



BOARD OF SUPERVISORS AGENDA ITEM REPORT CONTRACTS / AWARDS / GRANTS

☐ Award ☒ Contract ☐ Grant

Requested Board Meeting Date: 05/07/19

* = Mandatory, information must be provided

or Procurement Director Award ☐

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

Kuehl Enterprises, LLC

***Project Title/Description:**

Consulting Services for Planning, Technical/Training Assistance & Report Planning

***Purpose:**

Consultant services to assist Pima County and City of Tucson, via its US Department of Housing and Urban Development (HUD) Consortium, in providing planning, technical/training assistance and report preparation to complete its required 2020-2025 HUD Consolidated Plan ("Con Plan"), respective 2020-2021 Annual Action Plans ("AAP"), Citizen Participation Plan ("CPP") and updated Analysis of Impediments to Fair Housing ("AI").

***Procurement Method:**

The Pima County / City of Tucson HUD Consortium sought the services of a qualified consultant firms to prepare the HUD plans under solicitation number CDNC-HCD-10-15-18-AI-ConPlan-APP, titled "City of Tucson Pima County Analysis of Impediments of Fair Housing Choice and Consolidated Plan Update." City and County have previously executed an Intergovernmental Agreement to equally share the contractual cost to complete the required HUD Plans with the assistance of a consultant firm negotiated at \$75,000 each. Federal resources to complete these housing and community planning documents utilizing professional consulting firms is HUD eligible.

***Program Goals/Predicted Outcomes:**

Goal: Consultant services will provide informative socio-economic analysis, housing and community needs assessment, and effective public outreach to assist Pima County and the City of Tucson in the prioritization of respective HUD entitlement funding resources.

Outcome: HUD plans will be completed for both the City of Tucson and Pima County securing HUD entitlement funding and attracting other leveraged resources for the benefit of county residents.

***Public Benefit:**

An estimated \$54 Million in HUD entitlement resources will be made available for projects that address housing, community development, homelessness and special populations in Pima County and the City of Tucson, effectively Countrywide.

***Metrics Available to Measure Performance:**

Five significant housing and community planning documents will be completed effectively securing HUD funds for Pima County, in addition to, serving as planning documents and needs assessments designed to secure other local, state, and federal resources.

***Retroactive:**

Yes to April 1, 2019. Finalizing documentation, re-confirmation of deliverables and finalization of IGA with City of Tucson securing equal share commitment. If not approved, HUD funding could be jeopardized.

10:00B - 4-18-19
Ver. - 1
905 - 20 (1)

Contract / Award InformationDocument Type: CT Department Code: CD Contract Number (i.e., 15-123): 19-427Effective Date: 04/01/2019 Termination Date: 03/31/2020 Prior Contract Number (Synergen/CMS): _____☒ **Expense Amount: \$*** 150,000.00 ☐ Revenue Amount: \$ _____***Funding Source(s) required:** U.S. Department of Housing and Urban Development (HUD), Community Development Block Grant (CDBG)- \$75,000.00; Pima County General Fund- \$75,000.00Funding from General Fund? ☒ Yes ☐ No If Yes \$ 75,000.00 % 50Contract is fully or partially funded with Federal Funds? ☒ Yes ☐ NoIf Yes, is the Contract to a vendor or subrecipient? Vendor - HkWere insurance or indemnity clauses modified? ☐ Yes ☒ No*If Yes, attach Risk's approval.*Vendor is using a Social Security Number? ☐ Yes ☒ No*If Yes, attach the required form per Administrative Procedure 22-73.***Amendment / Revised Award Information**

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

Amendment No.: _____ AMS Version No.: _____

Effective Date: _____ New Termination Date: _____

Prior Contract No. (Synergen/CMS): _____

☐ Expense or ☐ Revenue ☐ Increase ☐ Decrease Amount This Amendment: \$ _____Is there revenue included? ☐ Yes ☐ No If Yes \$ _____***Funding Source(s) required:**Funding from General Fund? ☐ Yes ☐ No If Yes \$ _____ % _____**Grant/Amendment Information** (for grants acceptance and awards) ☐ Award ☐ Amendment

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

Effective Date: _____ Termination Date: _____ Amendment Number: _____

☐ Match Amount: \$ _____ ☐ Revenue Amount: \$ _____***All Funding Source(s) required:*****Match funding from General Fund?** ☐ Yes ☐ No If Yes \$ _____ % _____***Match funding from other sources?** ☐ Yes ☐ No If Yes \$ _____ % _____***Funding Source:** _____***If Federal funds are received, is funding coming directly from the Federal government or passed through other organization(s)?** _____Contact: Dewey Cooper, Contract Specialist 724-2772, Joel Gastelum Program Manager 724-6750Department: Community Development & Neighborhood Conservation Telephone: 724-2460Department Director Signature/Date: Donal [Signature] 4.15.19Deputy County Administrator Signature/Date: John [Signature] 4-17-2019County Administrator Signature/Date: C. Bulbulung 4/17/19
(Required for Board Agenda/Addendum Items)

Pima County Community Development and Neighborhood Conservation Department	
Project:	Consulting Services for Planning, Technical/Training Assistance & Report Planning
Contractor:	Kuehl Enterprises, LLC P.O. Box 642 Humboldt, Arizona 86329
Amount:	\$150,000.00
Contract No.:	CT-CD-19-427
Funding:	U.S. Department of Housing and Urban Development and Pima County General Funds

Term:	April 1, 2019 to March 31, 2020		
DUNS No.:	182889076		
Research or Development:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
Federal Contract No.:	B-18-UC-04-0502, B-19-UC-04-0502		
Required Match:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Match Amount:	None
Indirect Cost Rate:	<input type="checkbox"/> Federal	<input type="checkbox"/> NICR	<input type="checkbox"/> de minimis <input checked="" type="checkbox"/> None
Status of Contractor:	<input type="checkbox"/> Subrecipient		<input checked="" type="checkbox"/> Contractor

CFDA	Program Description	Nation Funding	Pima County Award
14.218	Community Development Block Grant/Entitlement Communities (CDBG)	FY18 \$3,060,000,000.00	FY 18 \$2,903,833.00
14.218	Community Development Block Grant/Entitlement Communities (CDBG)	FY19 TBD	FY 19 TBD

This Agreement is entered into by and between Pima County ("County"), a body politic and corporate of the State of Arizona and Kuehl Enterprises, L.L.C. ("Contractor"), a for-profit corporation doing business in the State of Arizona.

RECITALS

- A. 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.
- B. County applied for and received Community Development Block Grant ("CDBG") funds in the amount of \$2,903,833 in Federal Fiscal Year (FY) 2018-2019 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).
- C. City and County executed an Intergovernmental Agreement that contains stipulation that City and County (together "Consortium") will share the costs for Contractor's services.
- D. City and County sought the services of a consultant qualified to prepare the HUD Plans under solicitation number CDNC-HCD-10-15-18-AI-ConPlan-APP, titled "City of Tucson-Pima County Analysis of Impediments of Fair Housing Choice & Consolidated Plan Update".

- E. City and County determined that Contractor possesses the required experience and knowledge in the preparation of HUD Plans and other Municipal and County Housing Strategies and Plans and is, therefore, best qualified to provide the needed consultant services.
- F. City and County determined that the services or activities proposed in Contractor's response to the Analysis of Impediments of Fair Housing Choice & Con Plan Update are eligible for City and County CDBG funds and in the best interests of the residents of Pima County.

NOW THEREFORE, County and Contractor, 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 Original Term. This Agreement will commence on April 1, 2019 and will terminate on March 31, 2020 (the "Initial Term"). "Term," when used in this Agreement, means the Initial Term plus any exercised Extension Options.
- 1.2 Extension Options. County may renew this Agreement for up to a total of five (5) years to coincide with the term of County's Consolidated Plan submitted to HUD (an "Extension Option"). An Extension Option will be effective only upon execution by the Parties of a formal written amendment.
- 1.3 The terms of this Agreement may be modified, amended, altered or extended only by a written amendment signed by the parties. Any amendment 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 and 1.2 above, the terms of this Agreement will survive and remain in effect during any period that Contractor has control over CDBG funds, including program income.

2.0 SCOPE OF SERVICES

- 2.1 Contractor will:
 - 2.1.1 Provide the City and/or 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.
 - 2.1.4 Unless otherwise provided for herein, the personnel delivering Agreement services will:
 - 2.1.4.1 Be employees or volunteers of the Contractor;
 - 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 Contractor.
 - 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 County as County does to HUD pursuant to the 2018 – 2019 Annual Action Plan and assurances. Contractor will hold City and County harmless against any injury that City and/or County may suffer with respect to HUD due to any failure on the part of Contractor to fulfill obligations to HUD.

2.2 **Confidentiality.** Contractor:

2.2.1 Understands and acknowledges 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 City, County or Contractor provisions of services 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 with a specific need for the information related to the Scope of Work outlined in Exhibit A.

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 Contractor 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 project 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.

3.0 COMPENSATION AND PAYMENT

3.1 In consideration for services specified in **Exhibit A** of this Agreement, County agrees to pay Contractor **\$150,000.00** (“the Maximum Allocated Amount”), as follows:

Funding Source	Amount
Pima County	\$75,000.00
City of Tucson	\$75,000.00
Total	\$150,000.00

3.2 Payments to contractor will be provided upon completion of deliverables in **Exhibit A**.

3.3 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 City and/or County, unexpended funds will not be carried over into another fiscal year.

3.4 Contractor **must submit a request for reimbursement upon completion of each deliverable listed in Exhibit A.**

3.5 Each request for reimbursement must:

3.5.1 Reference this contract number.

3.5.2 Be approved and signed by the person(s) that prepared the request and an authorized manager, supervisor or executive of the Contractor to insure proper internal financial controls.

3.5.3 Be for services and costs as identified in **Exhibit A**.

3.5.4 Be accompanied by documentation which must include, but is not limited to:

3.5.4.1 Copies of invoices, receipts or checks (front and back) to support all purchases of goods or services.

3.5.4.2 If reimbursement is authorized for travel, detailed travel reports to support all travel expenses.

3.5.4.3 Any other documentation requested by County.

3.5.5 Be accompanied by a hardcopy, with original signatures, of the Financial Status Report and Request for Funds. County will provide Contractor with a form similar to that attached hereto as **Exhibit B** upon execution of this Agreement.

3.6 **Contractor must utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.** Contractor may not bill the County for costs which are paid by another source. Contractor 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.

3.7 If each request for payment includes adequate and accurate documentation, County will generally pay Contractor within thirty (30) days from the date invoice is received. Contractor must budget cash needs accordingly.

3.8 County may, at its sole discretion:

3.8.1 Determine the acceptability and progress of work performed and determine the resulting entitlement to payment of each request for reimbursement.

3.8.2 Liquidate funds available under this Agreement for costs incurred by County on behalf of County.

3.9 Pursuant to A.R.S. § 11-622, County **will deny reimbursement completely** for requests for payment submitted later than six months after the last item of the account accrues.

3.10 **REQUEST FOR FINAL PAYMENT** for compensation earned and/or eligible costs incurred must 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 3.6 and include a report summarizing Contractor's performance during the term of the Agreement.

3.11 **No payments will be made to Contractor, until all of the following conditions are met:**

3.11.1 Contractor has completed and submitted a W-9 Taxpayer Identification Number form;

3.11.2 Contractor has registered as a Pima County Vendor on the Pima County Procurement website; and

3.11.3 Adequate and accurate documentation is provided with each request for payment or invoice.

3.12 Changes between budget line items. Changes between budget line items of no more than 15% may be granted by and at the sole discretion of the Director of Community Development and Neighborhood Conservation ("CDNC") or designee. The following provisions apply:

3.12.1 The change may not increase or decrease the maximum allocated amount.

3.12.2 Contractor must submit a written request for the line item change and must contain a detailed explanation of:

3.12.2.1 The reason the change is necessary; and

3.12.2.2 How the specified purpose, program(s), metrics, or outcomes set forth in this Agreement will continue to be met, despite the requested change.

3.12.3 The change must be for future expenditures that are not part of the current existing and

approved budget(s). The change may not be to cover unbudgeted expenditures incurred by Contractor prior to receiving the written approval for a budget line item change.

- 3.12.4 If the Director of CNDC or designee approves the request for the budget line item change, **the change will not be effective, nor will compensation under the change be provided, until the date set forth in the written approval.**

- 3.13 Any change that increases or decreases the maximum allocated amount or that changes the Scope of Work in any way will require a contract amendment. **Such change will not be effective, nor will compensation under the change be provided, until the contract amendment is fully executed by both parties**

- 3.14 Goods and services provided in excess of the budgeted line item or the maximum allocated amount without prior authorization as set forth in paragraphs 3.13 and 3.14 above will be at Contractor's own risk.

3.15 Disallowed Charges or Cost Principles.

- 3.15.1 The cost principle set forth in the Code of Federal Regulations (C.F.R.), 2 CFR 200 Subpart E, as modified by amendments and additions, on file with the Secretary of State, will be used to determine whether reimbursement of an incurred cost will be reimbursed under this Agreement.

- 3.15.2 **Contractor 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.**

- 3.16 For the period of record retention required under Section 18.0 -- Books and Records, County reserves the right to question any payment made under this Section 3.0 and to require reimbursement by setoff or otherwise for payments determined to be improper or contrary to the Agreement or law.

4.0 INSURANCE

- 4.1 Contractor 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 Agreement have been met. The below Insurance Requirements are minimum requirements for this Agreement and in no way limit Contractor's indemnity obligations under this Agreement. The County in no way warrants that the required insurance is sufficient to protect the Contractor for liabilities that may arise from or relate to this Agreement. If necessary, Contractor may obtain commercial umbrella or excess insurance to satisfy the Insurance Requirements.

4.2 Insurance Coverages and Limits:

- 4.2.1 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.

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

- 4.2.3 Workers' Compensation (WC) and Employers' Liability:

- 4.2.3.1 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.

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

4.3 **Additional Insurance Requirements:** The policies shall include, or be endorsed to include, as required by this written agreement, the following provisions:

- 4.3.1 **Claims Made Coverage:** If any part of the Required Insurance is written on a claims-made basis, any policy retroactive date must precede the effective date of this Contract, and Contractor must maintain such coverage for a period of not less than three (3) years following Contract expiration, termination or cancellation.
- 4.3.2 **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.
- 4.3.3 **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 Contractor. 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.
- 4.3.4 **Wavier 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 Contractor.
- 4.3.5 **Primary Insurance:** The Required Insurance policies, with respect to any claims related to this Agreement, 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 Contractor's deductible or Self Insurance Retention (SIR).
- 4.3.6 **Subcontractors:** Contractor 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, Contractor must furnish, if requested by County, appropriate insurance certificates for each subcontractor. Contractor must obtain County's approval of any subcontractor request to modify the Insurance Requirements as to that subcontractor.

4.4 **Verification of Coverage:**

- 4.4.1 Insurer or Broker of Contractor 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:
 - 4.4.1.1 The Pima County tracking number for this Agreement, which is shown on the first page of the Agreement, and a project description, in the body of the Certificate,
 - 4.4.1.2 A notation of policy deductibles or SIRs relating to the specific policy, and
 - 4.4.1.3 Certificates must specify that the appropriate policies are endorsed to include additional insured and subrogation wavier endorsements for the County and its Agents.
- 4.4.2 Each Required Insurance policy and appropriate endorsements must be in effect not less than 15 days prior to commencement of work under this Agreement. 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 wavier of subrogation endorsements.

Failure to maintain the Required Insurance, or to provide evidence of renewal, is a material breach of this Agreement.

4.4.3 County reserves the right to, at any time, require complete copies of any or all Required Insurance policies.

4.4.4 Cancellation Notice: Contractor'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. Contractor 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.

4.5 **Approval and Modifications:** The Pima County Risk Manager may approve a modification of the Insurance Requirements without the necessity of a formal Agreement 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 Contractor, its insurance broker(s) and/or insurer(s), constitutes a waiver of any of the Insurance Requirements.

5.0 INDEMNIFICATION

5.1 To the fullest extent permitted by law, Contractor will defend, indemnify and hold harmless the City of Tucson and Pima County, and any related taxing district, and the officials and employees and each of them (collectively, "Indemnitee") from and against any and all claims, actions, liabilities, losses, and expenses (including reasonable attorney fees)(collectively, "Claims") arising out of actual or alleged injury of any person (including death) or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by any act or omission of Contractor or any of Contractor's directors, officers, agents, employees, volunteers, or subcontractors. This indemnity includes any claim or amount arising or recovered under the Workers' Compensation law or arising out of the failure of Contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. The Indemnitee will, in all instances, except for Claims arising solely from the acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all claims. Contractor is responsible for primary loss investigation, defense and judgement costs for any claim to which indemnity applies. This indemnity will survive the expiration or termination of this Agreement.

5.2 Contractor warrants that services provided under this Agreement are non-infringing. Contractor 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.

6.0 COMPLIANCE WITH LAWS

6.1 **Compliance with Laws; Changes.** Contractor will comply with all federal, state, and local laws, rules, regulations, standards and Executive Orders, without limitation to those designated within this Contract. Any changes in the governing laws, rules, and regulations during the terms of this Agreement will apply, but do not require an amendment.

6.2 **Licensing.** Contractor warrants that it is appropriately licensed to provide the services under this Contract and that its subcontractors will be appropriately licensed.

6.3 **Choice of Law; Venue.** The laws and regulations of the State of Arizona will govern the rights of the parties, the performance of this Contract, and any disputes hereunder. Any action relating to this Contract must be brought in a court of the State of Arizona in Pima County.

- 6.4 Compliance with 24 CFR 570. Contractor will comply with the requirements of 24 CFR 570, including subpart K of these regulations, except the Contractor does not assume:
- 6.4.1 County's environmental responsibilities described in 24 CFR 570.604 as applicable; and
 - 6.4.2 County's responsibility for initiating the review process under the provisions of 24 CFR Part 52.
- 6.5 Use of CDBG Funds. Contractor warrants that CDBG funds provided or personnel employed in the administration of the program funded under this Agreement will not be used for:
- 6.5.1 Political activities;
 - 6.5.2 Inherently religious activities;
 - 6.5.3 Lobbying to influence the outcome of any election or the award of any federal contract, grant, loan or cooperative agreement (*see* Federal Standard Form LLL, "Disclosure of Lobbying Activities);
 - 6.5.4 Political patronage; or
 - 6.5.5 Nepotism activities.
- 6.6 Compliance with Federal Law, Rules and Regulations. Contractor will comply with the applicable provisions of:
- 6.6.1 Davis-Bacon Act (Public Law 107-217), as amended;
 - 6.6.2 Contract Work Hours and Safety Standards Act (40 USC 327 *et seq.*);
 - 6.6.3 Copeland Anti-Kick Back Act (18 USC 874 *et seq.*);
 - 6.6.4 Section 3 of the HUD Act of 1968 as amended; and
 - 6.6.5 All rules and regulations applicable to the Acts set forth above.
- 6.7 Cooperation. Contractor will fully cooperate with City, County, HUD, and any other federal agency in the review and determination of compliance with the above provisions.

7.0 INDEPENDENT CONTRACTOR

- 7.1 Contractor is an independent contractor. Neither Contractor nor any of Contractor's officers, agents, or employees will be considered an employee of Pima County or be entitled to receive any employment-related benefits, or assert any protections, under the Pima County Merit System.
- 7.2 Contractor is responsible for paying all federal, state and local taxes on the compensation by Contractor under this Agreement and will indemnify and hold County harmless from any and all liability which County may incur because of Contractor's failure to pay such taxes.
- 7.3 Contractor will be solely responsible for its project development, operation, and performance.

8.0 SUBCONTRACTORS

- 8.1 Except as provided in paragraph 8.2, Contractor will not enter into any subcontracts for any services to be performed under this Agreement without County's prior written approval of the subcontract. Contractor must follow all applicable Federal, State, and County rules and regulations for obtaining subcontractor services.
- 8.2 Prior written approval is not required for the purchase of supplies that are necessary and incidental to Contractor's performance under this Agreement.
- 8.3 Contractor 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 Contractor 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.

- 8.4 Contractor must include the provision set forth in paragraph 3.6 in all contracts between Contractor and its subcontractors providing goods or services pursuant to this Agreement. Contractor 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.

9.0 ASSIGNMENT

Contractor cannot assign its rights or obligations under this Agreement, in whole or in part, without County's prior written approval. County may withhold approval at its sole discretion.

10.0 NON-DISCRIMINATION

- 10.1 Contractor will comply with all provisions and requirements of Arizona Executive Order 2009-09, which is hereby incorporated into this Agreement, including flow down of all provisions and requirements to any subcontractors.
- 10.2 During the performance of this Agreement, Contractor will not discriminate against any employee, client or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin.
- 10.3 Unless exempt under federal law, Awardee will comply with:
- 10.3.1 Titles VI and VII of the Civil Rights Act of 1964 as amended;
 - 10.3.2 The Age Discrimination in Employment Act;
 - 10.3.3 Section 504 of the Rehabilitation Act of 1973, as amended; and
 - 10.3.4 The requirements of the Fair Labor Standards Act of 1938, as amended.

11.0 AMERICANS WITH DISABILITIES ACT

Contractor will comply with all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, including 28 CFR Parts 35 and 36. If Contractor is carrying out a government program or services on behalf of County, then Contractor 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.

12.0 AUTHORITY TO CONTRACT

Contractor 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 Contractor or any third party by reason of such determination or by reason of this Agreement.

13.0 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.

14.0 CANCELLATION FOR CONFLICT OF INTEREST

- 14.1 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.
- 14.2 Contractor 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.

15.0 TERMINATION AND SUSPENSION

- 15.1 Without Cause: County may terminate this Agreement at any time, without cause, by serving a written notice upon Contractor at least thirty (30) days before the effective date of the termination. In the event of such termination, the County's only obligation to Contractor will be payment for services rendered prior to the date of termination.
- 15.2 With Cause: County may terminate this Agreement at any time without advance notice and without further obligation to County finds Contractor to be in default of any provision of this Agreement.
- 15.3 Insufficient Funds: Notwithstanding Paragraph 15.1 and 15.2 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 Contractor for more than the reduced amount. In the event of a termination under this paragraph, County's only obligation to Contractor will be payment for services rendered prior to the date of termination to the extent that grant funds are available.
- 15.4 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 Contractor, other than for services rendered prior to termination.
- 15.5 Suspension: County reserves the right to suspend Contractor's performance and payments under this Agreement immediately upon notice delivered to Contractor's designated agent in order to investigate Contractor's activities and compliance with this Agreement. In the event of an investigation by County, Contractor 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, Contractor will be notified in writing that the contract will be immediately terminated or that performance may be resumed.

16.0 NOTICE

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:

Daniel Tylutki, Interim Director
Pima County Community Development and
Neighborhood Conservation
2797 East Ajo Way
Tucson, Arizona 85713

Contractor:

Martina Kuehl, Manager
Kuehl Enterprises, LLC
PO Box 642
Humboldt, Arizona 86329

17.0 OTHER DOCUMENTS

- 17.1 In entering into this Agreement, Contractor and County have relied upon information provided in Contractor's proposal submitted in response to the Request for Proposals for the City of Tucson Pima County Analysis of Impediments of Fair Housing Choice & Consolidated Plan Update including the Instructions to Bidders, Standard Terms and Conditions, Specific Terms and Conditions, Solicitation Addenda, Contractor's Proposal, other information and documents submitted by the Contractor in its' response to said Solicitation.
- 17.2 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. Contractor will promptly bring any provisions which Contractor believes are inconsistent to County's attention, and County will provide Contractor 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.

18.0 BOOKS AND RECORDS

- 18.1 Contractor 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:
- 18.1.1 A full description of each action or activity taken to comply with this Agreement;
 - 18.1.2 Eligibility documentation and determination;
 - 18.1.3 Disbursements of funds;
 - 18.1.4 Financial records required under 24 CFR 570.502 and 24 CFR 84.21 – 28; and
 - 18.1.5 Documentation of compliance with Subpart K of 24 CFR Part 570.
- 18.2 Contractor 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.

19.0 AUDIT REQUIREMENTS

- 19.1 Contractor will:
- 19.1.1 Comply with the applicable provisions of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards (2 CFR Parts 200 and 2400)
 - 19.1.2 Ensure that all accounting records meet the requirements of the Federal, State, County, and generally accepted accounting principles laws and regulations.
- 19.2 Contractor must timely submit the required or requested audit(s) to:
- Dewey Cooper, Contract Specialist
Pima County Community Development and Neighborhood Conservation
2797 E. Ajo Way, 3rd Floor
Tucson, AZ 85713

20.0 COPYRIGHT

Neither, Contractor 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 County. Upon approval, County will have a non-exclusive and irrevocable license to reproduce, publish or otherwise use or authorize the use of any copyrighted material.

21.0 PROPERTY OF THE COUNTY

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

22.0 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.

23.0 COORDINATION

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

24.0 PUBLIC RECORDS

- 24.1 Disclosure. Pursuant to Arizona Public Records law, A.R.S. § 39-121 *et seq.*, and A.R.S. § 34-603(H) in the case of construction or architectural and engineering services procured under A.R.S. Title 34, Chapter 6, all documents submitted in response to the solicitation resulting in an award of this Agreement, including, but not limited to pricing schedules, product specifications, work plans, and any supporting documents, are public records. As such, those documents are subject to release and/or review by the general public upon request, including competitors.
- 24.2 Records Marked Confidential; Notice and Protective Order.
 - 24.2.1 If Contractor reasonably believes that some of the records described in paragraph 24.1 above contain proprietary, trade-secret or otherwise-confidential information, Contractor must prominently mark those records "CONFIDENTIAL."
 - 24.2.2 In the event that a public records request is submitted to County for records marked "CONFIDENTIAL," County will notify Contractor of the request as soon as reasonably possible.
 - 24.2.3 County will release the records ten (10) business days after the date of notice provided pursuant to paragraph 24.2.2, unless Contractor has, within that period, secured an appropriate order from a court of competent jurisdiction, enjoining the release of the records.
 - 24.2.4 County will not, under any circumstances, be responsible for securing such an order, nor will County be in any way financially responsible for any costs associated with securing such an order.

25.0 ELIGIBILITY FOR PUBLIC BENEFITS

Contractor 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.

26.0 LEGAL ARIZONA WORKERS ACT COMPLIANCE

- 26.1 Compliance with Immigration Laws. Contractor hereby warrants that it will at all times during the term of this Agreement comply with all federal immigration laws applicable to Contractor's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Contractor will further ensure that each subcontractor who performs any work for Contractor under this Agreement likewise complies with the State and Federal Immigration Laws.
- 26.2 Books and Records. County has the right at any time to inspect the books and records of Contractor and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.
- 26.3 Remedies for Breach of Warranty. Any breach of Contractor's or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this Section 26.0, is a material breach of this Agreement subjecting Contractor 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, Contractor will be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor, as soon as possible so as not to delay project completion. Any additional costs attributable directly or indirectly to such remedial action are the responsibility of Contractor.
- 26.4 Subcontractors. Contractor will advise each subcontractor of County's rights, and the subcontractor's obligations, under this Section 26.0 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 Agreement comply with all federal immigration laws applicable to Subcontractor's employees, and with the requirements of A.R.S. § 23-214 (A). Subcontractor further agrees that County may inspect the Subcontractor's books and records to insure that Subcontractor is in compliance with these requirements. Any breach of this paragraph by Subcontractor will be deemed to be a material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this Agreement."

27.0 NO JOINT VENTURE

It is not intended by this Agreement to, and nothing contained in this Agreement shall be construed to, create any partnership, joint venture or employment relationship between the parties or create any employer-employee relationship between County and any Court employees, or between Court and any County employees. Neither party shall be liable for any debts, accounts, obligations or other liabilities whatsoever of the other, including (without limitation) the other party's obligation to withhold Social Security and income taxes for itself or any of its employees.

28.0 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.

29.0 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.

30.0 NO THIRD PARTY BENEFICIARIES

Nothing in the provisions of this Agreement is intended to create duties or obligations to or rights in third parties not parties to this Agreement or affect the legal liability of either party to the Agreement by imposing any standard of care with respect to the maintenance of public facilities different from the standard of care imposed by law.

31.0 NON-EXCLUSIVE AGREEMENT

Contractor 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.

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32.0 ENTIRE AGREEMENT

- 32.1 This document constitutes the entire agreement between the parties pertaining to the subject it addresses and supersedes all prior or contemporaneous agreements and understandings, oral or written.
- 32.2 No verbal agreements or conversations with any officer, agent or employee of County prior to or after the execution of this Contract will affect or modify any of the terms or obligations contained in any documents comprising this Contract. Any such verbal agreements are unofficial information and in no way binding upon County.

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

PIMA COUNTY

Chairman, Board of Supervisors

Date: _____

ATTEST

Clerk of the Board

Date: _____

CONTRACTOR

Martina Kuehl
Signature

Martina Kuehl, Manager
Printed name and title

Date: 4-12-19

APPROVED AS TO CONTENT:

Daniel Genti
Director, Community Development
and Neighborhood Conservation

APPROVED AS TO FORM:

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

EXHIBIT A SCOPE OF WORK

1. Project Overview:

- 1.1. Planning, technical/training assistance, and underwriting report preparation for City and County HUD Community Planning and Development (“CPD”) entitlement grant funding for HUD program years 2020-2025/. HUD program covered under this Agreement include:
 - 1.1.1. Community Development Block Grant (“CDBG”);
 - 1.1.2. HOME;
 - 1.1.3. Emergency Services Grant; and
 - 1.1.4. Housing Opportunities for Persons with Aids (“HOPWA”).
- 1.2. Report preparation will include:
 - 1.2.1. Analysis of Impediments to Fair Housing Choice in Pima County (“AI”);
 - 1.2.2. Citizen Participation Plan (“CPP”);
 - 1.2.3. The 2020-2025 HUD Consolidated Plan (“Con Plan”);
 - 1.2.4. The 2020-2021 Annual Action Plan (“AAP”); and
- 1.3. Contractor will complete other projects related to CPD, as requested.

2. Analysis of Impediments to Fair Housing Choice (“AI”). Contractor will prepare a comprehensive report which complies with the applicable requirements of 24 CFR §§91.21 and 570.904(c) for submission to HUD. Contractor’s activities for the preparation of the AI will include, but are not limited to:

2.1. AI Data Review: Contractor will:

- 2.1.1. Obtain and examine data necessary for the creation of the AI. Data will include:
 - 2.1.1.1. Local and state demographic, income, employment, and housing data; and
 - 2.1.1.2. Local, state, and federal fair housing studies.
- 2.1.2. Provide Pima County minority and poverty data necessary for the development of concentration maps.
- 2.1.3. Provide necessary Pima County data for development of dissimilarity and exposure indices maps.
- 2.1.4. Review prior and current activities promoting Fair Housing in Pima County and assess compliance of agencies currently providing Fair Housing Programs in the area.

2.2. AI Public Policy Review: Contractor will evaluate public policies and practices that affect the provision of fair housing, including, but not limited to:

- 2.2.1. Local laws, ordinances and regulations;
- 2.2.2. Planning and zoning laws and decisions;
- 2.2.3. Land use regulations;
- 2.2.4. Community development funding policies and practices in areas of low- and high-socio-economic stress;
- 2.2.5. Procedures and practices of the local public housing authority; and

2.2.6. Property tax policies, including tax exemptions.

2.3. **AI Data Collection:** Contractor will:

2.3.1. Identify and rank impediments to fair housing and propose methods of corrective actions to alleviate the impediments.

2.3.2. Develop and provide public and stakeholder surveys to measure knowledge of fair housing laws and the extent of possible housing discrimination.

2.3.3.

2.3.4. Identify and interview up to fifty (50) knowledgeable stakeholders.

2.3.5. Hold up to seven (7) community forums in areas of lower-economic opportunity. The forums will identify challenges faced by residents and actions that could be taken to alleviate the challenges. Two (2) of the forums will be held in Pima County, outside the city limits of Tucson. The remaining forums will be held within the City of Tucson.

2.4. **AI Analysis and Report:**

2.4.1. Contractor will:

2.4.1.1. Evaluate public policies and practices that may impact the provision of fair housing and determine impact.

2.4.1.2. Assess and summarize progress made towards addressing impediments identified in the 2015 AI.

2.4.1.3. Prepare draft AI that summarizing survey results, community discussions and interviews, the community profile, and data collected.

2.4.1.4. Develop an executive summary and PowerPoint presentation for governing bodies.

2.4.1.5. Incorporate any changes required by governing bodies after their review of the draft AI and complete the final AI.

2.4.1.6. Work with County and City to with Consortium, identify HUD projects and activities that address impediments to fair housing.

3. **Consortium Citizen Participation Plan (“CPP”).** Contractor will prepare a CPP which complies with the applicable requirements of 24 CFR §91.105 (b) for submission to HUD. Contractor’s activities will include, but are not limited to:

3.1. **CPP Public Policy Review:** Contractor will review updated Citizen Participation Plans from similar city and county consortiums and Entitlement Communities across the country and identify best practices in, at a minimum, the following areas:

3.1.1. Definitions of substantial amendments;

3.1.2. Assessment of Fair Housing (“AFH”) language; and

3.1.3. Procedures to assess accessibility needs and develop appropriate accommodations to meet the identified needs.

3.2. **CPP Analysis and Report:** Contractor will:

3.2.1. Prepare a draft CPP and meet with Consortium to refine contents.

3.2.2. Prepare final CPP ensuring that County and City have both the authority and resources to implement.

3.2.3. Prepare a draft public notice for public comment period.

- 3.2.4. Revise CPP, if appropriate, based on public comments.
- 3.2.5. Prepare HUD CPP checklist.
- 3.3. **CPP Presentation:** Contractor will:
 - 3.3.1. Attend meetings of public and community stakeholders scheduled by Consortium and present a summary of the CPP.
 - 3.3.2. Prepare an executive summary and PowerPoint presentation for governing bodies.
- 4. **5-year HUD Consolidated Plan (“Con Plan”)**. Contractor will prepare a Con Plan for HUD years 2020 – 2025 which complies with the applicable requirements of 24 CFR §91.15(a)(1) for submission to HUD. Contractor’s activities will include, but are not limited to:
 - 4.1. **Con Plan Data Collection:** Contractor will:
 - 4.1.1. Obtain federal, state and local data related to existing housing and socio-economic conditions in Pima County.
 - 4.1.2. With input from Consortium, develop a needs survey for public and stakeholder input.
 - 4.1.3. Interview stakeholders identified by County and City.
 - 4.1.4. Hold at least five (5) community forums over a one (1) week period to determine the best use of available resources. Forum topics to be covered will be determined in cooperation with Consortium based on survey results and relevant data. Forums will be held in areas of low-income concentration and public housing complexes.
 - 4.1.5. Analyze all information obtained at the community forums.
 - 4.1.6. Work with Consortium to develop tables, maps, charts, and graphics which, per HUD, must be uploaded into IDIS.
 - 4.2. **Con Plan Presentation:** Contractor will:
 - 4.2.1. Conduct four (4) meetings with community stakeholder over a one (1) week period to review the data analysis and rank housing and socioeconomic program priorities for implementation in Pima County.
 - 4.2.2. Present program priorities developed pursuant to 4.2.1 to the public and stakeholders.
 - 4.2.3. Prepare executive summary and PowerPoint presentation for governing bodies.
 - 4.3. **Con Plan Analysis and Report:** Contractor will:
 - 4.3.1. Provide 5-year Con Plan outline to Consortium for review and approval. Outline must meet federal requirements for submission of the Con Plan and include a timeline for completion of final Con Plan.
 - 4.3.2. After approval of Outline, write a draft Con Plan.
 - 4.3.3. Provide public notice for public comment period.
 - 4.3.4. Meet with Consortium to review and discuss draft and public comments. Prepare attachment summary of leverage resources available to City and County.
 - 4.3.5. Prepare executive summary and PowerPoint presentation for governing bodies.
 - 4.3.6. After approval and direction from the governing bodies, prepare a Final Con Plan. Work with Consortium to upload the Con Plan to the eCon Planning Suite as appropriate for each jurisdiction.
 - 4.3.7. Prepare HUD 5-year Consolidated Plan Checklist.

5. First-year Annual Action Plans (collectively “AAP”). Contractor will prepare an AAP for County and an AAP for City, incorporating community input and data analysis, in compliance with the applicable requirements of 24 CFR §91.220 for County and City to submit to HUD. Based on the AI, CPP and Con Plan, Contractor will:

- 5.1. Help Consortium accurately program first-year projects and activities consistent with Con Plan goals, objectives, and performance measurements in IDIS.
- 5.2. Meet with County and City to review draft AAPs generated by eCon Planning Suite.
- 5.3. Based on the draft AAPs generated by eCon Planning Suite and input from County and City, draft AAPs for public review and comment.
- 5.4. Prepare executive summaries of the AAPs for the governing bodies. Summary must include Year One (1) projects and leveraged resources that meet the goals and objectives of the Con Plan.
- 5.5. After approval and direction from the governing bodies, prepare final APPs and work with County and City to upload the respective APP to the eCon Planning Suite.
- 5.6. Prepare individual AAP checklists for County and City.

6. City and County duties: County and City will work cooperatively to:

- 6.1. Timely provide information to Contractor, as requested.
- 6.2. Monitor Contractor activities to ensure all reports and documents:
 - 6.2.1. Comply with all applicable federal and local regulations, notices, and guidance for HUD Consortia Consolidated Plans, eCon Planning Suite, & Community Planning and Development (“CPD”) Maps; and
 - 6.2.2. Are completed and available for timely submission to HUD via the method required by HUD.
- 6.3. Prepare, schedule, and participate in public meetings, presentations, forums, and other events regarding the AI, CPP, Con Plan and AAPs.
- 6.4. Translate and publish any community surveys or outreach materials into Spanish.
- 6.5. Create maps and layouts using City, County, and HUD data collated and analyzed by Contractor.
- 6.6. Conduct City’s and County’s respective annual application processes with assistance of Contractor, as needed.
- 6.7. Prepare the SF-424 and necessary certifications for the AAPs.
- 6.8. Work with Contractor to upload Con Plan and AAPs into eCon Planning Suite.
- 6.9. Timely submit hardcopies of each report to HUD, when required.

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7. Deliverables, Timeline, and Budget:

County, on behalf of Consortium, will pay Contractor upon receipt of each timely and acceptable deliverable as follows:

Contractor Deliverables	Date due to City & County	HUD Submission Deadline	Budget
AI Draft	May 31, 2019	N/A	\$45,000.00
AI Final	June 30, 2019	May 15, 2020	\$ 6,000.00
Con Plan outline	June 30, 2019	N/A	\$24,000.00
Con Plan forum topics	June 30, 2019	N/A	
Con Plan survey results	June 30, 2019	N/A	
Con Plan Draft	February 15, 2020	N/A	\$67,500.00
County AAP Draft & City AAP Draft	February 15, 2020	N/A	
Con Plan Final	April 15, 2020	May 15, 2020	\$ 7,500.00
County AAP Final & City AAP Final	April 15, 2020	May 15, 2020	
Total			\$150,000.00

END OF EXHIBIT A