



BOARD OF SUPERVISORS AGENDA ITEM REPORT
CONTRACTS / AWARDS / GRANTS

Requested Board Meeting Date: 1/3/2017

or Procurement Director Award ☐

Contractor/Vendor Name: City of South Tucson
(DBA):

Project Title/Description:

Management and Implementation of the Community Development Block Grant (CDBG) Program

Purpose:

The Program will provide the following eligible CDBG activities for income-qualified persons and households in South Tucson, Arizona:

- Program Administration;
- Community Policing, Public Services;
- Fire Safety Equipment, Community Public Facilities Improvements; and
- Pio Decimo, John Valenzuela Youth Center (JVYC), Public Services.

Procurement Method:

CDNC-10-30-15-CDBG-ESG

Program Goals/Predicted Outcomes:

Goal: Create viable communities that meet the needs of low- and moderate-income individuals and households through CDBG activities that promote decent housing, suitable living environments and expanded economic opportunities.

Predicted outcome: Individuals and households who participate in the CDBG Program will have new or improved access to crime prevention public services; fire facility and equipment improvements; and, programing for at-risk youth.

Public Benefit:

Upon completion, the City of South Tucson CDBG Program will meet the HUD CDBG National Objective to assist low- and moderate-income persons and households.

Metrics Available to Measure Performance:

At a minimum, Subrecipient will accomplish the following:

One (1) full-time police officer or equivalent will conduct crime and gang prevention activities serving the population of the City;

One (1) fire truck and associated apparatus will be competitively procured and purchased for the benefit of City residents; and

One-hundred (100), unduplicated, primarily at-risk, youth from low-to moderate income households in the City will participate in programing conducted at the John Valenzuela Youth Center.

Retroactive:

Yes, extended contract negotiations contributed to the delay in getting this IGA's on the Board Agenda. Specifically, both the Exhibit A, Scopes of Work; and, Exhibit B, Invoice Request have been substantially rewritten and reformatted from previous years' efforts to be more clear and concise which created longer than expected contract drafting between respective staff. It is anticipated the new contract templates and revised processes will effectively mitigate future instances of contract and grant reimbursement delay.

TO: COB 12-28-16 (2)
Vers.: 1 pp.: 22

REC-2016-0228-PCD-KCF-B

Original Information

Document Type: CT Department Code: CD Contract # (i.e.,15-123): 17000000000000000240
Effective Date: 10/1/2016 Termination Date: 9/30/2017 Prior Contract Number (Synergen/CMS):
☒ Expense Amount: \$237,707.00 ☐ Revenue Amount: \$
Funding Source(s): U.S. Department of Housing and Urban Development
Cost to Pima County General Fund: 0
Contract is fully or partially funded with Federal Funds? ☒ Yes ☐ No ☐ Not Applicable to Grant Awards
Were insurance or indemnity clauses modified? ☐ Yes ☒ No ☐ Not Applicable to Grant Awards
Vendor is using a Social Security Number? ☐ Yes ☒ No ☐ Not Applicable to Grant Awards
If Yes, attach the required form per Administrative Procedure 22-73.

Amendment Information

Document Type: Department Code: Contract Number (i.e.,15-123):
Amendment No.: AMS Version No.:
Effective Date: New Termination Date:
☐ Expense ☐ Revenue ☐ Increase ☐ Decrease Amount This Amendment:
Funding Source(s):
Cost to Pima County General Fund: \$

Contact: Denise Sauer, Contract Specialist 4-2772/Daniel Tylutki, Program Manager 724-6754
Department: Community Development & Neighborhood Conservation Telephone: 724-6754
Department Director Signature/Date: Margaret M. Kue 12/27/2016
Deputy County Administrator Signature/Date: J. New 12/27/2016
County Administrator Signature/Date: by J. Burke 12-28-16
(Required for Board Agenda/Addendum Items)

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

Program Name: Management and Implementation of the Community Development Block Grant (CDBG) Program

Subrecipient: City of South Tucson

DUNS No.: 020681557

Project Description: Funds will be used for the management of the City of South Tucson CDBG Program including: Administration; Community Policing; Fire Safety Upgrades; and, Youth Programing.

Contract Term: October 1, 2016 through September 30, 2017

Amount: \$237,707.00

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

Federal Contract No. B-15-UC-04-0502 & B-16-UC-04-0502

Award Date: July 1, 2016

CFDA	Program Description	Nation Funding	Pima County Award
14.218	Community Development Block Grant/Entitlement Communities (CDBG)	FY15 \$2,095,100,000	\$2,592,44.00
14.218	Community Development Block Grant/Entitlement Communities (CDBG)	FY16 \$3,014,354,774	\$2,613,490.00

Is this a Research and Development Contract: ☐ Yes ☒ No

This Intergovernmental Agreement is entered into by and between Pima County, a body politic and corporate of the State of Arizona ("County") and City of South Tucson ("Subrecipient").

RECITALS

- A. County and Subrecipient may contract for services and enter into agreements with one another for joint or cooperative action pursuant to A.R.S. § 11-951 *et seq.*
- B. Subrecipient is authorized by A.R.S. § 9-500.11 to expend public monies for and in connection with economic development activities.
- C. County is authorized by A.R.S. §§ 11-254.04, 11-251 (5) and 11-251 (17), to spend public monies to improve and enhance the economic welfare and health of the inhabitants of the County.

- D. County applied for and received Community Development Block Grant (“CDBG”) funds in the amount of \$2,613,490.00 from the U.S. Department of Housing and Urban Development (“HUD”), under Title I of the Housing and Community Development Act of 1974, as amended (Public Law 93-383).
- E. Under solicitation number CDNC-12-16-13-OA-ESG-CDBG (“the Community Planning Application 14-15”), County sought proposals for program and activities that would qualify for CDBG funding during Federal Fiscal Year 2014-2015.
- F. Under solicitation number CDNC-10-30-15-CDBG-ESG (“the Community Planning Application”), County sought proposals for programs and activities that would qualify for CDBG funding during Federal Fiscal Year 2016-2017.
- G. Subrecipient submitted a response to the Community Planning Applications defined above.
- H. Pima County Contract No. 16*84 between County and Subrecipient for FY 2014-15 will expire with an unused balance of \$30,332.00 in CDBG Program Year 15-16 funds for Community Policing (\$13,561.00); Demolition (\$15,000.00); and, Fire Safety Equipment (\$1,771.00). Subrecipient has requested the unexpended Program Year 2015-2016 funds be added to fiscal Year 2015-2016 contract to assist with the purchase of a fire engine.
- I. County has reevaluated the needs of the community and determined that the residents of the City of South Tucson would benefit from the use of the unexpended 2016-2016 CDBG funds.
- J. County has reviewed Subrecipient’s capacity to utilize CDBG funds and has determined that Subrecipient can timely complete the projects funded herein.
- K. County has determined that the services or activities proposed in Subrecipient’s response to the Community Planning Applications are eligible for CDBG funding and in the best interests of the residents of Pima County.
- L. On May 3, 2016, the Pima County Board of Supervisors authorized inclusion of Subrecipient’s proposal for use of CDBG funds for in the 2016-2017 Annual Action Plan that County submitted to HUD.
- M. On May 3, 2016, the Pima County Board of Supervisors passed Resolution No. 2016-32 approving an allocation of CDBG funds to Subrecipient.
- N. CDBG funds in the amount of **\$237,707.00** have been allocated to Subrecipient for management and implementation of the City of South Tucson CDBG Program.

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

1.0 TERM AND EXTENSIONS

- 1.1 This Agreement, as awarded by County, will commence on October 1, 2016 and will terminate on September 30, 2017, unless sooner terminated or further extended pursuant to the provisions of this Agreement. County may extend this Agreement for an additional one-year period or any portion thereof if necessary to complete the Program or if required by HUD.
- 1.2 Except as set forth in Paragraph 1.4 below, any modification or extension of the contract termination date must be by formal written amendment executed by the parties hereto.
- 1.3 Any amendments to the Agreement must be approved by the County before any services under the amendment commences.
- 1.4 Minor modifications may be made by written memorandum approved and signed by the Director of the Pima County Community Development and Neighborhood Conservation Department or

designee. Minor modifications are changes in the scope, which do not change the specified purpose, outcomes or the total compensation provided through this Agreement and do not in any way increase the direct or indirect liability of the County under this Agreement.

- 1.5 Notwithstanding paragraph 1.1 above, the terms of this Agreement will survive and remain in effect during any period that Subrecipient has control over CDBG funds, including program income.

2.0 SCOPE OF SERVICES

2.1 Subrecipient will:

- 2.1.1 Provide the County with the services described in the attached **Exhibit A**.
- 2.1.2 Employ suitably trained and skilled personnel to perform all services under this Agreement.
- 2.1.3 Perform its duties in a humane and respectful manner and in accordance with any applicable professional standards. Subrecipient must obtain and maintain all applicable licenses, permits and authority required for its performance under this Agreement.
- 2.1.4 Unless otherwise provided for herein, the personnel delivering Agreement services will:
 - 2.1.4.1 Be employees or volunteers of the Subrecipient;
 - 2.1.4.2 Satisfy any qualifications set forth in this Agreement; and
 - 2.1.4.3 Be covered by personnel policies and practices of Subrecipient.
- 2.1.5 Obtain and maintain all required licenses, permits and authority required for performance under this Agreement.
- 2.1.6 Maintain an accounting manual that describes its financial procedures in sufficient detail to ensure that its financial practices are easily understood.
- 2.1.7 Undertake the same obligations to the County, as the County does to HUD pursuant to the 2015-2016 and 2016 – 2017 Annual Action Plans and assurances. Subrecipient will hold County harmless against any injury that County may suffer with respect to HUD on account of any failure on the part of Subrecipient to fulfill obligations to HUD.

2.2 Confidentiality. Subrecipient:

- 2.2.1 Understands that client and applicant files and information collected pursuant to the terms of this Agreement are private and the use or disclosure of such information, when not directly connected with the administration of County's or Subrecipient's responsibilities with respect to services provided under this Agreement is prohibited, unless written consent is obtained from the individual or, in the case of a minor, from the responsible parent or guardian.
 - 2.2.2 Will provide access to these files only to persons properly authorized.
 - 2.2.3 Will observe and abide by all applicable State and Federal statutes and regulations regarding use or disclosure of information including, but not limited to, information concerning applicants for and recipients of contract services.
- 2.3 Subrecipient certifies that no individual or agent has been employed or retained to solicit or secure this Agreement for commission, percentage, brokerage or contingent fee except a bona fide employee whose job duties include securing business.
- 2.4 No program funded under this Agreement may impair existing contracts for services or collective bargaining agreements or be inconsistent with the terms of a collective bargaining agreement without the written concurrence of the labor organization and employer concerned.

- 2.5 Subrecipient warrants compliance with the Urban County Intergovernmental Cooperative Agreement between Pima County and the Town of Marana for the Community Development Block Grant Program and HOME Investment Partnership Program, contract CTN-CD-16*190 as amended.

3.0 MONITORING AND EVALUATION

- 3.1 County will monitor all activities and information sources in the management, fiscal, and services systems of Subrecipient and any subcontracted parties relating to performance of duties and obligations under this Agreement to ensure that Subrecipient is:
- 3.1.1 Making adequate and acceptable progress in the provision of services;
 - 3.1.2 Maintaining adequate and acceptable systems to document services and expenditures;
 - 3.1.3 Using the funds provided pursuant to this Agreement effectively and efficiently to accomplish the purposes for which funds were made available; and
 - 3.1.4 Pursuant to 24 CFR Part 35, for projects on homes built prior to 1978, comply with regulations for disclosure and lead-safe work practices.
- 3.2 For monitoring and evaluation, Subrecipient must provide source documentation for payroll which may include, but is not limited to:
- 3.2.1 Employment letters;
 - 3.2.2 Authorization for rates of pay, benefits, and withholding;
 - 3.2.3 Minutes from Board of Directors' meetings establishing salary schedules and benefit packages;
 - 3.2.4 Copies of written policies;
 - 3.2.5 W-4 forms and associated time and attendance records;
 - 3.2.6 Employee certifications of time spent:
 - 3.2.6.1 If an employee of Subrecipient works solely on the services being funded by CDBG, the employee and the employee's supervisor must sign a statement every six months certifying that the employee worked only on the CDBG-funded services.
 - 3.2.6.2 If an employee's time is split between the services being funded by CDBG and non-CDBG services and funding sources, Subrecipient must have time distribution records supporting the allocation of charges among the various funding sources.
- 3.3 Subrecipient must cooperate in the monitoring and evaluation process by County and/or HUD.
- 3.4 Subrecipient must assist County in providing reports and documentation related to Subrecipient's performance and, where applicable, the impact of the CDBG-funded activities on the community, to HUD.
- 3.5 If monitoring and evaluation finds that Subrecipient's performance is substandard, Subrecipient will be in default of this Agreement. If Subrecipient fails to take appropriate actions to correct the default within fifteen (15) calendar days from date of notice, this Agreement may be suspended or terminated.
- 3.6 To the greatest extent permissible by law, County, and any authorized federal, state or local agency, including, but not limited to, the U.S. Department of Housing and Urban Development, and the Comptroller of the United States will at all reasonable times have the right of access to Subrecipient's facility, books, documents, papers, or other records which are pertinent to this Agreement, in order to make audits, examinations, excerpts and transcripts for the purpose of evaluating Subrecipient's performance and Subrecipient's compliance with this Agreement.

4.0 COMPENSATION AND PAYMENT

- 4.1 In consideration for services specified in **Exhibit A** of this Agreement, County agrees to pay Subrecipient up to **\$237,707.00** (“the Maximum Allocated Amount”) from CDBG grants as follows:

CDBG Grant Year	Amount Allocated
2015-2016	\$30,332.00
2016-2017	\$207,375.00
Total	\$237,707.00

- 4.2 Payment will be made from the CDBG Grant County has received from the U.S. Department of Housing and Urban Development (“the awarding agency”).
- 4.3 Payment of the full Maximum Allocated Amount is subject to the CDBG funds being made available to County for this Agreement. The Maximum Allocated Amount may be decreased at any time due to reduction, termination, or any other changes in funding. Unless specifically authorized by County, unexpended funds will not be carried over into another fiscal year.
- 4.4 **Pursuant to the agreement between HUD and County (Pima County Contract No. B-16-UC-04-0502) and the Pima County Board of Supervisor’s approval of this allocation of CDBG funds to Subrecipient on May 3, 2016, Subrecipient may be reimbursed for eligible costs associated with activities under this Agreement from and after October 1, 2016. Notwithstanding the limitations above, Subrecipient may be reimbursed for administrative costs incurred for performance under this Agreement between July 1, 2016 and June 30, 2017.**
- 4.5 Subrecipient **must submit a request for reimbursement every month**, even if no funds are being requested for the prior month. Requests for reimbursement are due as follows:

Contract Month	Due date for Request for Reimbursement
January through April & July through December	30 calendar days from end of month
May	June 15
June	July 7

- 4.6 Each monthly Requests for reimbursement must:
- 4.6.1 Reference this contract number.
- 4.6.2 Be approved and signed by the person or persons that prepared the request and an authorized manager, supervisor or executive of the Subrecipient to insure proper internal financial controls.
- 4.6.3 Be for services and costs as identified in **Exhibit A**.
- 4.6.4 Be accompanied by documentation which must include, but is not limited to:
- 4.6.4.1 A summary report of monthly expenditures by expense categories as shown in approved budget in **Exhibit A** of this Agreement.
- 4.6.4.2 Copies of invoices and checks (front and back) to support all purchases of goods or services.
- 4.6.4.3 If reimbursement is authorized for travel, detailed travel reports to support all travel expenses.
- 4.6.4.4 If reimbursement is authorized for personnel costs, time sheets or other records that specify the hours worked on the grant(s) and the total hours worked in the pay period. Time sheets must show the days and hours worked and should be signed by the employee and authorizing supervisor.
- 4.6.4.5 Fringe benefit calculations at the rate as shown in the approved budget in **Exhibit A**.

4.6.4.6 Any other documentation requested by County.

4.6.5 Be accompanied by a hardcopy, with original signatures, of the Financial Status Report and Request for Funds attached hereto as **Exhibit B**.

- 4.7 If Subrecipient is required to provide matching funds under the terms of the awarding agency, Subrecipient must also provide the documentation described in Paragraph 4.6 for the matching funds.
- 4.8 **Subrecipient must utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.** Subrecipient may not bill the County for costs which are paid by another source. Subrecipient must notify County within ten (10) days of receipt of alternative funding for costs which would otherwise be subject to payment pursuant to this Agreement.
- 4.9 If each request for payment includes adequate and accurate documentation, County will generally pay Subrecipient within thirty (30) days from the date invoice is received. Subrecipient should budget cash needs accordingly.
- 4.10 County may, at its sole discretion:
- 4.10.1 Determine the acceptability and progress of work performed and determine the resulting entitlement to payment of each request for reimbursement.
- 4.10.2 Liquidate funds available under this Agreement for costs incurred by County on behalf of Subrecipient.
- 4.10.3 **Deny full payment** for requests for reimbursement that are submitted to County after the date set forth in Paragraph 4.5. County may deduct its processing costs or delay-related damages in connection with a request for payment submitted after that date.
- 4.10.4 **Deny payment** for any request for reimbursement received after the following dates:

Month Expense Incurred	Denial date
January through March July and August October through December	More than 60 days after the end of the month in which the expense was incurred
April and May	June 21
June	July 15
September	October 31

If payment is made on such a delinquent request, **County will deduct its processing costs or delay-related damages.**

- 4.11 Pursuant to A.R.S. § 11-622, County **will deny reimbursement completely** for requests for payment made later than six months after the last item of the account accrues.
- 4.12 **REQUEST FOR FINAL PAYMENT** for compensation earned and/or eligible costs incurred will be submitted to the County within **15 working days after the end of the contract term**. The request must meet the requirements set forth in Paragraph 4.6 and include a report summarizing Subrecipient's performance during the term of the Agreement.
- 4.13 **No payments will be made to Subrecipient, until all of the following conditions are met:**
- 4.13.1 Subrecipient has completed and submitted a W-9 Taxpayer Identification Number form;
- 4.13.2 Subrecipient has registered as a Pima County Vendor at the following web address -- <https://secure.pima.gov/procurement/vramp/login.aspx>;

- 4.13.3 This Agreement is fully executed; and
- 4.13.4 Adequate and accurate documentation is provided with each request for payment or invoice.
- 4.14 Subrecipient will report to County:
 - 4.14.1 Accrued expenditures;
 - 4.14.2 Program income, as defined by the awarding agency; and
 - 4.14.3 All other fiscal resources applied to expenses incurred in providing services under this Agreement.
- 4.15 Changes between budget line items may only be made as follows:
 - 4.15.1 Changes that do not increase or decrease the total budget amount may be granted by and at the sole discretion of the Director of Community Development and Neighborhood Conservation or designee, so long as the specified purpose, metrics, or outcomes are not affected by the change in the budget. Subrecipient must submit a written request and show that any proposed increase is offset by a decrease of equal value to the remaining line items. No increase to the total operating budget will be allowed. **The change will not be effective, nor will compensation under the change be provided, until the date set forth in the written approval of the Director or designee.**
 - 4.15.2 Changes that increase or decrease the total budget amount require a contract amendment. **The change will not be effective, nor will compensation under the change be provided, until the contract amendment is fully executed by both parties.**
- 4.16 Disallowed Charges or Cost principles will be as follows:
 - 4.16.1 The cost principle set forth in the Code of Federal Regulations (CFR), Title 48, Chapter 1, Part 31.201-6, (October 1, 1991), as modified by amendments and additions, on file with the Secretary of State and incorporated herein by reference, will be used to determine whether reimbursement of an incurred cost will be allowed under this Agreement. Those costs which are specifically defined as unallowable therein cannot be submitted for reimbursement by the Subrecipient and will not be reimbursed with Department funds.
 - 4.16.2 **Subrecipient must reimburse County for improper, unallowable or unsubstantiated costs discovered as a result of audit or otherwise within thirty (30) days following demand for reimbursement by County.**
- 4.17 For the period of record retention required under Section 20.0 -- Books and Records, County reserves the right to question any payment made under this Section 20.0 and to require reimbursement by setoff or otherwise for payments determined to be improper or contrary to the Agreement or law.

5.0 PROGRAM INCOME

- 5.1 County does not anticipate that Subrecipient will generate program income, as defined by the awarding agency, will be generated under the activities of this Agreement.
- 5.2 In the event that activities under this Agreement do generate program income or program income is authorized, Subrecipient must:
 - 5.2.1 Report to County all program income, as defined at 24 CFR 570.500(a), generated and received as a result of activities carried out with the CDBG-funds provided pursuant to this Agreement. These reports are due quarterly.
 - 5.2.2 Return program income to County within 15 days of the end of each month, unless otherwise specified in **Exhibit A**.

6.0 INSURANCE

6.1 Subrecipient will procure and maintain at its own expense insurance policies (the “Required Insurance”) satisfying the below requirements (the “Insurance Requirements”) until all of its obligations under this Contract have been met. The below Insurance Requirements are minimum requirements for this Contract and in no way limit Subrecipient’s indemnity obligations under this Contract. The County in no way warrants that the required insurance is sufficient to protect the Subrecipient for liabilities that may arise from or relate to this Contract. If necessary, Subrecipient may obtain commercial umbrella or excess insurance to satisfy the Insurance Requirements.

6.2 Insurance Coverages and Limits:

6.2.1 Commercial General Liability (CGL): Occurrence Form covering liability arising from premises, independent contractors, personal injury, bodily injury, broad form contractual liability and products-completed operations with minimum limits not less than \$2,000,000 Each Occurrence and \$2,000,000 General Aggregate.

6.2.2 Business Automobile Liability: Coverage for any owned, leased, hired, and/or non-owned autos assigned to or used in the performance of this Contract with minimum limits not less than \$1,000,000 Each Accident.

6.2.3 Workers’ Compensation (WC) and Employers’ Liability:

6.2.3.1 Workers’ Compensation with Employers Liability limits of \$1,000,000 each accident and \$1,000,000 each employee – disease. Workers’ Compensation statutory coverage is compulsory for employers of one or more employees.

6.2.3.2 Note: The Workers’ Compensation requirement does not apply if Subrecipient is exempt under A.R.S. § 23-901, and has executed the appropriate Pima County Sole Proprietor (Independent Contractor) Waiver form.

6.3 Additional Insurance Requirements:

6.3.1 Insurer Financial Ratings: Coverage must be placed with insurers acceptable to the County with A.M. Best rating of not less than A- VII, unless otherwise approved by the County.

6.3.2 Additional Insured: The General Liability policy must be endorsed to include Pima County and all its related special districts, elected officials, officers, agents, employees and volunteers (collectively “County and its Agents”) as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Subrecipient. The full policy limits and scope of protection must apply to the County and its Agents as an additional insured, even if they exceed the Insurance Requirements.

6.3.3 Waiver of Subrogation: Commercial General Liability and Workers’ Compensation coverages must each contain a waiver of subrogation in favor of County and its Agents for losses arising from work performed by or on behalf of the Subrecipient.

6.3.4 Primary Insurance: The Required Insurance policies, with respect to any claims related to this Contract, must be primary and must treat any insurance carried by County as excess and not contributory insurance. The Required Insurance policies may not obligate the County to pay any portion of a Subrecipient’s deductible or Self Insurance Retention (SIR).

6.3.5 Subcontractors: Subrecipient must either (a) include all subcontractors as additional insureds under its Required Insurance policies, or (b) require each subcontractor to separately meet all Insurance Requirements and verify that each subcontractor has done so, Subrecipient must furnish, if requested by County, appropriate insurance certificates for each subcontractor. Subrecipient must obtain County’s approval of any subcontractor request to modify the Insurance Requirements as to that subcontractor.

6.4 **Verification of Coverage:**

- 6.4.1 Insurer or Broker of Subrecipient must evidence compliance with the Insurance Requirements by furnishing certificates of insurance executed by a duly authorized representative of each insurer. Each certificate must include:
 - 6.4.1.1 The Pima County tracking number for this Contract, which is shown on the first page of the Contract, and a project description, in the body of the Certificate,
 - 6.4.1.2 A notation of policy deductibles or SIRs relating to the specific policy, and
 - 6.4.1.3 Certificates must specify that the appropriate policies are endorsed to include additional insured and subrogation waiver endorsements for the County and its Agents.
- 6.4.2 Each Required Insurance policy and appropriate endorsements must be in effect not less than 15 days prior to commencement of work under this Contract. A renewal certificate must be provided to County not less than 15 days prior to the policy's expiration date to include actual copies of the additional insured and waiver of subrogation endorsements. Failure to maintain the Required Insurance, or to provide evidence of renewal, is a material breach of this Contract.
- 6.4.3 County reserves the right to, at any time, require complete copies of any or all Required Insurance policies.
- 6.4.4 Cancellation Notice: Subrecipient's insurance policies and endorsements shall not be permitted to expire, be cancelled, suspended or materially changed from the agreed upon Insurance Requirements for any reason without thirty (30) days advance written notice to the County of the policy cancellation, suspension or material change. Subrecipient must provide written notice to County within 2 business days of receipt of notice. For cancellation of non-payment, Insurer is to provide County with written notice 10 days prior to cancellation of policy.

- 6.5 **Approval and Modifications:** The Pima County Risk Manager may approve a modification of the Insurance Requirements without the necessity of a formal Contract amendment, but the approval must be in writing. Neither the County's failure to obtain a required insurance certificate or endorsement, the County's failure to object to a non-complying insurance certificate or endorsement, or the County's receipt of any other information from the Subrecipient, its insurance broker(s) and/or insurer(s), constitutes a waiver of any of the Insurance Requirements.

7.0 **INDEMNIFICATION**

- 7.1 Subrecipient will 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 Subrecipient, its agents, employees or anyone under its direction or control or on its behalf in connection with performance of this Agreement.
- 7.2 Subrecipient warrants that services provided under this Agreement are non-infringing. Subrecipient will indemnify, defend and hold County harmless from any claim of infringement arising from services provided under this Agreement or from the provision, license, transfer or use for their intended purpose of any products provided under this Agreement.

8.0 **COMPLIANCE WITH LAWS**

- 8.1 Subrecipient will comply with all federal, state, and local laws, rules, regulations, standards and Executive Orders, without limitation to those designated within this Agreement. The laws and regulations of the State of Arizona will govern the rights of the parties, the performance of this

Agreement, and any disputes hereunder. Any action relating to this Agreement must be brought in a court of the State of Arizona in Pima County. Any changes in the governing laws, rules, and regulations during the terms of this Agreement will apply, but do not require an amendment.

- 8.2 Subrecipient will comply with the requirements of 24 CFR 570, including subpart K of these regulations, except the Subrecipient does not assume:
 - 8.2.1 County's environmental responsibilities described in 24 CFR 570.604; and
 - 8.2.2 County's responsibility for initiating the review process under the provisions of 24 CFR Part 52.
- 8.3 Subrecipient warrants that CDBG funds provided or personnel employed in the administration of the program funded under this Agreement will not be used for:
 - 8.3.1 Political activities;
 - 8.3.2 Inherently religious activities;
 - 8.3.3 Lobbying;
 - 8.3.4 Political patronage; or
 - 8.3.5 Nepotism activities.
- 8.4 Subrecipient will comply with the applicable provisions of:
 - 8.4.1 Davis-Bacon Act (Public Law 107-217), as amended;
 - 8.4.2 Contract Work Hours and Safety Standards Act (40 USC 327 *et seq.*);
 - 8.4.3 Copeland Anti-Kick Back Act (18 USC 874 *et seq.*);
 - 8.4.4 Section 3 of the HUD Act of 1968 as amended; and
 - 8.4.5 All rules and regulations applicable to the Acts set forth above.
- 8.5 Subrecipient will fully cooperate with County, HUD and any other federal agency in the review and determination of compliance with the above provisions.

9.0 INDEPENDENT CONTRACTOR

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

10.0 SUBCONTRACTORS

- 10.1 Except as provided in paragraph 10.2, Subrecipient will not enter into any subcontracts for any services to be performed under this Agreement without County's prior written approval of the subcontract. Subrecipient must follow all applicable Federal, State, and County rules and regulations for obtaining subcontractor services.
- 10.2 Prior written approval is not required for the purchase of supplies that are necessary and incidental to Subrecipient's performance under this Agreement.
- 10.3 Subrecipient 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 Subrecipient is responsible for the acts and omissions of persons

directly employed by it. Nothing in this contract will 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.

- 10.4 Subrecipient must include the provision set forth in paragraph 3.6 in all contracts between Subrecipient and its subcontractors providing goods or services pursuant to this Agreement. Subrecipient will be responsible for subcontractors' compliance with that provision and for any disallowances or withholding of reimbursements resulting from noncompliance of said subcontractors with the provision.

11.0 ASSIGNMENT

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

12.0 NON-DISCRIMINATION

- 12.1 Subrecipient 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.
- 12.2 During the performance of this contract, Subrecipient will not discriminate against any employee, client or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin.

13.0 AMERICANS WITH DISABILITIES ACT

Subrecipient will comply with all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, including 28 CFR Parts 35 and 36. If Subrecipient is carrying out a government program or services on behalf of County, then Subrecipient will maintain accessibility to the program to the same extent and degree that would be required by the County under 28 CFR Sections 35.130, 35.133, 35.149 through 35.151, 35.160, 35.161 and 35.163. Failure to do so could result in the termination of this Agreement.

14.0 AUTHORITY TO CONTRACT

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

15.0 FULL AND COMPLETE PERFORMANCE

The failure of either party to insist on one or more instances upon the full and complete performance of any of the terms or conditions of this Agreement to be performed on the part of the other, or to take any action permitted as a result thereof, will 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 will not be construed as an accord and satisfaction.

16.0 CANCELLATION FOR CONFLICT OF INTEREST

- 16.1 This Agreement is subject to cancellation for conflict of interest pursuant to ARS § 38-511, the pertinent provisions of which are incorporated into this Agreement by reference.
- 16.2 Subrecipient agrees to comply with all applicable conflict of interest provisions contained in Federal laws and regulations that govern the awarding agency including 24 CFR 84.42 and 570.611.

17.0 TERMINATION AND SUSPENSION

- 17.1 Termination for Convenience: County reserves the right to terminate this Agreement at any time and without cause by serving upon Subrecipient thirty (30) days advance written notice of such intent to terminate. In the event of such termination, the County's only obligation to Subrecipient will be payment for services rendered prior to the date of termination.
- 17.2 Insufficient Funds: Notwithstanding Paragraph 17.1 above, if any state or federal grant monies used to pay for performance under this Agreement are reduced or withdrawn, County will have the right to either reduce the services to be provided and the total dollar amount payable under this Agreement or terminate the Agreement. To the extent possible, County will endeavor to provide fifteen (15) days written notice of such reduction or termination. In the event of a reduction in the amount payable, County will not be liable to Subrecipient for more than the reduced amount. In the event of a termination under this paragraph, County's only obligation to Subrecipient will be payment for services rendered prior to the date of termination to the extent that grant funds are available.
- 17.3 Termination for Cause: This Agreement may be terminated at any time without advance notice and without further obligation by the County when the Subrecipient is found by County to be in default of any provision of this Agreement.
- 17.4 Non-Appropriation: Notwithstanding any other provision in this Agreement, this Agreement 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 Agreement. In the event of such termination, County will have no further obligation to Subrecipient, other than for services rendered prior to termination.
- 17.5 Suspension: County reserves the right to suspend Subrecipient's performance and payments under this Agreement immediately upon notice delivered to Subrecipient's designated agent in order to investigate Subrecipient's activities and compliance with this Agreement. In the event of an investigation by County, Subrecipient will cooperate fully and provide all requested information and documentation. At the conclusion of the investigation, or within forty-five (45) days, whichever is sooner, Subrecipient will be notified in writing that the contract will be immediately terminated or that performance may be resumed.

18.0 NOTICE

- 18.1 Subrecipient must give written notice of any change of corporate or entity status as promptly as possible and, in any event, within fifteen (15) days after the change is effective. A change in corporate or entity status includes, but is not limited to, change from unincorporated to incorporated status and vice versa and any suspension or termination of corporate status based on failure to comply with all applicable federal, state, and local reporting requirements.
- 18.2 Any notice required or permitted to be given under this Agreement must be in writing and must be served by delivery or by certified mail upon the other party as follows:

County:

Margaret Kish, Director
Pima County Community Development and
Neighborhood Conservation
2797 E. Ajo Way
Tucson, AZ 85713

Subrecipient:

Veronica Moreno, Interim City Manager
City of South Tucson
1601 S. 6th Avenue
South Tucson, AZ 85713

19.0 OTHER DOCUMENTS

- 19.1 In entering into this Agreement, Subrecipient and County have relied upon information provided in Subrecipient's proposal submitted in response to Pima County Solicitation identified in the recitals of this Agreement ("the Community Planning Application") including the Instructions to Bidders, Standard Terms and Conditions, Specific Terms and Conditions, Solicitation Addenda, Subrecipient's Proposal, other information and documents submitted by the Subrecipient in its' response to said Solicitation.
- 19.2 The documents set forth in Paragraph 19.1 are hereby incorporated into and made a part of this Agreement as if set forth in full herein, to the extent not inconsistent with the provisions of this Agreement, including all exhibits. Subrecipient will promptly bring any provisions which Subrecipient believes are inconsistent to County's attention, and County will provide Subrecipient with its interpretation of the provisions in question. In the event of an irreconcilable inconsistency, the provisions of the awarding agency documents will govern over the conditions of this Agreement, unless otherwise required by law.

20.0 BOOKS AND RECORDS

- 20.1 Subrecipient will keep and maintain all records specified in 24 CFR 570.506 which are pertinent to the activities funded under this Agreement. All such records will be open for inspection and audit by duly authorized representatives of County during normal business hours. Records include, but are not limited to:
- 20.1.1 A full description of each action or activity taken to comply with this Agreement;
 - 20.1.2 Demonstration that the actions and activities meet one or more of the National Objectives of the CDBG program;
 - 20.1.3 Eligibility documentation and determination;
 - 20.1.4 Documentation of compliance with the fair housing and equal opportunity components of the CDBG program;
 - 20.1.5 Disbursements of funds;
 - 20.1.6 Financial records required under 24 CFR 570.502 and 24 CFR 84.21 – 28; and
 - 20.1.7 Documentation of compliance with Subpart K of 24 CFR Part 570.
- 20.2 Subrecipient must retain all records pertaining to this Agreement for four (4) years after County submits the annual performance and evaluation report to HUD in which the CDBG-funded activities under this Agreement are reported on for the final time or until completion of any action and resolution of all issues which arise from any related litigation, claim, negotiations, audit or other action involving the records that was started before the expiration of the 4-year period, whichever is later.

21.0 AUDIT REQUIREMENTS

- 21.1 Subrecipient will:
- 21.1.1 Comply with the applicable provisions of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards (2 CFR Parts 200 and 2400).
 - 21.1.2 **Establish and maintain a separate, identifiable accounting of all funds provided by County under this Agreement.** The accounting must record all expenditures which are used to support invoices and requests for payment from the County.
 - 21.1.3 Establish and maintain accounting records which identify the source and application of any funds not provided under this Agreement used to support these Agreement activities.

- 21.1.4 Ensure that all accounting records meet the requirements of the Federal, State, County, and generally accepted accounting principles laws and regulations.
 - 21.1.5 Upon written notice from County, provide a program-specific or financial audit. Such notice from County will specify the period to be covered by the audit, the type of audit and the deadline for completion and submission of the audit.
 - 21.1.6 Assure that any audit conducted pursuant to this Agreement is performed by a qualified, independent accounting firm and submitted to County within six (6) months of completion of the audit required pursuant to this Section 21.0, unless a different time is specified by County. The audit submitted must include Subrecipient responses, if any, concerning any audit findings.
 - 21.1.7 Pay all costs for any audit required or requested pursuant to this Section 21.0, unless the cost is allowable for payment with the grant funds provided pursuant to this Agreement under the appropriate federal or state grant law and the cost was specifically included in the Subrecipient grant budget approved by County.
- 21.2 Subrecipient status:
- 21.2.1 If Subrecipient is a "nonprofit corporation" that meets the definition of "corporation" in A.R.S. §10-3140, Subrecipient will comply with the applicable audit requirements set forth in A.R.S. § 11-624, "Audit of Non-Profit Corporations Receiving County Monies."
 - 21.2.2 If Subrecipient meets or exceeds the single audit threshold set forth in 2 C.F.R. Part 200, Subrecipient will comply with federal single audit requirements and, upon request from County, provide County with a copy of the required audit document within ninety (90) days following the end of Subrecipient's fiscal year.
- 21.3 Subrecipient must timely submit the required or requested audit(s) to:
- Denise Sauer, Contract Specialist
Pima County Community Development and Neighborhood Conservation
2797 E. Ajo Way, 3rd Floor
Tucson, AZ 85713

22.0 COPYRIGHT

Neither, Subrecipient nor its officers, agents or employees will copyright any materials or products developed through contract services provided or contract expenditures made under this Agreement without prior written approval by the County. Upon approval, the County will have a non-exclusive and irrevocable license to reproduce, publish or otherwise use or authorize the use of any copyrighted material.

23.0 PROPERTY OF THE COUNTY

- 23.1 Subrecipient is not the agent of County for any purpose and will not purchase any materials, equipment or supplies on the credit of County.
- 23.2 Any materials, including reports, computer programs and other deliverables, created under this Agreement are the sole property of County. Subrecipient is not entitled to a patent or copyright on those materials and may not transfer the patent or copyright to anyone else. Subrecipient will not use or release these materials without the prior written consent of County.

24.0 DISPOSAL OF PROPERTY

Termination of this Agreement will not relieve any party from liabilities or costs already incurred under this Agreement, nor affect any ownership of property pursuant to this Agreement.

25.0 COORDINATION

On matters relating to the administration of this Agreement, County will be Subrecipient's contact with all Federal, State and local agencies that provide funding for this Agreement.

26.0 PUBLIC INFORMATION

- 26.1 Pursuant to Arizona Public Records law, A.R.S. § 39-121 *et seq.*, documents submitted by Subrecipient to County may be considered public records and may be subject to release to any member of the public. Records subject to release may include, but are not limited to: pricing, product or program specifications, work plans, and any supporting data.
- 26.2 In the event that County receives a public records request pursuant to A.R.S. § 39-121 *et seq.* for documents Subrecipient submitted to County, County will notify Subrecipient on the same day the request is made or as soon as possible thereafter.
- 26.3 County will release Subrecipient's records ten (10) business days after the date of notice to the Subrecipient, unless Subrecipient has secured a protective order, injunctive relief or other appropriate order from a court of competent jurisdiction, enjoining the release of the records. For the purposes of this paragraph, the day of the request for release will not be counted in the time calculation.
- 26.4 County will not, under any circumstances, be responsible for securing a protective order or other relief enjoining the release of records submitted to County by Subrecipient nor will County be in any way financially responsible for any costs associated with securing such an order.

27.0 ELIGIBILITY FOR PUBLIC BENEFITS

Subrecipient will comply with applicable provisions of A.R.S. §§1-501 and 1-502 regarding public benefits, which are hereby incorporated as provisions of this Agreement.

28.0 LEGAL ARIZONA WORKERS ACT COMPLIANCE

- 28.1 Subrecipient hereby warrants that it will at all times during the term of this Agreement comply with all federal immigration laws applicable to Subrecipient's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Subrecipient will further ensure that each subcontractor who performs any work for Subrecipient under this contract likewise complies with the State and Federal Immigration Laws.
- 28.2 County will have the right at any time to inspect the books and records of Subrecipient and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.
- 28.3 Any breach of Subrecipient's or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, will be deemed to be a material breach of this Agreement subjecting Subrecipient to penalties up to and including suspension or termination of this Agreement. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, Subrecipient will be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor, (subject to County approval if Minority and Women Business E preferences apply) as soon as possible so as not to delay project completion.
- 28.4 Subrecipient will advise each subcontractor of County's rights, and the Subcontractor's obligations, under this Article (or Section?) by including a provision in each subcontract substantially in the following form:

"Subcontractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Subcontractor's employees, and with the requirements of A.R.S. § 23-214 (A). Subcontractor further agrees that County may inspect the Subcontractor's books and records to ensure that

Subcontractor is in compliance with these requirements. Any breach of this paragraph by Subcontractor 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."

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

29.0 REMEDIES

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

30.0 SEVERABILITY

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

31.0 NON-EXCLUSIVE AGREEMENT

Subrecipient understands that this Agreement is nonexclusive and is for the sole convenience of County. County reserves the right to obtain like services from other sources for any reason.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

32.0 ENTIRE AGREEMENT

- 32.1 This document constitutes the entire agreement between the parties pertaining to the subject matter hereof.
- 32.2 No verbal agreements or conversations with any officer, agent or employee of County prior to or after the execution of this Agreement will affect or modify any of the terms or obligations contained in any documents comprising this Agreement. Any such verbal agreement will be considered as unofficial information and in no way binding upon County and all prior or contemporaneous agreements and understandings, oral or written, are hereby superseded and merged herein.
- 32.3 This Agreement 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 Agreement on the date written below.

THIS AGREEMENT MAY BE SIGNED IN COUNTERPARTS

PIMA COUNTY

SUBRECIPIENT

Chair, Board of Supervisors

Mayor, City of South Tucson

Date: _____

Date: _____

ATTEST

ATTEST

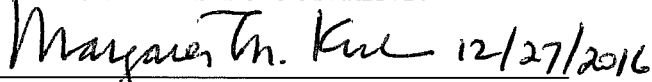
Clerk of the Board

City Clerk

Date: _____

Date: _____

APPROVED AS TO CONTENT:



Director, Community Development
and Neighborhood Conservation

The foregoing Intergovernmental Agreement between Pima County and City of South Tucson has been reviewed pursuant to A.R.S. §11-952 by the undersigned Deputy County Attorney and the City of South Tucson Attorney, who have determined that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona to those parties to the Agreement represented by Pima County and the City of South Tucson.

PIMA COUNTY:



Karen S. Friar, Deputy County Attorney

CITY OF SOUTH TUCSON:

Town Attorney

EXHIBIT A SCOPE OF WORK

1. Program Title:

Management and Implementation of the City of South Tucson Community Development Block Grant Program ("the CDBG Program").

2. Program Purpose:

The Program will provide the following eligible CDBG activities for income-qualified persons and households in South Tucson, Arizona:

- 2.1. Program Administration;
- 2.2. Community Policing, Public Services;
- 2.3. Fire Safety Equipment, Community Public Facilities Improvements; and
- 2.4. Pio Decimo, John Valenzuela Youth Center (JVYC), Public Services.

3. Program Activities:

- 3.1. Program Administration. Subrecipient will provide general CDBG program administration functions and activities for the management and implementation of the CDBG program to the extent allowed under 24 CFR 570.206.
- 3.2. Community Policing. Subrecipient will provide, CDBG public service, crime prevention and public safety activities as allowable per 24 CFR 570.201(e). Activities may include, but are not limited to:
 - 3.2.1. Developing and implementing crime prevention and other public safety community outreach programming for residents of South Tucson ("the City");
 - 3.2.2. Supporting and staffing crime prevention programs, including but not limited to:
 - 3.2.2.1. Gang Resistance -- Education, and Training Program at the two public schools and three established Local Youth Safe Havens in the City; and
 - 3.2.2.2. South Tucson Police Explorer Post #317.
 - 3.2.3. Conducting law enforcement and youth gang prevention activities in within the City limits;
 - 3.2.4. Supporting bicycle police patrol operations and equipment;
 - 3.2.5. Procuring, by competitive process, eligible materials and supplies to support this activity; and,
 - 3.2.6. Providing for police personnel salaries and benefits for direct time and effort associated with the activities set forth above.
- 3.3. Fire Safety Equipment. Provide eligible, CDBG public facilities, fire safety and protection equipment as allowable per 24 CFR 570.201(c). Subrecipient will procure, by competitive process, the following:
 - 3.3.1. Fire truck and apparatus;
 - 3.3.2. Firefighters' protective clothing;
 - 3.3.3. Life-saving equipment; and,
 - 3.3.4. Other public safety equipment deemed integral to fire protection.

- 3.4. Pio Decimo, John Valenzuela Youth Center (“JVYC”). Provide eligible, CDBG public service, youth programming as allowable per 24 CFR 570.201(e). Subrecipient will enter into a contract with a provider to conduct youth programs at JVYC located at 1550 S. Sixth Avenue.
 - 3.4.1. Programs must be provided weekly, year-round, access to programming for low income, primarily at-risk, youth, ages five to 17 as follows (holidays may be excluded):
 - 3.4.1.1. Monday through Thursday 9:00 A.M. to 8:30 P.M.
 - 3.4.1.2. Fridays 9:00 A.M. to 6:00 P.M.
 - 3.4.2. The contracted program provider will coordinate and provide a safe environment for youth to participate in supervised and meaningful activities including, but not limited to:
 - 3.4.2.1. Art and crafts;
 - 3.4.2.2. Homework and afterschool support;
 - 3.4.2.3. Science fair events;
 - 3.4.2.4. Health and fitness exercises;
 - 3.4.2.5. A variety of recreational sports;
 - 3.4.2.6. Cultural and education events;
 - 3.4.2.7. Social and club events; and
 - 3.4.2.8. Community policing public services.
 - 3.4.3. Subrecipient will work with the contracted program provider and JVYC staff to complete programmatic and fiscal activities, including, but not limited to:
 - 3.4.3.1. Gathering, maintaining and compiling information from participants to meet reporting requirements as detail in paragraph 7.1.4;
 - 3.4.3.2. Timely reviewing, processing and submitting requests for reimbursement to County for eligible youth program activities which may include personnel and fringe benefits paid to contracted provider; and, materials and supplies; and
 - 3.4.3.3. Upon written request and approval of County, Subrecipient may recommend that the contracted provider submit the required reports and requests for reimbursement directly to Pima County.

4. Project goal/predicted outcomes:

- 4.1. Goal: Create viable communities that meet the needs of low- and moderate-income individuals and households through CDBG activities that promote decent housing, suitable living environments and expanded economic opportunities.
- 4.2. Predicted outcome: Individuals and households who participate in the CDBG Program will have new or improved access to crime prevention public services; fire facility and equipment improvements; and, programming for at-risk youth.

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

Upon completion, the City of South Tucson CDBG Program will meet the HUD CDBG National Objective to assist low- and moderate-income persons and households.

6. Metrics available to measure performance: At a minimum, Subrecipient will accomplish the following:

- 6.1. One (1) full-time police officer or equivalent will conduct crime and gang prevention activities serving the population of the City;
- 6.2. The fire safety equipment set forth in paragraph 3.3 will be competitively procured and purchased for the benefit of City residents; and
- 6.3. One-hundred (100) unduplicated, primarily at-risk, youth from low-to moderate income households in the City will participate in programing conducted at the John Valenzuela Youth Center.

7. Reports: Subrecipient will:

- 7.1. Provide quarterly reports to County for submission to HUD. The reports must include, but are not limited to, the following:
 - 7.1.1. An accomplishment narrative describing program successes and challenges;
 - 7.1.2. Number of persons benefiting from community policing public service activities;
 - 7.1.3. Number of persons benefiting from public facility improvement to integral to the operation of the fire protection facility;
 - 7.1.4. Utilize **Exhibit C, Self-Certification for Income Verification** to indicate number of unduplicated participants assisted with youth public services, including but not limit to, the following information as applicable:
 - 7.1.4.1. Household income calculated and identified by appropriate cohort per household as follows:
 - 7.1.4.1.1. Extremely Low Income, at or below 30% Area Median Income (“AMI”);
 - 7.1.4.1.2. Low Income, at or below 50% AMI; and
 - 7.1.4.1.3. Moderate Income, at or below 80% AMI.
 - 7.1.4.2. Racial and Ethnic information of youth receiving programming assistance.
 - 7.1.4.3. Number of Female-headed households assisted.
 - 7.1.4.4. Number of disabled clients assisted.
 - 7.1.4.5. Public Service information as follows:
 - 7.1.4.5.1. Persons with new or continuing access service or benefit;
 - 7.1.4.5.2. Persons with improved access to a service or benefit; and
 - 7.1.4.5.3. Persons who receive a service or benefit that is no longer substandard.
- 7.2. All reporting provisions will survive the termination of this Agreement.

8. Budget:

CDBG Activities	Budget
Administration	\$ 32,375.00
Community Policing	\$ 45,000.00
Fire Safety Equipment	\$ 60,332.00
Pio Decimo, JVYC	\$100,000.00
Total	\$237,707.00

END OF EXHIBIT A

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

CDBG Invoice For The Month Of _____, 2016-2017

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

PLEASE SEND INVOICE TO THE ATTENTION OF:

AGENCY INVOICE IS FOR (NAME & ADDRESS):

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

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

INVOICE DATE: _____ AGENCY CONTRACT #: _____

PROGRAM NAME: _____

INVOICE #: _____ PRGM/MAJ PRGM: _____

APPROVED BUDGET & BILLING DETAILS

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

By signing this report: I certify that to the best of my knowledge: (1) the information reported represents actual receipts and actual expenditures which have been incurred in accordance with the agreement for management and implementation of the CDBG Program and are based on official accounting records and supporting documents which will be maintained by us for purposes of audit; and (2) the report is true, complete and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statement, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).

REQUIRED SUBRECIPIENT SIGNATURES - ALL INVOICES MUST BE SIGNED IN BOTH SPACES:

Agency Preparer Signature - please print & sign

Date

Contact Phone Num/Ext

Agency Authorized Approver Signature - please print & sign

Date

Contact Phone Num/Ext

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

~~~~~FOR PIMA COUNTY USE ONLY~~~~~

Date bill rcv'd/Initials

Date rtnd for corrections/Initials

Date rvwd & submitted for payment/Initials

**EXHIBIT C**  
**Self-Certification for Income Verification**

First Name \_\_\_\_\_ Last Name \_\_\_\_\_ Date \_\_\_\_\_  
 Address \_\_\_\_\_ City \_\_\_\_\_ Zip Code \_\_\_\_\_  
 Phone Number \_\_\_\_\_ Date of Birth \_\_\_\_\_ Age \_\_\_\_\_ Gender ☐ Male ☐ Female

**Race: (You must choose one)**

- ☐ White ☐ American Indian/Alaska Native ☐ Asian ☐ Black or African American ☐ Native Hawaiian or Pacific Islander  
☐ American Indian/Alaska Native & White ☐ Asian & White ☐ American Indian/Alaska Native & Black/African American  
☐ Black/African American & White ☐ Other Multi-Racial

**Ethnicity: (You must choose one)**

\_\_\_\_\_ Hispanic or Latino \_\_\_\_\_ Not Hispanic or Latino

**Female Headed of Household:** ☐ Yes ☐ No **Program Participant is Disabled:** ☐ Yes ☐ No

Family Income: Calculation of Family Income includes: gross wages, salaries, unemployment insurance, disability or SSI, Social Security, pensions, child support, Temporary Assistance for Needy Families (TANF) and any other source of **income for all family members 18 years of age and older.**

Family Income Table (below):

**1.FIRST** circle the number of persons in your household.

**2.THEN** go across and circle your corresponding household annual income category.

**2016-2017 Income Limits (Based on Area Median Income)**

| Household Size | 30% of AMI and below | 50% of AMI and below | 80% of AMI and below | Above 80%      |
|----------------|----------------------|----------------------|----------------------|----------------|
| 1              | \$11,900             | \$19,850             | \$31,750             | Above \$31,750 |
| 2              | \$13,600             | \$22,700             | \$36,300             | Above \$36,300 |
| 3              | \$15,300             | \$25,550             | \$40,850             | Above \$40,850 |
| 4              | \$16,950             | \$28,350             | \$45,350             | Above \$45,350 |
| 5              | \$18,350             | \$30,650             | \$49,000             | Above \$49,000 |
| 6              | \$19,700             | \$32,900             | \$52,650             | Above \$52,650 |
| 7              | \$21,050             | \$35,200             | \$56,250             | Above \$56,250 |
| 8              | \$22,400             | \$37,450             | \$59,900             | Above \$59,900 |

Community Development Block Grant is a federal funding program to support lower income households. This agency requires all program participants to give us information on income and family size in order to qualify for services. You must complete this self-certification stating that the information you provide is true to the best of your knowledge. All information is kept confidential for records keeping and reporting requirements. No information will be released without your written consent.

"I certify that all information provided on this application is true to the best of my knowledge. I also understand that I will provide verification of income, if requested."

\_\_\_\_\_  
Print Name (applicant)

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Print Name (parent/guardian, if applicant is a minor)

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Staff Reviewer

\_\_\_\_\_  
Staff Signature