, nor where one is in daily working contact with the other.

- a) "Relative" means the spouse, child, child's child, parent, grandparent, brother or sister of whole or half blood or child of a spouse.
- b) COUNTY may grant temporary waiver of this policy where relative employment situation already exists at the time of execution of this Contract.

**G. AUDIT REQUIREMENTS:**

- 1) Contractor shall:
  - a) Establish and maintain a separate and identifiable account of all funds provided by county pursuant to this Contract.
  - b) Provide financial audits as required by law.



- c) Upon written notice from County provide a program-specific audit. Such notice from County will specify the period to be covered by the audit and the deadline for completion and submission of the audit.
  - d) Assure that any audit conducted pursuant to this Contract is performed by an independent certified public accountant and submitted to County within nine (9) months of completion of Contractor's fiscal year, unless a different time is specified by County. The audit submitted must include Contractor responses, if any, concerning any audit findings.
  - e) Pay all costs for any audit required or requested pursuant to this Article, unless the cost was specifically included in the Contractor's budget approved by County and the cost is an allowable charge for payment under applicable law or regulation.
  - f) Timely submit the required or requested audit(s) to:  
Margaret Kish, Director  
Community Development and Neighborhood Conservation Department.  
2797 E. Ajo Way, 3<sup>rd</sup> Floor  
Tucson, AZ 85713
- 2) If Contractor is a "nonprofit corporation" that meets the definition of "corporation" in A.R.S. §10-3140, Contractor shall comply with the applicable audit requirements set forth in A.R.S. §11-624.
- 3) If Contractor is receiving federal funds under this Contract, and Contractor is a state or local government or non-profit organization, Contractor shall provide an annual audit which complies with the requirements of the most recent version of OMB Circular A-133, "Audits of State and Local Governments and Non-Profit Organizations."

#### **H. LICENSURE AND REGISTRATION**

SPONSOR shall apply for and obtain any license, registration or permit which shall be required during the term of this Contract by the State of Arizona and shall maintain such license, registration or permit in good standing throughout the term of this Contract. SPONSOR shall immediately notify COUNTY, in writing, if the license, registration or permit is denied or terminated. In the event of such denial or termination COUNTY may, in its sole discretion, terminate this Contract with no further obligation to SPONSOR

#### **END OF SPECIAL AGENCY CONDITIONS**



## EXHIBIT D

**MONTHLY FINANCIAL STATUS REPORT AND REQUEST FOR FUNDS**

SHP Request Activity	Budgeted	Exp./MO.	Accumulative Expenditure	Balance Available
Rental Assistance	\$61,728.00			
Supportive Services	\$38,285.00			
<i>Subtotal</i>	\$100,013.00			
Administration (2.5%)*	\$3,399.00			
<b>Contract total</b>	<b>\$103,412.00</b>			

**Match Requirement Table**

SHP Match Activity	Required Match	Match Amount/MO.	Accumulative Match to Date	Source
Supportive Services (25% Requirement)	\$25,853.00			

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

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Reviewed by:

\_\_\_\_\_  
Prepared by:

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Pima County Reviewer

\_\_\_\_\_  
Date