



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

Requested Board Meeting Date: 1-3-2017

or Procurement Director Award ☐

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

**Project Title/Description:**

Federal Historic Preservation Fund Certified Local Government Pass-Through Grant: Sponsorship of the 2017 Arizona Historic Preservation Conference - Oro Valley

**Purpose:**

Pima County's Certified Local Government (CLG) Participant Agreement (Contract No. 01-73-A-143659-0111) entitles the county to apply for a \$10,000 pass-through grant, which is offered annually by the Arizona State Historic Preservation Office using federal funds administered by the National Park Service. The terms of the pass-through grant require a two-thirds match (\$6,667.00) that can be met with in-kind labor.

A partnership between Pima County, the Town of Oro Valley, the State Historic Preservation Office (SHPO), and other historic preservation organizations and sponsors will be hosting the 2017 State Historic Preservation Conference. As a Certified Local Government and sponsors, Pima County is joining with other partners in funding Veer Consulting, Inc. for professional services for the implementation of the State-wide Preservation Conference Arizona for 2017. Veer Consulting, Inc. provides these services on an ongoing basis to the State-wide sponsors and Certified Local Governments to plan and implement the State Conferences.

**Procurement Method:**

N/A

**Program Goals/Predicted Outcomes:**

The funds will assist with the following conference efforts:

- Educational Sessions, including tour guide and speakers fees
- Educational materials for distribution
- Tours of local historic preservation success stories
- Professional Services, including but not limited to design, layout production and printing of conference brochures, fliers, schedules, advertising, etc ...
- Equipment such as chairs, power point systems, sound systems
- Facilities
- Rental of buses, vans, and other transportation related equipment
- Purchase of conference bags and contents
- Scholarships for Community Partners
- Sponsorship

**Public Benefit:**

Due to the nature of our rich culture as a border community this project gives us the opportunity to inform the local community and visitors about the economic importance of this area. The citizens of Pima County affirmed their support for the preservation of the County's rich and diverse cultural resources in the 1997 and 2004 voter-approved bond initiatives. A subset of these bonds successfully funded the acquisition of 13 working ranches, the rehabilitation of the Canoa Ranch Headquarters, and the acquisition of three significant archaeological properties for preservation. The educational component of the Preservation Conference gives us the opportunity to expose people to the unique past of southern Arizona.

**Metrics Available to Measure Performance:**

N/A

**Retroactive:**

N/A

**Original Information**Document Type: GTAW Department Code: SUS Contract Number (i.e., 15-123): 17-55Effective Date: 10/01/2016 Termination Date: 09/30/2017 Prior Contract Number (Synergen/CMS): \_\_\_\_\_☐ Expense Amount: \$ N/A ☒ Revenue Amount: \$ 10,000.00Funding Source(s): National Park Service Pass-Through Grant via Arizona State Historic Preservation OfficeCost to Pima County General Fund: Two-Thirds Match; In-kind labor valued at \$6,667.00Contract is fully or partially funded with Federal Funds? ☐ Yes ☐ No ☒ Not Applicable to Grant AwardsWere insurance or indemnity clauses modified? ☐ Yes ☐ No ☒ Not Applicable to Grant AwardsVendor is using a Social Security Number? ☐ Yes ☐ No ☒ Not Applicable to Grant Awards

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

**Amendment Information**

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

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

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

☐ Expense ☐ Revenue ☐ Increase ☐ Decrease Amount This Amendment: \$ \_\_\_\_\_

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

Cost to Pima County General Fund: \_\_\_\_\_

Contact: Ian MillikenDepartment: Office of Sustainability and Conservation Telephone: 520-724-6684Department Director Signature/Date: [Signature] 12/12/2016Deputy County Administrator Signature/Date: [Signature] 12/14/16County Administrator Signature/Date: [Signature] 12/16/16  
(Required for Board Agenda/Addendum Items)



**State Historic Preservation Office**  
1300 West Washington, Phoenix, Arizona 85007  
**FEDERAL PASS-THROUGH PARTICIPANT AGREEMENT**



This Agreement is entered into by and between the **Arizona State Parks Board** and **Pima County** and becomes effective on the date of signature by the authorized representative of Arizona State Parks.

**PROGRAM:** Federal Historic Preservation Fund Certified Local Government Pass-Through

**PROJECT TITLE:** Sponsorship of the 2017 Arizona Historic Preservation Conference – Oro Valley

**PROJECT TYPE:** Local Workshop

**STATE PROJECT NUMBER:** 441611                      **FEDERAL PROJECT NUMBER:** AZ-16-011

**FFY OF REVENUE:** 2016

**NPS/HPF GRANT #:** P13AF00142                      **CDFA NUMBER:** 15-904

**PROJECT PERIOD:** Upon full execution through end of Federal Fiscal Year, September 30, 2017.

<b>FEDERAL FUNDS:</b>	\$10,000.00	60%
<b>PARTICIPANT MATCH:</b>	\$6,667.00	40%
<b>TOTAL PROJECT COST:</b>	\$16,667.00	100%

**APPROVED SCOPE OF WORK AND SPECIAL CONDITIONS:** Attachment A

**AUTHORITIES TO ENTER INTO THIS AGREEMENT:** (statute, resolution, minutes, etc.)  
STATE: A.R.S. §§ 41-511.04 (A) (8), 41-511.04 (D) (1) & 41-511.05 (2) and Resolution 11/2000.  
FEDERAL: 36 CFR 61.7 (a)

**AWARDING OFFICIALS ON BEHALF OF THE NATIONAL PARK SERVICE AND THE ARIZONA STATE PARKS BOARD:**

Signature \_\_\_\_\_ Date \_\_\_\_\_  
**Kathryn Leonard**  
**State Historic Preservation Officer**

ACCEPTANCE OF ALL TERMS OF THIS AGREEMENT AND ITS ATTACHMENTS IS ACKNOWLEDGED BY THE PARTICIPANT'S SIGNATURE BELOW.

Participant's Signature \_\_\_\_\_  
Name (Typed) \_\_\_\_\_  
Title \_\_\_\_\_ Date \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_  
**James Keegan**  
**Assistant Director, Arizona State Parks**

PARTICIPANT ATTORNEY APPROVAL AS TO FORM AND AS BEING WITHIN THE AUTHORITY OF THE PARTICIPANT.

\_\_\_\_\_  
Attorney's Signature  
**TOBIN ROSEN**  
Name (Typed) *Deputy County Attorney*  
Title \_\_\_\_\_ Date *12/12/16*



**State Historic Preservation Office**  
1300 West Washington, Phoenix, Arizona 85007  
**FEDERAL PASS-THROUGH PARTICIPANT AGREEMENT**



**ATTACHMENT A**  
**Approved Project Scope and Special Conditions**

**PARTICIPANT:** Pima County

**PROJECT TITLE:** Sponsorship of the 2017 Arizona Historic Preservation Conference – Oro Valley

**PROJECT TYPE:** Local Workshop

**STATE PROJECT NUMBER:** 441611  
**FEDERAL PROJECT NUMBER:** AZ-16-011

**STATE PLAN OBJECTIVES:** Maximized Funding  
Proactive Partnerships  
Integrated Preservation Planning

**APPROVED PROJECT SCOPE:**

1. Sponsor the 2017 HP Conference
- 2.
- 3.
- 4.
- 5.

**SPECIAL CONDITIONS:**

# GENERAL PROVISIONS

## PART I - DEFINITIONS

For purposes of this agreement,

- A. **BOARD** means the Arizona State Parks BOARD, which is the governing body of Arizona State Parks.
- B. **CLG** means Certified Local Government.
- C. **ELIGIBLE COSTS** means direct costs chargeable to the project PASS-THROUGH program such as 1) compensation of hired employees for the time and efforts devoted specifically to the execution of the PASS-THROUGH; 2) cost of materials acquired, consumed, or expended specifically for the purposes of the PASS-THROUGH; 3) equipment and other capital expenditures; 4) other items of expense incurred specifically to carry out the participant agreement; 5) direct services furnished specifically for the PASS-THROUGH program by other agencies.
- D. **FUND** means a grant from the Federal Historic Preservation Fund.
- E. **GUIDELINES** mean program directives adopted by the BOARD.
- F. **INELIGIBLE COSTS** are those costs incurred for a common or joint purpose benefiting more than one cost objective and not readily assignable to the cost objectives of the PASS-THROUGH.
- G. **MATCH** means a specified percentage of the total eligible and direct project cost which may consist of cash, in-kind contributions, or donations including volunteer time.
- H. **NPS** means National Park Service, United States Department of the Interior.
- I. **OFFICER**, under authority granted by statute or delegated by the Board, means the State Historic Preservation Officer.
- J. **PARTICIPANT** means an eligible applicant that has been awarded a PASS-THROUGH.
- K. **PASS-THROUGH** refers to the money from the **Fund** that NPS and the Federal Government require the SHPO to pass-through to CLGs per 36 CFR 61.7.

L. **PROJECT** means an activity, or a series of related activities, which are described in the specific project scope of work and which result in a specific product(s).

M. **PROJECT PERIOD** means the period of time during which all approved work and related expenditures associated with an approved project are to be completed by the PARTICIPANT.

N. **SHPO** refers the State Historic Preservation Office.

O. **STAFF** means employees of Arizona State Parks, specifically SHPO.

P. **SUB-CONTRACT** means a direct contract between the PARTICIPANT and another party whereby labor is supplied or work is performed in furtherance of the PARTICIPANT'S responsibilities under this agreement.

Q. **TERM OF USE** means the time required for public use, as specified in the Special Conditions attached to this agreement.

## **PART II - PERFORMANCE**

### **A. ADMINISTRATION**

1. **Conditions** - This agreement is subject to the availability of PASS-THROUGH funds and appropriate approvals, and shall be subject to the Constitution of the State of Arizona, the Arizona Revised Statutes, other acts of the Arizona Legislature, executive orders of the Governor, policies of the BOARD, and requirements under applicable federal law.
2. **Incorporation of Application** - The PARTICIPANT'S approved application for PASS-THROUGH funds is incorporated by reference as part of this agreement; however, the terms of this agreement shall take precedence in the event of conflict or ambiguity.
3. **Use of PASS-THROUGH Funds** - Awarded PASS-THROUGH funds shall be used solely for eligible purposes of the funding program as defined by statute and as approved by the OFFICER. The PARTICIPANT agrees to make monetary restitution of ineligible expenditures disclosed through audit by NPS.

4. **Transfer of PASS-THROUGH Funds** - Awarded PASS-THROUGH funds shall be transferred to the PARTICIPANT through reimbursement of approved expenditures. Documentation of these expenditures will include, but is not be limited to, invoices, canceled checks, vouchers, receipts, time records for both employees and in-kind labor, and indirect cost rate documentation, if applicable. Staff will reimburse PARTICIPANT for allowable current project expenditures up to the PASS-THROUGH amount.
5. **Final Reimbursement** - A final reimbursement will be made to the PARTICIPANT of all eligible federal share funds upon receipt of fiscal documentation detailed in #4 above and upon receipt of the final product which would include, but is not be limited to, reports, videos, or documents. This final reimbursement request and product will be submitted to the STAFF within thirty (30) days after the completion date of the Project but not later than October 30<sup>th</sup>, thirty (30) days (after the end of the federal fiscal year). One extension for an additional 30 days is available upon *written* request. Failure to submit the final request for reimbursement or a written request for extension within thirty (30) days after completion date or within thirty (30) days of the end of the federal fiscal year will result in the PARTICIPANT forfeiting any balance of the federal share not previously reimbursed.
6. **PASS-THROUGH Retainage** - Ten percent (10%) of the PASS-THROUGH amount may be retained from reimbursement to PARTICIPANT until STAFF notifies the PARTICIPANT in writing that the project is officially closed and completed.
7. **PASS-THROUGH Accountability** - Received PASS-THROUGH funds shall be managed separately within the PARTICIPANT'S accounting system which identifies the name and number of the project. The funds shall be expended only as authorized under the terms of this agreement and applicable state and federal laws.
8. **Accomplishment of Project** - The project shall be accomplished according to the terms of this agreement and applicable State laws, and the Historic Preservation Fund Grants Manual published by NPS.
9. **Amendments** - This agreement may be amended in writing by the parties of the agreement upon written request of the PARTICIPANT and good cause shown, to adjust the approved scope of work,

products, budget and performance/reporting mile stones, or other specified adjustments to the agreement. These changes cannot be made without prior approval of the OFFICER.

10. **Use of Project** - Project accomplishments shall be open or available to the public as specified in Attachment A.
11. **Special Conditions** - Special conditions listed in Attachments to this agreement shall be binding upon and inure to the benefit of the successors and assigns of each of the parties to this agreement. Breach of any condition shall be enforceable by specific performance or shall justify the OFFICER to seek recovery of all funds granted.
12. **Disagreements** - Disagreements with any decision or action concerning project administration which are not resolved to the satisfaction of the participant with staff may be addressed in the following manner:
  - a. The participant may submit a written request for review to the Assistant Director of the Partnerships Division of the Arizona State Parks who will address the matter and respond in writing within 30 days of receiving the request from the participant.
  - b. If the disagreement is not resolved at the Assistant Director's level, the participant may submit a written request for review to the Executive Director of Arizona State Parks for consideration. The Executive Director will respond within 30 days of receiving the request.

## **B. RELATIONSHIP OF PROJECT COSTS TO THE PROJECT PERIOD**

Only those costs associated with approved project work incurred during the project period shall be eligible for matching assistance.

## **C. PROCUREMENT AND DEVELOPMENT**

Procurement transactions, including those involving professional services, materials, and construction, shall be accomplished according to the PARTICIPANT'S procurement standards.

All procurement transactions, including the selection of consultants, regardless of whether by sealed bids or by negotiation and without regard to dollar value, shall be conducted in a manner that provides maximum open and free



competition. Information regarding procurement guidelines, requirements and documentation is available from the STAFF, which shall have the right to determine the specific requirements to be followed.

PARTICIPANTS agree to submit Requests for Proposals or Invitations to Bid to SHPO for review and comment before their release, and agree to incorporate comments and revisions into the final procurement document. The PARTICIPANT will notify STAFF in writing of the selected proposal, why it was selected, and the names of other bidders on the project. Consultants must submit documentation of qualifications to perform professional services in work related to the project that meet the applicable professional requirements in the Secretary of Interior's Standards and Guidelines for Archaeology and Historic Preservation. These conditions must be met before reimbursements are processed to the PARTICIPANT by STAFF.

#### **D. SUB-CONTRACTS**

1. Subcontracts awarded to accomplish approved project work shall incorporate, by reference, in each subcontract the provisions of this agreement. The PARTICIPANT shall bear full responsibility for acceptable performance under each subcontract. The PARTICIPANT agrees to submit to the STAFF all subcontracts for review and comment prior to their release, and agrees to incorporate the OFFICER'S comments and suggested revisions into the subcontract. The PARTICIPANT will forward copies of all executed subcontracts to the STAFF and will retain originals on file.
2. The PARTICIPANT shall pay any claim of a sub-contractor or other employed individual performing work on this project for services pursuant to this agreement when due. If the PARTICIPANT is subject to A.R.S. §34-221, payment is due when required pursuant to A.R.S. §34-221.
3. Unless the PARTICIPANT is a State or federal agency, the PARTICIPANT shall indemnify, save and hold harmless the BOARD and the State of Arizona, its agents, departments, officers and employees from all claims, losses, damages, liabilities, expenses, costs, and charges incident to or resulting in any way from any injuries or damage to any person or any damage to any property caused by or resulting from the issuance of or the performance of services rendered as part of this Agreement, except those claims, losses, damages, liabilities, expenses, cost, and charges arising from

the sole negligence of the BOARD or the State of Arizona, its agents, departments, officers, or employees.

4. Any subcontract for employment by the PARTICIPANT shall be in writing and shall contain a provision whereby a person so employed or with whom a sub-contract has been entered, acknowledges that the State of Arizona and the OFFICER and NPS shall not be liable for any costs, claims, damages, reimbursement, or payment of any kind relating to such sub-contract.

#### **E. PROJECT REPORTING, REVIEWS, AND ON-SITE INSPECTIONS**

The PARTICIPANT agrees to submit a project status report to STAFF with each billing statement or advance request, but not less than quarterly. The status report will include at a minimum the following: 1) progress in completing approved scope of work; 2) budget report; and 3) anticipated delays and problems preventing expeditious completion of the project.

If the project period crosses Federal fiscal years, the PARTICIPANT agrees to submit an expenditure and progress report as of September 30. Failure to submit the reports will result in delays in reimbursement or advance processing.

The PARTICIPANT further agrees to consult with STAFF and/or OFFICER, as needed, to review progress. The STAFF and/or OFFICER reserves the right to review the progress of the project and to conduct on-site inspections, as applicable and as needed, at any reasonable time during the project period or required Term of Use to assure compliance with the terms of this agreement.

The participant agrees to submit an acceptable final report of the project to the OFFICER which includes a comparison of completed activities and budget to those in the approved agreement as well as the specified final product.

#### **F. PROJECT INCOME AND EARNED INTEREST**

Income and/or interest generated from funds transferred to the PARTICIPANT during the project period shall be used to further the purposes of the approved project. Funds advanced, but not spent to complete the project shall be returned to the OFFICER at the completion of project. Pursuant to part II paragraph G of this agreement, the PARTICIPANT shall own all rights in the materials produced with project funds.

#### **G. PRODUCT OR PUBLISHABLE MATTER OWNERSHIP, STORING OF AND ACCESS TO INFORMATION**

The PARTICIPANT shall have ownership of products or publishable matter produced with PASS-THROUGH assistance with the understanding that the BOARD reserves non-exclusive license to use and reproduce, without payment, such materials. This paragraph is not applicable to architectural or engineering plans produced with PASS-THROUGH assistance.

Original National Register nomination forms, original maps, photographs, negatives, planning documents, and final reports generated are the property of the OFFICER and shall be stored by the OFFICER in the State Historic Preservation Office and/or the State Library & Archives, or processed, as appropriate. Other data or information generated during this project may be retained by the PARTICIPANT and shall be stored by the PARTICIPANT in a manner approved by the OFFICER. If for any reason the PARTICIPANT can no longer store the project information, it shall be moved by the PARTICIPANT to a depository approved by OFFICER. The decision of the OFFICER with respect to ownership, custody, or storage of any property is final.

With the exception of National Register nomination forms, the PARTICIPANT will provide the OFFICER with five (5) copies of a final summary report (two (2) for SHPO and three (3) for NPS) and four (4) copies (one (1) for SHPO and three (3) for NPS) of any products related to the project must be submitted with the required closure documentation. Two (2) complete originals of the National Register Nomination forms, with all of the appropriate attachments, must be submitted to the OFFICER with the required closure documentation.

#### **H. FUND SOURCE RECOGNITION**

The PARTICIPANT agrees to publicly acknowledge the PASS-THROUGH program used to assist project accomplishments including, but not limited to, final documents, audio-visual recording, photographs, plans, drawings, and publications. At a minimum, this acknowledgment shall include the following:

*The activity that is the subject of this [type of publication] has been financed in part with Federal funds from the National Park Service, U.S. Department of the Interior. However, the contents and opinions do not reflect the views or policies of the Department of the Interior, nor does the mention of trade names or commercial products constitute endorsement or recommendation by the Department of the Interior.*

The PARTICIPANT is free to arrange for copyright without approval on final documents, audio-visual recording, photographs, plans, drawings, and other

project products developed or produced and paid for in whole or in part by this PASS-THROUGH. Such materials shall include acknowledgment of the PASS-THROUGH assistance. As a condition of this PASS-THROUGH assistance, the PARTICIPANT agrees to allow a royalty-free, non-exclusive and irrevocable license for the SHPO or NPS to publish, translate, reproduce, and use all Project data or copyrightable material.

#### **I. PROJECT COST VERIFICATION**

The PARTICIPANT agrees to submit project expenditure documents to STAFF for verification or audit purposes upon request during the project period.

#### **J. TRANSFER OF CONTRACTUAL RESPONSIBILITY**

The PARTICIPANT may transfer contracted responsibilities under the terms of this agreement to another eligible participant provided that approval has been granted by the OFFICER prior to the transfer.

### **PART III - COMPLIANCE**

#### **A. ANTI-TRUST**

Vendor and purchaser recognize that, in actual economic practice, overcharges from anti-trust violations are borne by purchaser. Therefore, the PARTICIPANT hereby assigns to BOARD any and all claims for such overcharges.

#### **B. ARBITRATION**

To the extent required pursuant to A.R.S. §12-1518 and any successor statute, the parties agree to use arbitration, after exhausting all applicable administrative remedies, to resolve disputes arising out of this Agreement.

#### **C. INDEMNIFICATIONS AND CLAIMS AGAINST THE STATE**

Each party (as 'indemnitor') agrees to indemnify, defend, and hold harmless the other party (as 'indemnitee') from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) hereinafter collectively referred to as 'claims') arising out of bodily injury to any person (including death) or property damage but only to the extent that such claims which result in vicarious/derivative liability to the indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its officer, officials, agents, employees, or volunteers.

#### **D. NON-DISCRIMINATION**

Employment: the PARTICIPANT agrees to comply with the provisions of Executive Order Number 99-4, issued by the Governor of the State of Arizona relating to nondiscrimination in employment, which by reference is incorporated herein and becomes a part of this Agreement.

The following shall be included in any publication of information generated within the scope of the Project:

*This program receives Federal financial assistance for identification and protection of historic properties. Under Title VI of the Civil Rights Act of 1964 and Section 504 of the Rehabilitation Act of 1973, the U.S. Department of the Interior prohibits discrimination on the basis of race, color, national origin, age, or handicap in its federally assisted programs. If you believe you have been discriminated against in any program, activity, or facility as described above, or if you desire further information, please write to: Office of Equal Opportunity, U.S. Department of the Interior, Washington, D.C. 20240.*

#### **E. ARIZONANS WITH DISABILITIES ACT OF 1992 AND AMERICANS WITH DISABILITIES ACT**

The PARTICIPANT shall comply with all applicable provisions of the Arizonans with Disabilities Act of 1992, A.R.S. §41-1492, et. seq. and the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213 and 47 U.S.C. §225 and 611), and applicable state rules and federal regulations under the Acts (28 CFR Parts 35 and 36).

PARTICIPANT agrees to comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000 (d)), the Americans with Disabilities Act, and with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794). These laws prohibit discrimination on the basis of race, religion, national origin, or handicap.

#### **F. IRAN/SUDAN SCRUTINIZED BUSINESS OPERATIONS**

In accordance with A.R.S. § 35-391.06 and A.R.S. § 35-393.06 the PARTICIPANT hereby certifies that the PARTICIPANT does not have scrutinized business operations with Sudan or Iran.

## **G. RECORDS RETENTION AND AUDITS**

1. Complete financial records and all other documents pertinent to this Agreement shall be retained by the PARTICIPANT and made available to the STAFF, if requested, for review and/or audit purposes for a period of five (5) years after project closure.

PARTICIPANT must comply with the Single Audit Act of 1984 (31 USC §§7501-7) and the requirements of OMB Circular A-128 for State or local governments, or the audit requirements of OMB Circular A-133 for universities and non-profit organizations.

2. The PARTICIPANT may substitute microfilm copies in place of original records, but only after project costs have been verified.

## **H. STATE CONTRACT CANCELLATION**

1. The State or its political subdivisions or any department or agency of either may cancel this contract, without penalty or further obligation pursuant to A.R.S. §38-511.
2. This Agreement is subject to cancellation by the BOARD under A.R.S. §38-511 if a person significantly involved in the Agreement on behalf of the state is an employee or consultant of the contractor at any time while the Agreement or any extension of the Agreement is in effect.

## **I. REMEDIES**

1. The OFFICER may temporarily suspend PASS-THROUGH assistance under the project pending required corrective action by the PARTICIPANT or pending a decision to terminate the PASS-THROUGH by the OFFICER.
2. The PARTICIPANT may unilaterally terminate the Project at any time before the first payment on the Project. After the initial payment, the Project may be terminated, modified, or amended by the PARTICIPANT only by written mutual agreement of the parties.
3. The OFFICER may terminate the Project in whole, or in part, at any time before the date of completion, whenever it is determined that

the PARTICIPANT has failed to comply with the terms or conditions of the agreement. The OFFICER will promptly notify the PARTICIPANT in writing of the determination and the reasons for the termination, including the effective date. All payments made to the PARTICIPANT shall be recoverable by the OFFICER under a Project terminated for cause.

4. The OFFICER or PARTICIPANT may terminate the Participant Agreement in whole, or in part, at any time before the date of completion, when both parties agree that the continuation of the Project would not produce beneficial results commensurate with the further expenditure of funds. The two parties shall agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated. The PARTICIPANT shall not incur new obligations for the terminated portion after the effective date, and shall cancel as many outstanding obligations as possible. The OFFICER may allow full credit to the PARTICIPANT for the federal share of the obligations properly incurred before the effective termination date and which cannot be canceled.
5. Termination either for cause or for convenience requires that the Project in question be brought to a state of public usefulness to the terms set forth by the OFFICER; otherwise, all funds provided by the OFFICER shall be returned to the OFFICER.
6. The OFFICER may require specific performance of the terms of this agreement or take legal steps necessary to recover the funds granted if the PARTICIPANT fails to comply with the terms of the grant or breaches any condition or special condition of the Participant Agreement.
7. The remedies expressed in this Agreement are not intended to limit the rights of the OFFICER. This Agreement shall not in any way abridge, defer, or limit the OFFICER'S right to any right or remedy under law or equity that might otherwise be available to the OFFICER.

## **J. CULTURAL RESOURCES**

1. The OFFICER is responsible for implementing the National Historic Preservation Act of 1966, 16 U.S.C. 470 et seq., as amended and as administered by the National Park Service, U.S. Department of the Interior.

2. The PARTICIPANT agrees to meet the requirements of the State Historic Preservation Act (A.R.S. §41-861 to 41-864) before project initiation.
3. All Historic Preservation Fund historic preservation projects must conform to the Secretary of the Interior's Standards for Archaeology and Historic Preservation. Specifically:
  - a. Sub-contractors must meet the Secretary of the Interior's Professional Qualifications Standards.
  - b. Documentation related to the project must comply with the applicable standard: the Secretary's Standards for Architectural and Engineering Documentation, Historical Documentation or Archaeological Documentation
  - c. All Survey and Inventory work must comply with the Secretary of the Interior's Standards for Identification and Evaluation.
  - d. Context development and preservation plans must comply with the Secretary of the Interior's Standards for Preservation Planning.
  - e. Projects not explicitly listed here must conform to the appropriate standard as defined by the OFFICER.

Final products which do not conform to the terms and conditions of the agreement or which do not meet the applicable Secretary of the Interior's Standards will not be reimbursed.

#### **K. LOBBYING**

In accordance with 18 U.S.C. 1913, the PARTICIPANT shall not use any funds provided by the OFFICER nor any matching funds related to this project for lobbying efforts.

#### **L. OMB COMPLIANCE**

PARTICIPANT must comply with the Single Audit Act of 1984 (31 USC §§7501-7) and the applicable OMB Circular as delineated below.

State/Local/Tribes

OMB 7 - A87, A102 & A128



Non-Profits  
Educational Institutions

OMB 7 - A110, A122 & A133  
OMB 7 - A121 & A133

If any part of this contract is determined invalid or unenforceable, the remaining provisions shall continue valid and enforceable to the full extent possible by law. Acceptance of all terms and conditions of this agreement and its attachments is acknowledged by the PARTICIPANT'S signature on the cover of this agreement.



## COUNTY ADMINISTRATOR'S OFFICE

PIMA COUNTY GOVERNMENTAL CENTER  
130 W CONGRESS, FLOOR 10, TUCSON, AZ 85701-1317  
(520) 724-8661 FAX (520) 724-8171

C.H. HUCKELBERRY  
County Administrator

June 27, 2016

Mr. Eric Vondy  
Acting Arizona State Historic Preservation Officer  
Arizona State Historic Preservation Office  
Arizona State Parks  
1100 West Washington  
Phoenix, Arizona 85007

**Re: 2016 Certified Local Government Historic Preservation Pass-Through Grant**

Dear Mr. Vondy:

Pima County supports the Office of Sustainability and Conservation's (OSC) application for the 2016 Certified Local Government Historic Preservation Pass-through Grant that will be used toward sponsoring the statewide 2017 Arizona Historic Preservation Conference to be held in the Town of Oro Valley.

Citizens of Pima County have demonstrated their support for historic preservation by approving specific bond projects in 1997 and again in 2004 that totaled over \$29 million of investment in historic preservation projects and archaeological site acquisitions. This significant investment in preserving the history of our community ensures a legacy for future generations. Pima County's support of the 2017 Arizona Historic Preservation Conference will continue to educate citizens and professionals on the vital importance of continuing this legacy and provide an opportunity to showcase these bond projects.

Pima County will meet or exceed the required 40 percent match (\$6,667) with in-kind contributions of County-staff time. We look forward to your response to Pima County's grant application.

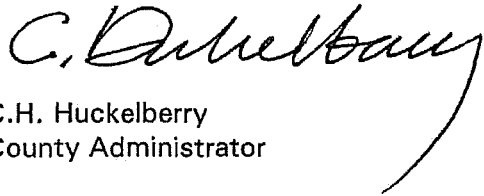
Mr. Eric Vondy

**Re: 2016 Certified Local Government Historic Preservation Pass-Through Grant**

June 27, 2016

Page 2

Sincerely,

A handwritten signature in black ink, appearing to read "C. Huckelberry". The signature is fluid and cursive, with a long, sweeping underline that extends to the right.

C.H. Huckelberry  
County Administrator

CHH/mjk

Attachments

c: Linda Mayro, Director, Sustainability and Conservation  
Ian Milliken, Program Coordinator, Sustainability and Conservation



**Certified Local Government**  
**HISTORIC PRESERVATION FUND PASS-THROUGH APPLICATION**  
**Federal Fiscal Year 2016**  
**DUE DATE: July 1, 2016**



1. PROJECT NAME: Sponsorship of 2017 Arizona Historic Preservation Conference – Oro Valley
2. TYPE OF PROJECT:
- |   |  |  |
|---|--|--|
| <input type="checkbox"/> Context Development      | <input type="checkbox"/> Ordinance Development     | <input type="checkbox"/> Ordinance Update  |
| <input type="checkbox"/> Survey and Inventory     | <input type="checkbox"/> Nomination Preparation    | <input type="checkbox"/> Nomination Update |
| <input type="checkbox"/> Preservation Plan        | <input type="checkbox"/> Historic District Plan    | <input type="checkbox"/> Design Guidelines |
| <input type="checkbox"/> Design Guidelines Update | <input checked="" type="checkbox"/> Local Workshop |  |
3. PROJECT DESCRIPTION: (Attach a detailed project description, product to be submitted, specific scope items, anticipated schedule for completion including major milestones and the proposed line-item budget).
4. RELATIONSHIP OF THE PROJECT TO THE CLGs WORK PRIORITIES: (Attach statement.)
5. RELATIONSHIP OF THE PROJECT TO THE GOALS OUTLINED IN THE ARIZONA HISTORIC PRESERVATION PLAN UPDATE 2009 (Attach a statement regarding the applicable goals, which begin on page 31 of the plan.)
6. FUNDING:
- |                               |  |                     |
|-------------------------------|--|---------------------|
| ESTIMATED TOTAL PROJECT COST: | <u>\$16,667</u>                                  | <u>          </u> % |
| GRANT FUNDS REQUESTED:        | <u>\$10,000.00</u>                               | <u>60</u> %         |
| MATCHING FUNDS:               | <u>\$6,667.00</u>                                | <u>40</u> %         |
| SOURCE OF MATCHING FUNDS*:    | <u>Pima County staff time for conf. planning</u> |                     |
- \*(Please include a letter of intent for the matching funds by the above listed party.)
7. PROJECT COORDINATOR/CONTACT:
- NAME: Ian Milliken
- TITLE: Cultural Resources Program Coordinator
- ADDRESS: Pima County Public Work Center, 201 N. Stone Ave., 6<sup>th</sup> floor, Tucson, AZ 85701
- EMAIL ADDRESS: ian.milliken@pima.gov
- TELEPHONE: 520-724-6684
8. MONTHS TO COMPLETE THE PROJECT: Sept 2016  
(Project Period Ends on September 30, 2017 with no possibility for extension.)
9. PROJECT PARTNERS: SHPO, Town of Oro Valley, Arizona Preservation Foundation, Veer Consulting
10. Sign the *Certifications Regarding Debarment, Suspension and Other Responsibility Matters, Drug-Free Workplace Requirements and Lobbying (DI-2010)* on page 3 and return it with this form and the required attachments.

Return this form by July 1, 2016 to:

Eric Vondy  
Preservation Planner  
State Historic Preservation Office  
1300 W. Washington Street  
Phoenix, AZ 85007  
Email: [evondy@azstateparks.gov](mailto:evondy@azstateparks.gov)  
Telephone: 602-542-6998 Fax: 602-542-4180

**- PIMA COUNTY -**  
**2016 CERTIFIED LOCAL GOVERNMENT GRANT APPLICATION**

**Project Description:**

A partnership between Pima County, the State Historic Preservation Office (SHPO), and other organizational sponsors will be working to plan and implement the *2017 Arizona State Historic Preservation Conference*. Pima County's project/request consists of preconference funding to initiate a collaboration among the local government sponsors to put together a Conference Committee to plan a successful Preservation Conference in Southern Arizona for 2017. These pass-through grant funds requested will partially pay for the following services directly related to the conference:

- Educational Sessions, including tour guide and speakers fees
- Tours
- Professional Services, including but not limited to conference arrangements, design, layout production/printing of conference brochures, fliers, schedules, advertising, etc.
- Rental of equipment such as chairs, power point systems, sound systems
- Rental Facilities
- Rental of buses, vans, and other transportation related equipment
- Purchase of conference bags and contents
- Scholarships for Community Partners
- Sponsorship

These funds will enable Pima County to facilitate conference planning in partnership with those sponsors identified in initial meetings with the State Historic Preservation Office, including the Town of Oro Valley, the City of Tucson, Pima County Office of Sustainability and Conservation's Cultural Resources and Historic Preservation Division (PCOSC-CRHP), Arizona Historical Society, and the Arizona State Museum, among other local and regional partners. At the end of this grant's performance period, the Conference Committee will have a final Conference agenda and program available that will highlight varied perspectives, issues, and accomplishments in Historic Preservation in the State of Arizona.

**Scope of Work (General)**

- A. Begin planning process for conference along with the Arizona SHPO, Town of Oro Valley, and others
- B. Securing partners for conference
- C. Make preliminary arrangements for conference sites; reserve meeting space, hotel rooms, etc.
- D. Begin to develop theme and topics for conference
- E. Begin planning for tours and mobile workshops
- F. Begin process of contacting and securing the services of potential speakers
- G. Prepare for bid process to hire graphic artist/layout/designer/printer/binder for brochures, schedules, fliers, etc...

PCOSC-CRHP and other Committee members will work closely on the development of this conference and will monitor the progress of the project.

## **Scope of Work (Specific to Veer Consulting)**

**Veer Consulting, Inc.**  
**PROFESSIONAL SERVICES: 2017 STATE HISTORIC PRESERVATION**  
**CONFERENCE**  
**Pima County, Arizona**

### **Project Description:**

A partnership between Pima County, the Town of Oro Valley, the State Historic Preservation Office (SHPO), and other historic preservation organizations and sponsors will be hosting the 2017 State Historic Preservation Conference. As a Certified Local Government and sponsors, Pima County proposes to apply these pass-through grant funds together with other partners in funding Veer Consulting, Inc. for professional services for the implementation of the State-wide Preservation Conference Arizona for 2017. Veer Consulting, Inc. provides these services on an ongoing basis to the State-wide sponsors and Certified Local Governments to plan and implement the State Conferences. The grant funds will assist with the following conference efforts:

- Educational Sessions, including tour guide and speakers fees
- Educational materials for distribution
- Tours of local historic preservation success stories
- Professional Services, including but not limited to design, layout production and printing of conference brochures, fliers, schedules, advertising, etc ...
- Equipment such as chairs, power point systems, sound systems
- Facilities
- Rental of buses, vans, and other transportation related equipment
- Purchase of conference bags and contents
- Scholarships for Community Partners
- Sponsorship

### **Scope of Work for Veer Consulting**

1. Planning and implementation of the 2017 State Conference along with the Arizona SHPO, the Town of Oro Valley and other Certified Local Governments in Arizona
2. Securing other partners and sponsors for conference
3. Track conference registrations and attendees
4. Maintain conference cost accounting
5. Arrangements for conference sites; reserve meeting space, hotel rooms, etc.
6. Develop themes and topics for conference
7. Tours and mobile workshops
8. Identify and arrange for potential key-note speakers
9. Prepare educational materials, brochures, schedules, fliers, etc.
10. Organize speaker sessions and program

Pima County, the Town of Oro Valley, the State Historic Preservation Office, and the other sponsoring organizations will work closely with Veer Consulting, Inc. on the development of the statewide conference in 2017.

**Relationship of the Project to the CLG's Work Priorities:**

- A. This conference will spotlight southern Arizona's historic and cultural resources and bring hundreds of preservation-oriented people to the community of Oro Valley. Partnering with local organizations and State programs to bring the Arizona Historic Preservation Conference will further assist Pima County and its regional partners to showcase examples of excellence in historic preservation at the level of local government. Sponsorship and participation in the Arizona Historic Preservation Conference of 2017 will give Pima County the opportunity to spotlight the historic and cultural landmarks that the community of southern Arizona has preserved, restored and rehabilitated.
- B. Pima County, as a CLG, has endeavored to educate and inform residents, visitors, public officials and students regarding the history of the community and the diverse assemblage of historic and cultural resources within the community.

**Relationship of the Project to the Goals in AZ Historic Preservation Plan:*****A. Goal 1: Better Resource Management***

This project will address the goal of better resource management by helping the public and public officials understand and recognize important historic and cultural resources in the community, and other state-wide historic preservationists. The investment to preserve various cultural resource sites and buildings throughout unincorporated Pima County, and specifically Honey Bee Village and Steam Pump Ranch in the Town of Oro Valley, demonstrates the commitment of the community to preserve the history of the State of Arizona and its commercial importance in the economy.

***B. Goal 3: Maximized Funding***

The opportunity to bring the Arizona Historic Preservation Conference to our community will expose owners of historic properties to funding opportunities available for preservation and rehabilitation projects in southern Arizona as well as in other areas in the State of Arizona. In addition, many owners who have completed these types of projects will be able to share the funding resources they used to complete their projects with those who want to begin. This project will meet the goal of the State Historic Preservation Office to maximize funding opportunities for preservation projects.

***C. Goal 5: Proactive Communities***

This project will benefit the general population of Pima County and visitors by providing a tool for the recognition and future protection of heritage resources of this community. Pima County, as well as a variety of local community groups, is committed to preserving our cultural heritage as demonstrated by the 1997 and 2004 voter-approved Historic Preservation and Open Space bond programs. Continuing the important job of educating the community, including the community leaders and staff, about these invaluable and irreplaceable resources which give Pima County its identity is one of the ways to accomplish that goal. Educating the broader community about preserving and protecting the community's cultural resources is a proactive way for the community to promote its heritage.

***D. Goal 6: An Informed, Supportive Public***

Due to the nature of our rich culture as a border community this project gives us the opportunity to inform the local community and visitors about the economic importance of this area. The citizens of Pima County affirmed their support for the preservation of the County's rich and diverse cultural resources in the 1997 and 2004 voter-approved bond initiatives. A subset of these bonds successfully funded the acquisition of 13 working ranches, the rehabilitation of the

Canoa Ranch Headquarters, and the acquisition of three significant archaeological properties for preservation. The educational component of the Preservation Conference gives us the opportunity to expose people to the unique past of southern Arizona.

*E. Goal 8: Informed, Trained Professionals*

The purpose of the 2017 Arizona Historic Preservation Conference is to give community members the opportunity to learn about "best practices" for the treatment of historic properties as well as current policies and techniques. The educational opportunities for preservation professionals are endless.

**Proposed Schedule:**

June 23, 2016: Conference planning meeting organized by the AZ State Historic Preservation Office (SHPO)

July 1, 2016: CLG Pass-Through Grant application due to SHPO

August, 2016: Award of grant

September, 2016: \$10,000 payment to Veer Consulting for 2017 AZ Historic Preservation Conference Sponsorship

October, 2016 - June, 2017: In-kind services by Pima County OSC-CRHP staff

June, 2017: AZ Historic Preservation Conference

June 30, 2017: Grant close-out

**Proposed Line-Item Budget:**

**Pima County Sponsorship of 2017 AZ Historic Preservation Conference**

<b>Planning and Implementation</b>			
	<i>Funding Source</i>		Total
	CLG Grant	County Match Funding	
Veer Consulting	\$10,000	\$6,667	\$16,667
			<b>\$16,667</b>
<b>TOTAL PROJECT FUNDING AND COST</b>			
	<b>TOTAL CLG GRANT FUNDING</b>	<b>TOTAL COUNTY MATCH FUNDING</b>	<b>TOTAL ESTIMATED PROJECT COST</b>
	<b>\$10,000</b>	<b>\$6,667</b>	<b>\$16,667</b>



U.S. Department of the Interior

**Certifications Regarding Debarment, Suspension and  
Other Responsibility Matters, Drug-Free Workplace  
Requirements and Lobbying**

Persons signing this form should refer to the regulations referenced below for complete instructions:

Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Primary Covered Transactions - The prospective primary participant further agrees by submitting this proposal that it will include the clause titled, "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions. See below for language to be used or use this form certification and sign. (See Appendix A of Subpart D of 43 CFR Part 12.)

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions - (See Appendix B of Subpart D of 43 CFR Part 12.)

Certification Regarding Drug-Free Workplace Requirements - Alternate I. (Grantees Other Than Individuals) and Alternate II. (Grantees Who are Individuals) - (See Appendix C of Subpart D of 43 CFR Part 12)

Signature on this form provides for compliance with certification requirements under 43 CFR Parts 12 and 18. The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of the Interior determines to award the covered transaction, grant, cooperative agreement or loan.

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**PART A: Certification Regarding Debarment, Suspension, and Other Responsibility Matters-  
Primary Covered Transactions**

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CHECK ☐ IF THIS CERTIFICATION IS FOR A PRIMARY COVERED TRANSACTION AND IS APPLICABLE

- (1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;
  - (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
  - (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

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**PART B: Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -  
Lower Tier Covered Transactions**

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CHECK ☒ IF THIS CERTIFICATION IS FOR A LOWER TIER COVERED TRANSACTION AND IS APPLICABLE

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

**PART C: Certification Regarding Drug-Free Workplace Requirements**

CHECK ☒ IF THIS CERTIFICATION IS FOR AN APPLICANT WHO IS NOT AN INDIVIDUAL.

**Alternate I. (Grantees Other Than Individuals)**

**A. The grantee certifies that it will or continue to provide a drug-free workplace by:**

- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- (b) Establishing an ongoing drug-free awareness program to inform employees about--
  - (1) The dangers of drug abuse in the workplace;
  - (2) The grantee's policy of maintaining a drug-free workplace;
  - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
  - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
- (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will --
  - (1) Abide by the terms of the statement; and
  - (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
- (e) Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- (f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted --
  - (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
  - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a) (b), (c), (d), (e) and (f).

**B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:**

Place of Performance (Street address, city, county, state, zip code)

201 N. Stone Ave. 6<sup>th</sup> Floor  
Tucson, AZ 85701

Check ☐ if there are workplaces on files that are not identified here.

**PART D: Certification Regarding Drug-Free Workplace Requirements**

CHECK ☐ IF THIS CERTIFICATION IS FOR AN APPLICANT WHO IS AN INDIVIDUAL.

**Alternate II. (Grantees Who Are Individuals)**

- (a) The grantee certifies that, as a condition of the grant, he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant;
- (b) If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, he or she will report the conviction, in writing, within 10 calendar days of the conviction, to the grant officer or other designee, unless the Federal agency designates a central point for the receipt of such notices. When notice is made to such a central point, it shall include the identification number(s) of each affected grant.

**PART E: Certification Regarding Lobbying**  
**Certification for Contracts, Grants, Loans, and Cooperative Agreements**

CHECK ☐ IF CERTIFICATION IS FOR THE AWARD OF ANY OF THE FOLLOWING AND THE AMOUNT EXCEEDS \$100,000: A FEDERAL GRANT OR COOPERATIVE AGREEMENT; SUBCONTRACT, OR SUBGRANT UNDER THE GRANT OR COOPERATIVE AGREEMENT.

CHECK ☐ IF CERTIFICATION FOR THE AWARD OF A FEDERAL LOAN EXCEEDING THE AMOUNT OF \$150,000, OR A SUBGRANT OR SUBCONTRACT EXCEEDING \$100,000, UNDER THE LOAN.

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

As the authorized certifying official, I hereby certify that the above specified certifications are true.

*C. H. Huckelberry* 4/21/11  
SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL

*C. H. Huckelberry, Pima County Administrator*  
TYPED NAME AND TITLE

04-21-11  
DATE