



BOARD OF SUPERVISORS AGENDA ITEM REPORT
CONTRACTS / AWARDS / GRANTS

☐ Award ☒ Contract ☐ Grant

Requested Board Meeting Date: July 6, 2021

* = Mandatory, information must be provided

or Procurement Director Award ☐

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

JobPath, Inc.

***Project Title/Description:**

JobPath Assistance to Households/Workforce Development

***Purpose:**

JobPath will provide job training, education and support services assistance to individuals to attain employment or advance in current jobs.

***Procurement Method:**

Not applicable.

***Program Goals/Predicted Outcomes:**

In concert with assistance from other funding sources, JobPath will provide services to 670 individuals over the 1-year period.

***Public Benefit:**

The primary and secondary impacts of the COVID-19 pandemic have reverberated through the economy in Pima County. Education, job training and job placement are critical for the recovery of our community. JobPath has been a primary support mechanism to assist students and lower income workers in their quest to advance their training with a goal to obtain diplomas and/or technical certifications leading to higher income jobs. The JobPath model includes providing household assistance to assure that students do not face economic barriers to completing their chosen training program.

***Metrics Available to Measure Performance:**

Monthly, quarterly and annual reports to include the number of persons served, completed, exited, placed into WIB industries and the average wage at placement. Additional data will be collected on demographics (race, sex, age, etc) and geographic/spatial location of residence to assure meeting data collection required of ARPA CSLFRF funding.

***Retroactive:**

Yes, Grants Management & Innovation required extra time to crosswalk with the most recent ARPA CSLFRF guidance to assure all required contractual language was incorporated.

TO: COB 6-30-21 (1)
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PQP: 30 pp

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Contract / Award InformationDocument Type: CT Department Code: CA Contract Number (i.e., 15-123): 21*0517Commencement Date: 7/1/21 Termination Date: 6/30/22 Prior Contract Number (Synergen/CMS): _____☒ Expense Amount: \$ 1,000,000 ☐ Revenue Amount: \$ _____***Funding Source(s) required:** American Rescue Plan Act, Coronavirus State & Local Fiscal Relief FundFunding from General Fund? ☐ Yes ☒ No If Yes \$ _____ % _____Contract is fully or partially funded with Federal Funds? ☒ Yes ☐ No**If Yes, is the Contract to a vendor or subrecipient?** subrecipientWere insurance or indemnity clauses modified? ☐ Yes ☒ No*If Yes, attach Risk's approval.*Vendor is using a Social Security Number? ☐ Yes ☒ No*If Yes, attach the required form per Administrative Procedure 22-10.***Amendment / Revised Award Information**

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

Amendment No.: _____ AMS Version No.: _____

Commencement Date: _____ New Termination Date: _____

Prior Contract No. (Synergen/CMS): _____

☐ Expense 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): _____

Commencement Date: _____ Termination Date: _____ Amendment Number: _____

☐ Match Amount: \$ _____ ☐ Revenue Amount: \$ _____***All Funding Source(s) required:*****Match funding from General Fund?** ☐ Yes ☐ No If Yes \$ _____ % _____***Match funding from other sources?** ☐ Yes ☐ No If Yes \$ _____ % _____***Funding Source:** _____***If Federal funds are received, is funding coming directly from the Federal government or passed through other organization(s)?** _____Contact: John Moffatt/Amy FishDepartment: Economic Development Office/Grants Management & Innovation Telephone: 4-4444/4-4219Department Director Signature/Date: [Signature] 6/30/21Deputy County Administrator Signature/Date: [Signature] 6/30/2021County Administrator Signature/Date: [Signature] 6/30/21

(Required for Board Agenda/Addendum Items)

Pima County Department of Economic Development				
Project: JobPath Assistance to Households/Workforce Development				
Contractor: JobPath, Inc.				
Amount: \$ 1,000,000				
Contract No.: CT-CA-21*0517				
Funding: U.S. Department of Treasury, American Rescue Plan Act- Coronavirus State & Local Fiscal Recovery Funds				
DUNS No.: 065409844				
Research or Development:		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
Federal Contract No.: N/A				
Required Match:		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		Match Amount: N/A
Indirect Cost Rate:		<input type="checkbox"/> Federal	<input type="checkbox"/> NICRA	<input type="checkbox"/> de minimis <input checked="" type="checkbox"/> None
Status of Agency:		<input checked="" type="checkbox"/> Subrecipient		<input type="checkbox"/> Contractor
CFDA	Program Description	National Funding		Pima County Award
21.027	American Rescue Plan Act- Coronavirus State & Local Fiscal Recovery Funds	\$350,000,000,000		FY 21 \$101,710,834.00

FEDERAL FINANCIAL ASSISTANCE SUBWARD

1. Parties and Background.

1.1. Parties. This Federal Financial Assistance Subaward ("Agreement") is between Pima County, a body politic and corporate of the State of Arizona ("County"), and JobPath, Inc. ("Subrecipient").

1.2. Authority.

1.2.1. County is authorized by A.R.S. §§ 11-254.04, 11-251 (5) and 11-251 (17), to spend public monies to improve and enhance the economic welfare and health of the inhabitants of the County.

1.2.2. County received the first tranche of Coronavirus State & Local Fiscal Recovery Funds (CSLFRF) funding in the amount of \$101,710,834.00, from the U.S. Department of the Treasury ("Treasury") as part of the American Rescue Plan Act ("ARPA"), signed by President Biden on March 11, 2021 (American Rescue Plan Act of 2021, sec. 9901, Pub. L. 117-2, codified as 42 U.S.C 802, *et seq.*)

Contract No.: CT-CA-21*0517

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- 1.2.3. Treasury issued CSLFRF the Interim Final Rule for State, Territorial, Local, and Tribal Governments (the "IFR") on May 17, 2021, and CSLFRF Frequently Asked Questions ("FAQs") that were last updated on June 23, 2020, that set forth Treasury's interpretation of the CSLFRF's provisions for the use of funds.

2. **Term.**

- 2.1 Term. The term of this Agreement commences on July 1, 2021 and will terminate on June 30, 2022 ("Term"). If the commencement date of the Term is before the signature date of the last party to execute this Agreement, the parties will, for all purposes, deem the Agreement to have been in effect as of the commencement date.
- 2.2 The terms of this Agreement may be modified, amended, altered or extended only by a written amendment signed by the parties. Any amendments to the Agreement must be approved by the County and, where applicable, by the Federal sponsoring agency, before any services under the amendment commences.
- 2.3 Minor modifications may be made by written memorandum approved and signed by the Director of the Pima County Economic Development Department ("ED") or designee. Minor modifications are changes in the scope, which do not change the specified purpose, outcomes or the total compensation provided through this Agreement and do not in any way increase the direct or indirect liability of County under this Agreement.
- 2.4 Notwithstanding paragraphs 2.1 and 2.2 above, the term of this Agreement will survive and remain in effect during any period that Subrecipient has control over grant funds, including program income.

3. **Scope of Services.**

- 3.1. Subrecipient will:
 - 3.1.1. Provide the goods and services described in the attached **Exhibit A** (8 pages).
 - 3.1.2. Employ suitably trained and skilled personnel to perform all services under the Agreement.
 - 3.1.3. Perform its duties in a humane and respectful manner and in accordance with any applicable professional standards.
 - 3.1.4. Unless otherwise provided for herein, the personnel delivering services will:
 - 3.1.4.1. Be employees or volunteers of the Subrecipient;
 - 3.1.4.2. Satisfy any qualifications set forth in this Agreement; and
 - 3.1.4.3. Be covered by personnel policies and practices of Subrecipient.
 - 3.1.5. Obtain and maintain all required licenses, permits and authority required for performance under this Agreement.

- 3.1.6. Maintain an accounting manual that describes its financial procedures in sufficient detail to ensure that its financial practices are easily understood.
 - 3.1.7. Undertake the same obligations to County, as County does to Treasury. Subrecipient will hold County harmless against any injury that County may suffer with respect to Treasury due to any failure on the part of Subrecipient to fulfill its obligations.
 - 3.1.8. Submit to monitoring and audit as outlined below in Agreement Sections 4, 10 and 22, including submission of all documents in **EXHIBIT B** (2 pages).
 - 3.1.9. Meet the special terms and conditions as required in **EXHIBIT C** (5 pages).
 - 3.2. 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.
- 4. Monitoring and Evaluation.**
- 4.1. County will monitor Subrecipient's activities and information sources in the management, fiscal, and services systems of Subrecipient and any subcontracted parties relating to performance of duties and obligations under this Agreement to ensure that Subrecipient uses the funding as allowed by the CSLFRF.
 - 4.1.1. Making adequate and acceptable progress in the provision of services;
 - 4.1.2. Maintaining adequate and acceptable systems to document services and expenditures; and
 - 4.1.3. Using the funds provided pursuant to this Agreement effectively and efficiently to accomplish the purposes for which funds were made available.
 - 4.2. Subrecipient must cooperate in the County's monitoring and evaluation process and any monitoring or oversight by Treasury's Inspector General.
 - 4.3. Subrecipient must assist County in providing reports and documentation related to Subrecipient's performance and, where applicable, the impact of the CSLFRF-funded activities on the community.
 - 4.4. If County finds that Subrecipient's performance is inconsistent with the CRF and the Uniform Guidance, (2 C.F.R Part 200); 2 C.F.R. §§200.303, 200.330-200.332 and subpart F, 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 notices, this Agreement may be suspended or terminated.
 - 4.5. 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 the Treasury 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 compliance with this Agreement.

5. Compensation and Payment.

- 5.1. Maximum Payment Amount. County's total payments made to Subrecipient under this Agreement, including any sales taxes, may not exceed \$1,000,000.00 (the "NTE Amount"). The NTE Amount can only be changed by a formal written amendment executed by the Parties. Subrecipient may not provide any services, payment for which will cause the County's total payments under this Agreement to exceed the NTE Amount; if Subrecipient does so, it is at the Subrecipient's own risk.
- 5.2. Budget. Subrecipient will be paid on a cost reimbursement basis in accordance with the following Budget:

Budget Line Item	Amount
Personnel (no overtime)	\$215,477
Outside and Professional Services	\$42,123
Direct Services	\$742,400

The above budget reflects only the funding under this Agreement .

- 5.3. Sales Taxes. The payment amounts or rates in **Section 5.2** do not include sales taxes. Subrecipient may invoice County for sales taxes that Subrecipient is required to pay under this Subrecipient. Subrecipient will show sales taxes as a separate line item on invoices.
- 5.4. Timing of Invoices. Subrecipient will invoice County on a monthly basis. County must receive invoices no more than 30 days after the end of the billing period in which Subrecipient delivered the invoiced products or services to County. County may refuse to pay for any product or service for which Subrecipient does not timely invoice the County.
- 5.5. Content of Invoices. Subrecipient will include detailed documentation in support of its invoices and assign each amount billed to an appropriate line item. Each monthly request for reimbursement must:
- 5.5.1. Have a unique invoice number
 - 5.5.2. Reference this contract number.
 - 5.5.3. Be approved and signed by the person(s) that prepared the request and an authorized manager, supervisor or executive of the Subrecipient to insure proper internal financial controls.

- 5.5.4. Be for costs as identified in **5.2.**
- 5.5.5. Be accompanied by documentation which must include, but is not limited to:
 - 5.5.5.1. A summary report of monthly expenditures by expense categories as shown in the approved budget in **5.2.**
 - 5.5.5.2. Copies of paid invoices and receipts or cancelled checks (front and back) to support all purchases of goods or services.
 - 5.5.5.3. Copies of documented time and effort forms for all personnel expenditures.
 - 5.5.5.4. Detailed travel reports to support all travel expenses if reimbursement is authorized for travel,
 - 5.5.5.5. Any other documentation request by County
 - 5.5.5.6. Be accompanied by signed copy of the Financial Status Report and Request for Funds.
- 5.6. County may, at its sole discretion:
 - 5.6.1. Determine the acceptability and progress of work performed and determine the resulting entitlement to payment of each request for reimbursement.
 - 5.6.2. Liquidate funds available under this Agreement for costs incurred by County on behalf of Subrecipient, with a 30 day notification to Subrecipient.
 - 5.6.3. Deny full payment for requests for reimbursement that are submitted to County after the date set forth in Paragraph 5.4. County may deduct its processing costs or delay-related damages in connection with a request for payment submitted after that date.
 - 5.6.4. Deny payment for any request for reimbursement received after July 15, 2022.
- 5.7. Request for final payment for compensation earned and/or eligible costs incurred must be submitted to the County within 15 calendar days after the end of the contract term. The request must meet the requirements set forth in paragraph 5.5 above and include a report summarizing Subrecipient's performance during the term of the Agreement.
- 5.8. No payments will be made to Subrecipient, until all of the following conditions are met:
 - 5.8.1. Subrecipient has completed and submitted a W-9 Taxpayer Identification Number form;
 - 5.8.2. Subrecipient has registered as a Pima County Vendor at the Pima County Procurement Vendor Portal:
<http://webcms.pima.gov/cms/One.aspx?portalId=169&pageId=18377>

- 5.8.3. Adequate and accurate documentation is provided with each request for payment or invoice; and
- 5.8.4. This Agreement is fully executed.
- 5.9. Changes between budget line items. Changes between budget line items of no more than 10% may be granted by and at the sole discretion of the Director of ED or designee. The following provisions apply:
 - 5.9.1. The change may not increase or decrease the maximum allocated amount.
 - 5.9.2. Subrecipient must submit a written request for the line item change on or before January 1 of the contract year. The written request must contain a detailed explanation of:
 - 5.9.2.1. The reason the change is necessary; and
 - 5.9.2.2. How the specified purpose, program(s), metrics, or outcomes set forth in this Agreement will continue to be met, despite the requested change.
 - 5.9.3. 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 Subrecipient prior to receiving the written approval for a budget line item change.
 - 5.9.4. If the Director of ED 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.
- 5.10. Any change that increases or decreases the maximum allocated amount or that changes the Scope of Work in any way will require an amendment to this Agreement. Such change will not be effective, nor will compensation under the change be provided, until the amendment is fully executed by both parties.
- 5.11. Goods and services provided in excess of the budgeted line item or the maximum allocated amount without prior authorization as set forth in paragraph 5.2 above will be at Agency's own risk.
- 5.12. Invoice Adjustments. County may, at any time question any payment under this Agreement. If County raises a question about the propriety of a past payment, Subrecipient will cooperate with County in reviewing the payment. County may set-off any overpayment against amounts due to Subrecipient under this or any other contract between County and Subrecipient. Subrecipient will promptly pay to County any overpayment that County cannot recover by set-off.
- 6. **Insurance.** Subrecipient will procure and maintain at its own expense insurance policies (the "**Required Insurance**") satisfying the below requirements (the "**Insurance Requirements**") until all its obligations under this Agreement have been met. The below Insurance Requirements are minimum requirements for this Agreement and in no way limit Subrecipient's indemnity obligations under this Agreement. The County in no way warrants that the required insurance is sufficient to protect the Subrecipient for liabilities that may arise from or relate to this Agreement. If necessary, Subrecipient may obtain commercial umbrella or excess insurance to satisfy the Insurance Requirements.

- 6.1. Insurance Coverages and Limits: Subrecipient will procure and maintain, until all its obligations have been discharged, coverage with limits of liability not less than those stated below. Coverage must be placed with insurers acceptable to the County with A.M. Best rating of not less than A-VII, unless otherwise approved by the County.
- 6.1.1. Commercial General Liability (CGL) – Occurrence Form with limits not less than \$2,000,000 Each Occurrence and \$2,000,000 General Aggregate. Policy shall include coverage for liability arising from premises, operations, independent contractors, personal injury, bodily injury, broad form contractual liability and products-completed operations. Any standard coverages excluded from the CGL policy, such as products/completed operations, etc. shall be covered by endorsement or separate policy and documented on the Certificates of Insurance.
- 6.1.2. Business Automobile Liability – Coverage for bodily injury and property damage on any owned, leased, hired, and/or non-owned autos assigned to or used in the performance of this Agreement with minimum limits not less than \$1,000,000 Each Accident.
- 6.1.3. Workers' Compensation and Employers' Liability – Statutory coverage for Workers' Compensation. Workers' Compensation statutory coverage is compulsory for employers of one or more employees. Employers Liability coverage with limits of \$1,000,000 each accident and \$1,000,000 each employee – disease.
- 6.1.4. Professional Liability (E & O) Insurance – This insurance is required for work from professionals whose coverage is excluded from the above CGL policy. The policy limits shall be not less than \$2,000,000 Each Claim and \$2,000,000 Annual Aggregate. The insurance shall cover professional misconduct or negligent acts of anyone performing any services under this Agreement.
- 6.2. Additional Coverage Requirements:
- 6.2.1. Claims Made Coverage: If any part of the Required Insurance is written on a claims-made basis, any policy retroactive date must precede the effective date of this Agreement, and Subrecipient must maintain such coverage for a period of not less than three (3) years following Agreement expiration, termination or cancellation.
- 6.2.2. Additional Insured Endorsement: The General Liability, Business Automobile Liability and Technology E&O Policies shall each be endorsed to include Pima County, its departments, districts, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Subrecipient.
- 6.2.3. Subrogation Endorsement: The General Liability, Business Automobile Liability, Workers' Compensation and Technology E&O Policies shall each contain a waiver of subrogation endorsement in favor of Pima County, and its departments, districts, officials, agents, and employees for losses arising from

work performed by or on behalf of the Subrecipient.

- 6.2.4. Primary Insurance Endorsement: The Required Insurance policies must stipulate that they are primary and that any insurance carried by County, or its agents, officials, or employees, is excess and not contributory insurance.
- 6.2.5. The Required Insurance policies may not obligate County to pay any portion of Subrecipient's deductible or Self Insurance Retention (SIR).
- 6.2.6. Subcontractors: Subrecipient must either (a) include all subcontractors as additional insureds under its Required Insurance policies, or (b) require each subcontractor to separately meet all Insurance Requirements and verify that each subcontractor has done so, Subrecipient must furnish, if requested by County, appropriate insurance certificates for each subcontractor. Subrecipient must obtain County's approval of any subcontractor request to modify the Insurance Requirements as to that subcontractor.
- 6.3. Notice of Cancellation:
Subrecipient must notify County, within two (2) business days of Subrecipient's receipt of notice from an insurer, if any Required Insurance policy is suspended, voided, or cancelled for any reason. Notice must include the Pima County project or contract number and project description.
- 6.4. Verification of Coverage:
 - 6.4.1. Subrecipient must furnish County with a certificate of insurance (valid ACORD form or equivalent approved by Pima County) for each Required Insurance policy, which must specify that the policy has all the required endorsements, and must include the Pima County project or contract number and project description. Each certificate must be signed by an authorized representative of the insurer.
 - 6.4.2. County may at any time require Subrecipient to provide a complete copy of any Required Insurance policy or endorsement. Note: Subrecipients for larger projects must provide actual copies of the additional insured and subrogation endorsements.
 - 6.4.3. Subrecipient must provide the certificates to County before work commences. Each Required Insurance policy must be in effect at least 10 days before work under this Agreement commences. Subrecipient must provide County a renewal certificate not less than 15 days prior to a Required Insurance policy's expiration date. Failure to maintain the Required Insurance policies, or to provide evidence of renewal, is a material breach of contract.
 - 6.4.4. All insurance certificates must be sent directly to the appropriate County Department.
- 6.5. Approval and Modifications:

The Pima County Risk Manager may modify the Insurance Requirements at any point during the Term of this Agreement. This can be done administratively, with written notice from the Risk Manager and does not require a formal amendment. Neither the County's failure to obtain a required insurance certificate or endorsement, the County's failure to object to a non-complying insurance certificate or endorsement, nor the County's receipt of any other information from the Subrecipient, its insurance broker(s) and/or insurer(s), constitutes a waiver of any of the Insurance Requirements.

7. **Indemnification.** To the fullest extent permitted by law, Subrecipient will defend, indemnify, and hold harmless County and any related taxing district, and the officials and employees of each of them (collectively, "Indemnatee") from and against any and all claims, actions, liabilities, losses, and expenses (including reasonable attorney fees) (collectively, "Claims") arising out of actual or alleged injury of any person (including death) or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by any act or omission of Subrecipient or any of Subrecipient's directors, officers, agents, employees, volunteers, or subcontractors. This indemnity includes any claim or amount arising or recovered under the Workers' Compensation Law or arising out of the failure of Subrecipient to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. The Indemnatee will, in all instances, except for Claims arising solely from the acts or omissions of the Indemnatee, be indemnified by Subrecipient from and against any and all Claims. Subrecipient is responsible for primary loss investigation, defense and judgment costs for any Claim to which this indemnity applies. This indemnity will survive the expiration or termination of this Agreement.
8. **Laws and Regulations.**
 - 8.1. Compliance with Laws. Subrecipient will comply with all federal, state, and local laws, rules, regulations, standards and Executive Orders.
 - 8.2. Licensing. Subrecipient warrants that it is appropriately licensed to provide the services under this Agreement and that its subcontractors will be appropriately licensed.
 - 8.3. Choice of Law; Venue. The laws and regulations of the State of Arizona govern the rights and obligations of the parties under this Agreement. Any action relating to this Agreement must be filed and maintained in the appropriate court of the State of Arizona in Pima County.
 - 8.4. Compliance with 2 CFR 200. Subrecipient will comply with the requirements of 2 CFR § 200.303 regarding internal controls, 2 C.F.R. §§ 200.330 through 200.332 regarding subrecipient monitoring and management, and subpart F regarding audit requirements.
9. **Independent Contractor**
 - 9.1. Subrecipient is an independent contractor. Neither Subrecipient, nor any of Subrecipient's officers, agents or employees will be considered an employee of Pima County for any purpose or be entitled to receive any employment-related benefits, or assert any protections, under the Pima County Merit System.

- 9.2. Subrecipient is responsible for paying all federal, state and local taxes on the compensation received by Subrecipient under this Agreement and will indemnify and hold County harmless from any and all liability that County may incur because of Subrecipient's failure to pay such taxes.

10. **Subrecipients**

- 10.1. Subrecipient is fully responsible for all acts and omissions of any subrecipients, and of persons directly or indirectly employed by any subrecipients, and of persons for whose acts any of them may be liable, to the same extent that the Subrecipient is responsible for the acts and omissions of its own employees. Nothing in this Agreement creates any obligation on the part of County to pay or see to the payment of any money due any subcontractor, except as may be required by law.
- 10.2. Subrecipient will not enter into any subawards for any services to be performed under this Agreement without County's prior written approval of the subaward. Subrecipient must follow all applicable Federal, State, and County rules and regulations for obtaining subrecipients.
- 10.3. Prior written approval is not required for the purchase of supplies that are necessary and incidental to Subrecipient's performance under this Agreement.
- 10.4. Subrecipient will be fully responsible for all acts and omissions of any subrecipient and of persons directly or indirectly employed by any subrecipient and of persons for whose acts, any of them, may be liable to the same extent that the Subrecipient is responsible for the acts and omissions of persons directly employed by it. Nothing in this Agreement will create any obligation on the part of County to pay or see to the payment of any money due any subrecipient, except as may be required by law.
- 10.5. Subrecipient must include the provisions set forth **Exhibit C** in all contracts between Subrecipient and its subrecipients providing goods or services pursuant to this Agreement. Subrecipient will be responsible for subrecipients' compliance with that provision and for any disallowances or withholding of reimbursements resulting from noncompliance of said subrecipients with the provision.
11. **Assignment.** Subrecipient may not assign its rights or obligations under this Agreement, in whole or in part, without the County's prior written approval. County may withhold approval at its sole discretion.
12. **Non-Discrimination.** Subrecipient will comply with all provisions and requirements of Arizona Executive Order 2009-09, which is hereby incorporated into this Agreement, including flow-down of all provisions and requirements to any subcontractors. During the performance of this Agreement, Subrecipient will not discriminate against any employee, client or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin.
13. **Americans with Disabilities Act.** Subrecipient will comply with Title II of the Americans with Disabilities Act (Public Law 110-325, 42 U.S.C. §§ 12101-12213) and the federal regulations for Title II (28 CFR Part 35).

14. **Authority to Contract**. Subrecipient warrants its right and power to enter into this Agreement. If any court or administrative agency determines that County does not have authority to enter into this Agreement, County will not be liable to Subrecipient or any third party by reason of such determination or by reason of this Agreement.
15. **Full and Complete Performance**. The failure of either party to insist, in one or more instances, upon the other party's complete and satisfactory performance under this Agreement, or to take any action based on the other party's failure to completely and satisfactorily perform, is not a waiver of that party's right to insist upon complete and satisfactory performance, or compliance with any other covenant or condition in this Agreement, either in the past or in the future. The acceptance by either party of sums less than may be due and owing it at any time is not an accord and satisfaction.
16. **Cancellation for Conflict of Interest**. This Agreement is subject to cancellation for conflict of interest pursuant to A.R.S. § 38-511, the pertinent provisions of which are incorporated into this Agreement by reference.
17. **Termination by County**.
- 17.1. Without Cause. County may terminate this Agreement at any time without cause by notifying Subrecipient, in writing, at least 30 days before the effective date of the termination. In the event of such termination, County's only obligation to Subrecipient will be payment for services rendered prior to the date of termination.
- 17.2. With Cause. County may terminate this Agreement at any time without advance notice and without further obligation to County when County finds Subrecipient to be in default of any provision of this Agreement.
- 17.3. Non-Appropriation. Notwithstanding any other provision in this Agreement, County may terminate this Agreement if for any reason there are not sufficient appropriated and available monies for the purpose of maintaining County or other public entity obligations under this Agreement. In the event of such termination, County will have no further obligation to Subrecipient, other than to pay for services rendered prior to termination.
18. **Notice**. Any notice required or permitted to be given under this Agreement must be in writing and be served by personal delivery or by certified mail upon the other party as follows:

County:

Director
Pima County Economic Development
201 N Stone AVE, 2nd floor
Tucson, AZ 85701

Subrecipient:

CEO
JobPath, Inc.
616 N Country Club RD, Suite 110
Tucson, AZ 85716

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

20. **Remedies.** Either party may pursue any remedies provided by law for the breach of this Agreement. No right or remedy is intended to be exclusive of any other right or remedy and each is cumulative and in addition to any other right or remedy existing at law or at equity or by virtue of this Agreement.
21. **Severability.** Each provision of this Agreement stands alone, and any provision of this Agreement found to be prohibited by law will be ineffective to the extent of such prohibition without invalidating the remainder of this Agreement.
22. **Audit Requirements**
- 22.1. Subrecipient will:
- 22.1.1. Comply with the applicable provisions of the Audit Requirements for Federal Awards in 2 CFR Part 200, Subpart F.
 - 22.1.2. 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 County.
 - 22.1.3. Establish and maintain accounting records which identify the source and application of any funds not provided under this Agreement used to support these activities.
 - 22.1.4. Ensure that all accounting records meet the requirements of the Federal, State, County, and generally accepted accounting principles laws and regulations.
 - 22.1.5. 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.
 - 22.1.6. 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 22.0, unless a different time is specified by County. The audit submitted must include Subrecipient responses, if any, concerning any audit findings.
 - 22.1.7. Pay all costs for any audit required or requested pursuant to this Section 22.0.
- 22.2. Subrecipient status:
- 22.2.1. 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."
 - 22.2.2. 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.
- 22.3. Subrecipient must timely submit the required or requested audit(s) to:
- Pima County Grants Management and Innovation
130 West Congress St, 3rd floor
Tucson, Arizona 85701

23. **Public Records.**

- 23.1. Subrecipient must keep and maintain proper and complete books, records and accounts, which must be open at all reasonable times for inspection and audit by duly authorized representatives of County.
- 23.2. Subrecipient must retain all records relating to this Agreement at least seven years after Subrecipient submits its single or last expenditure report or until completion of any action and resolution of all issues which arise from any related litigation, claim, negotiations, audit or other action involving the records that was started before the expiration of the 7-year period, whichever is later.
- 23.3. **Disclosure.** Pursuant to A.R.S. § 39-121 et seq., this Agreement and all documents related to this Agreement are public records. As such, those documents are subject to release and/or review by the general public upon request, including competitors.
- 23.4. **Records Marked Confidential; Notice and Protective Order.** If Subrecipient reasonably believes that some of those records contain proprietary, trade-secret or otherwise-confidential information, Subrecipient must prominently mark those records "CONFIDENTIAL." In the event a public-records request is submitted to County for records marked CONFIDENTIAL, County will notify Subrecipient of the request as soon as reasonably possible. County will release the records 10 business days after the date of that notice, unless Subrecipient has, within that period, secured an appropriate order from a court of competent jurisdiction, enjoining the release of the records. County will not, under any circumstances, be responsible for securing such an order, nor will County be in any way financially responsible for any costs associated with securing such an order.

24. **Other Documents.**

- 24.1. In entering into this Agreement, Subrecipient and County have relied upon information provided in the U.S. Treasury issued interim Final Rule for State, Territorial, Local, and Tribal Governments, FAQs and Reporting Guidance. All available for review at <http://home.treasury.gov/policy-issues/coronavirus/assistance>
- 24.2. The documents set forth in Paragraph 24.1 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.
- 24.3. Prior to award, Subrecipient will provide copies of the Subrecipient Core Documents in Exhibit B.

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

- 25.1. Compliance with Immigration Laws. Subrecipient hereby warrants that it will at all times during the term of this Agreement comply with all federal immigration laws applicable to its employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Subrecipient will further ensure that each subcontract or who performs any work for Subrecipient under this Agreement likewise complies with the State and Federal Immigration Laws.
- 25.2. Books & Records. County has the right at any time to inspect the books and records of Subrecipient and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.
- 25.3. Remedies for Breach of Warranty. Any breach of Subrecipient's or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, is a material breach of this Agreement subjecting Subrecipient to penalties up to and including suspension or termination of this Agreement. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, Subrecipient will be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor, as soon as possible so as not to delay project completion. Any additional costs attributable directly or indirectly to such remedial action are the responsibility of Subrecipient.
- 25.4. Subcontractors. Subrecipient will advise each subcontractor of County's rights, and the subcontractor's obligations, under this Section 24 by including a provision in each subcontract substantially in the following form:

"Subcontractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Subcontractor's employees, and with the requirements of A.R.S. § 23-214 (A). Subcontractor further agrees that County may inspect the Subcontractor's books and records to ensure that Subcontractor is in compliance with these requirements. Any breach of this paragraph by Subcontractor is a material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract."

26. **Amendment**. The parties may modify, amend, alter or extend this Agreement only by a written amendment signed by the parties.
27. **Entire Agreement**. This document constitutes the entire agreement between the parties pertaining to the subject matter it addresses, and this Agreement supersedes all prior or contemporaneous agreements and understandings, oral or written.

[Remainder of page intentionally left blank]

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

PIMA COUNTY

Chairman, Board of Supervisors

Date

ATTEST

Clerk of the Board

Date

APPROVED AS TO FORM



Deputy County Attorney

Stacey Roseberry
Print DCA Name

SUBRECIPIENT



Authorized Officer Signature

Ana Greif, CEO
Printed Name and Title

6/30/2021
Date

APPROVED AS TO CONTENT



Department Head

6/30/21
Date

EXHIBIT A

SCOPE OF WORK

Commencement Date: July 1, 2021

1. PROGRAM OVERVIEW.

- 1.1. Subrecipient will provide career counseling and case management for individuals seeking employment or advancement in targeted industries identified by the Workforce Investment Board (WIB).
- 1.2. Unless otherwise specified herein, participation in programs and activities financially assisted in whole or in part by this Agreement shall be open to citizens of the United States, lawfully admitted permanent resident aliens, lawfully admitted refugees and parolees, and other individuals authorized by the U.S. Attorney General to work in the United States.

2. PROGRAM GOALS.

- 2.1. Prepare participants for current- and projected-demand occupations that offer adequate wages for self-sufficiency or that have a clear career path leading to self-sufficiency wages.
- 2.2. Assist in the economic development of Pima County by helping to develop a trained and productive labor force that meets employer needs.
- 2.3. Provide services promoting equitable access to services and outcomes to address disproportionately impacted communities and those facing negative economic impacts of COVID-19.
- 2.4. Coordinate workforce efforts with the Pima County ARIZONA@WORK Career Center (formerly the Pima County One Stop), mandated partners, and other Subrecipients.

3. PROGRAM ACTIVITIES.

3.1. General Provisions:

- 3.1.1. No activities performed under this Agreement may displace a currently employed worker. Displacement includes not only firing or layoff, but also partial displacement such as a reduction in hours of non-overtime work or a reduction of employment benefits. Subrecipient will prohibit displacement in all subcontractors.
- 3.1.2. If involved in participant job placement activities with the Pima County ARIZONA@WORK Career Center ("Pima County ARIZONA@WORK"), Subrecipient must ensure that participants are not placed for employment:

- 3.1.2.1. On the construction, operation, or maintenance of any facility used or to be used for sectarian instruction or as a place for religious worship;
- 3.1.2.2. In activities that are not covered under the Occupational Safety and Health Act of 1970, participants are not required or permitted to work, be trained, or receive services in buildings or surroundings under which working conditions are unsanitary, hazardous or dangerous to the participants' health or safety.
- 3.1.2.3. If involved in participant job placement activities with the Pima County ARIZONA@WORK, Subrecipient must ensure that any participant employed or trained for inherently dangerous occupations (e.g. fire or law enforcement) is assigned to entities that consistently follow reasonable safety practices.

3.2. Grievances: Subrecipient will:

- 3.2.1. Have and follow a written grievance process to provide all applicants and participants with the opportunity for a fair hearing to redress grievances arising from the delivery of contracted services, including, but not limited to:
 - 3.2.1.1. Ineligibility determination.
 - 3.2.1.2. Reduction in services:
 - 3.2.1.3. Suspension or termination from program participations: or
 - 3.2.1.4. Quality of service.
- 3.2.2. Ensure that all applicants and participants are advised of their right to present any grievances to County or to the State.

3.3. General Requirements. Subrecipient will:

- 3.3.1. Provide career counseling and case management ("sponsorship") to help individuals gain skills and competencies needed to obtain, or advance in, career ladder employment in WIB targeted industries. Individuals may be unemployed or employed while receiving services.
- 3.3.2. Enter relevant participant data into County required database(s) within twenty-four (24) hours of a participant's activities.
- 3.3.3. Maintain a file on each participant that includes:
 - 3.3.3.1. Intake demographic details.
 - 3.3.3.2. Grievance and information release forms signed by the participant.

- 3.3.3.3. Copies of employment authorization documents consistent with employer required I- 9 documentation.
- 3.3.3.4. Signed Coronavirus State and Local Fiscal Recovery Fund Attestation, refer to **Attachment 1** (2 pages).
- 3.3.3.5. A record of all employment and training activity changes.
- 3.3.3.6. A record of enrollment in training programs or courses.
- 3.3.3.7. Copies of training credentials.
- 3.3.3.8. A record of supportive service referrals.
- 3.3.3.9. Post-participation employment and follow-up information.
- 3.3.4. Maintain a list of all applicants and the reason(s) for selection or non-selection.
- 3.3.5. Provide career counseling and sponsorship to participants pursuing degrees, certifications or apprenticeships in high-demand career fields.
- 3.3.6. Conduct outreach to unemployed and underemployed members of low-income households in Pima County. Outreach must include:
 - 3.3.6.1. Introductions to JobPath programs and services.
 - 3.3.6.2. Information on local employment and training programs.
 - 3.3.6.3. Assistance in completing applications for JobPath sponsorship.
- 3.3.7. Ensure that participants enroll in a degree program, a certification program or an apprenticeship program in a career area where there is a demand for skilled workers. Participants may receive assistance for tuition, books, fees, transportation, childcare and emergencies. Need for assistance will be determined on a case-by-case basis.
- 3.3.8. Ensure that participants meet bi-monthly in peer-support sessions with the career counselor and with other participants in their education or job training area.
- 3.3.9. Before program completion, provide job placement assistance.
- 3.3.10. Track each participant's job success for two years after placement and maintain a record of post-program activities. Subrecipient may request assistance from Pima County ARIZONA@WORK for post-program wage information.
- 3.4. Career Counselor duties. Subrecipient will assign a Career Counselor to each participant. Each Career Counselor will:
 - 3.4.1. Determine applicant's eligibility. In order to participate in the JobPath program pursuant to this Agreement an applicant must:

- 3.4.1.1. Be at least 18 years of age;
- 3.4.1.2. Have resided in the State of Arizona for at least one year prior to applying for the JobPath program and be a resident of Pima County at the time of enrollment in the JobPath program;
- 3.4.1.3. Provide proof of eligibility to work in the United States; and
- 3.4.1.4. Be willing to commit to multi-year training, if applicable.
- 3.4.2. Enroll eligible applicants in JobPath.
- 3.4.3. Develop an individualized long-term financial plan and an education and training plan with the participant.
- 3.4.4. Work closely with instructors, tutors, and financial aid staff to effectively advocate for and properly advise the participant.
- 3.4.5. Meet with each assigned participant as requested by the participant or as Career Counselor determines warranted for participant success.
- 3.4.6. Refer participants to other available community resources and services including, but not limited to: food bank; transitional housing; and childcare.

4. OUTCOMES.

- 4.1. Enroll and provide career counseling and sponsorship to a minimum of 670 eligible adults from July 1, 2022, through June 30, 2022 (FY). This is a total number for Subrecipient's entire program; it is not limited to what is being funded under this Agreement.
- 4.2. 40 — 45% of participants (approximately 80) will:
 - 4.2.1. Obtain a certification,
 - 4.2.2. Successfully complete an apprenticeship: or
 - 4.2.3. Complete one year of a 2-year college degree program.
- 4.3. 80% of the participants that obtain a certification or complete an apprenticeship during the program year will obtain employment. The target wage at placement is \$16.00 per hour or more.
- 4.4. 80% of the participants completing the first year of a college degree program will enroll and complete the second year.

5. REPORTS. The following reports should include the portion of their operation that is funded under this Agreement.

- 5.1. Monthly Reports. No later than the fifth (5th) working day of the month for the preceding month's activities, Subrecipient will provide an Monthly Summary Report to include, at a minimum:
 - 5.1.1. Number of students enrolled by JobPath identified by study area;
 - 5.1.2. Number of students completed programing/certified identified by study area;
 - 5.1.3. Number of students exited and dropout percentage rate identified by study area;
 - 5.1.4. Number of students placed into employment identified by study area;
 - 5.1.5. Average wage at placement identified by study area;
 - 5.1.6. Number of students placed into WIB targeted industries;
 - 5.1.7. Number co-enrolled by Subrecipient and County's ARIZONA@WORK/Pima County One Stop;
 - 5.1.8. Geographic location of participants identified by the city, town, tribal reservation and unincorporated county, as well as by Qualified Census Tract.
 - 5.1.9. Number of students by demographic category, including but not limited to gender, race and ethnicity.
- 5.2. Quarterly Reports. No later than the fifth (5th) working of the month for the preceding quarter's activities, Subrecipient will provide a Quarterly Workforce Development Performance Matrix:
 - 5.2.1. Number of students employed, in education or in occupational skills training currently, identified by cohort period and program year to date;
 - 5.2.2. Number of students employed, in education or in occupational skills training in the 2nd quarter after exit, identified by cohort period and program year to date;
 - 5.2.3. Number of students employed, in education or in occupational skills training in the 4th quarter after exit, identified by cohort period and program year to date;
 - 5.2.4. Student median wage;
 - 5.2.5. Credential;
 - 5.2.6. Measurable skills gained; and
 - 5.2.7. Number of students in all of the categories in 5.2.1 through 5.2.6 by demographic category, including but not limited to gender, race and ethnicity.

- 5.3. Annual Report. Subrecipient will provide assistance to Pima Count Grants Management & Innovation Department in preparing the annual report due to U.S. Treasury documenting the efforts Subrecipient made to promote equitable outcomes and how strategies specifically aligned to address negative economic impacts of COVID-19 and services to disproportionately impacted communities.
- 5.4. Financial Closeout Reports. Subrecipient will complete and submit the following.
 - 5.4.1. Preliminary Financial Closeout Report, no later than July 15 of the contract year. County may require that this report be provided sooner.
 - 5.4.2. Final Financial Closeout Report, on forms provided by County, within thirty (30) days after the end of the Extended Term. County reserves the right to require this report at a different time.
 - 5.4.3. Other records and reports requested by the Director or designee of Pima County.

6. COLLABORATION.

- 6.1. County and Subrecipient will: each designate and maintain a liaison to review Subrecipient's monthly reports, maximize communications and address the resolution of program participant and interagency issues. The liaisons must meet at least quarterly.
- 6.2. The designated County liaison will attend Subrecipient's Board of Directors' meetings to ensure accurate communications between Subrecipient's Board and County Administration. The County liaison will be available to provide guidance on County's priorities in workforce development and economic development data to Subrecipient's Board.
- 6.3. County and Subrecipient will develop a cross-referral system to improve and accurately document participant information and referrals from one party's program to the other.
- 6.4. Subrecipient must, in Subrecipient's Release of Information form completed by JobPath program participants, add County's ARIZONA@WORK/Pima County One Stop as an authorized recipient of information .

Attachment 1 (2 pages)

SAMPLE ATTESTATION FORM

JOBPATH COVID-19 EDUCATIONAL SUPPORT GRANTS
FUNDED BY U.S. DEPARTMENT OF THE TREASURY AMERICAN RESCUE PLAN ACT
CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUND
LOCAL GRANT RECIPIENT CERTIFICATION

By signing this Local Grant Recipient Certification Form, I certify I have read and understood the JobPath COVID-19 Educational Support Grants Program award letter and its terms and conditions, and agree to comply with all funding requirements. I understand that this grant is wholly funded by U.S. Department of Treasury American Rescue Plan Act Coronavirus State and Local Fiscal Recovery Fund¹ financial assistance awarded to Pima County, a portion of which has been passed-through to JobPath as a sub-recipient to Pima County. Accordingly, I understand that all parties will be held accountable for complying with the provisions of this Federal funding as well as applicable requirements of all other Federal law, Executive Orders, regulations, and policies relating to this grant. Since the Federal guidance for this grant is rolling due in part to the fluid nature of the COVID-19 pandemic and its second-order effects, I agree to abide by all future guidance provided by the U.S. Department of the Treasury to Pima County, which will be shared in turn by Pima County and/or JobPath with me. I have retained a fully-executed copy of this form for my records.

I certify that I:

- Have the capacity to complete within the applicable time frame all required activities relating to the grant program (e.g., completing purchases and providing documentation of expenditures).
- Will not use grant funds as a cost-match for any other Federal grant received.
- Understand that cash payments are not eligible for reimbursement for the grant program.
- Am not debarred or suspended from receiving Federal funds.
- Have provided valid identification (similar to what is required for the I-9)
- Agrees to be interviewed by Pima County staff and/or consultants so that Pima County can provide a narrative to the U.S. Department of the Treasury illustrating in detail the first- and second-order effects of the COVID-19 pandemic on our organization, which led the need to apply for the grant;
- Will communicate with JobPath staff and/or Pima County staff and consultants in a timely manner.
- Will provide all required information, data, reports records, and/or documentation, as requested, to JobPath staff and/or Pima County staff and consultants in a timely manner.
- Will keep all documents and records pertaining to this grant award for a minimum of three years after the end of the performance period date of June 30, 2022 for federal compliance issues.

¹ On March 11, 2021, the President signed into law the American Rescue Plan Act of 2021, sec. 9901, Public Law 117-2, codified as 42 U.S.C 802, et seq. More information is available on <https://home.treasury.gov/policy-issues/coronavirus/assistance-for-state-local-and-tribal-governments/state-and-local-fiscal-recovery-funds> (Federal Register, Vol. 86, No. 93, Monday, May 17, 2021, "Interim Final Rule").

- Will not utilize grant award for engagement in criminal activity.
- Will not use any of the grant award for any lobbying activities.
- Will not engage in any trafficking of persons.
- Will not use this grant award to support access to classified national security information.

I hereby certify that all information and supporting documents I have provided and will provide to JobPath in relation to this grant, which, is accurate.

Local Grant Recipient Legal Name:

Signature of Authorized Certifying Official:

Date:

END OF EXHIBIT A

Exhibit B (2 pages)
Subrecipient Core Documents

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

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

Please note that per federal regulation at 2 CFR §200.331(4), Pima County will accept the following types of indirect cost rates:

 - a. An approved federal recognized indirect cost rate negotiated between the Federal Government; or

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- b. If no such rate exists, a de minimis indirect cost rate as defined in 2 CFR §200.414 Indirect (F&A) costs paragraph (f).

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

END OF EXHIBIT B

EXHIBIT C (5 pages)

SPECIAL CONDITIONS

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

1. Use of Funds.
 - a. Subrecipient understands and agrees that the funds disbursed under this award may only be used in compliance with section 603(c) of the Social Security Act (the Act), Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
 - b. Subrecipient will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project.
2. Period of Performance. The period of performance for this award begins on the date hereof and ends on December 31, 2026. As set forth in Treasury's implementing regulations, Subrecipient may use award funds to cover eligible costs incurred during the period that begins on March 3, 2021, and ends on December 31, 2024.
3. Reporting. Subrecipient agrees to comply with any reporting obligations established by Treasury as they relate to this award.
4. Maintenance of and Access to Records.
 - a. Subrecipient shall maintain records and financial documents sufficient to evidence compliance with section 602(c) of the Act, Treasury's regulations implementing that section and guidance issued by Treasury regarding the foregoing.
 - b. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Subrecipient in order to conduct audits or other investigations.
 - c. Records shall be maintained by Subrecipient for a period of five (5) years after all funds have been expended or returned to Treasury, whichever is later.
5. Pre-award Costs. Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from this award.
6. Administrative Costs. Subrecipient may use funds provided under this award to cover both direct and indirect costs.
7. Cost Sharing. Cost sharing or matching funds are not required to be provided by Subrecipient.

8. Conflicts of Interest. Subrecipient understands and agrees it must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict of interest policy is applicable to each activity funded under this award. Subrecipients must disclose in writing to Treasury or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112.
9. Compliance with Applicable Law and Regulations.
 - a. Subrecipient agrees to comply with the requirements of section 602 of the Act, regulations adopted by Treasury pursuant to section 603(f) of the Act, and guidance issued by Treasury regarding the foregoing. Subrecipient also agrees to comply with all the other applicable federal statutes, regulations, and executive orders, and Subrecipient shall provide for such compliance by other parties in any contracts it enters into with other parties relating to this award.
 - b. Federal regulations applicable to this award include, without limitation, the following:
 - i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.
 - ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
 - iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
 - iv. OMG Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.
 - v. Subrecipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
 - vi. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
 - vii. New Restrictions on Lobbying, 31 C.F.R. Part 21.

- viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.
 - ix. Generally applicable federal environmental laws and regulations.
- c. Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:
- i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;
 - ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
 - iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §§ 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
 - iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
 - v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.
10. Remedial Actions. In the event of Subrecipient's noncompliance with section 603 of the Act, other applicable laws, Treasury's implementing regulations, guidance, or any reporting or other program requirements, Treasury may impose additional conditions on the receipt of a subsequent tranche of future award funds, if any, or take other available remedies as set forth in 2 C.F.R. § 200.339. In the case of a violation of section 603(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in section 603(e) of the Act.
11. Hatch Act. Subrecipient agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328, which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.
12. False Statements. Subrecipient understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties,

debarment from participating in federal awards or contracts, and/or any other remedy available by law.

13. Publications. Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of Subrecipient] by the U.S. Department of the Treasury.

14. Debts Owed the Federal Government.

- a. Any funds paid to Subrecipient (1) in excess of the amount to which Subrecipient is finally determined to be authorized to retain under the terms of this award; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to section 603(e) of the Act and have not been repaid by Subrecipient shall constitute a debt to the federal government.
- b. Any debts determined to be owed the federal government must be paid promptly by Subrecipient. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made or if the Subrecipient knowingly or improperly retains funds that are a debt as defined in paragraph 14(a). Treasury will take any actions available to it to collect such a debt.

15. Disclaimer.

- a. The United States expressly disclaims any and all responsibility or liability to Subrecipient or third persons for the actions of Subrecipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any contract, or subcontract under this award.
- b. The acceptance of this award by Subrecipient does not in any way establish an agency relationship between the United States and Subrecipient.

16. Protections for Whistleblowers.

- a. In accordance with 41 U.S.C. § 4712, Subrecipient may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonable believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal Agreement or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal Agreement (including the competition for or negotiation of a contract) or grant.
- b. The list of persons and entities referenced in the paragraph above includes the following:
 - i. A member of Congress or a representative of a committee of Congress;
 - ii. An Inspector General;
 - iii. The Government Accountability Office;

- iv. A Treasury employee responsible for contract or grant oversight or management;
 - v. An authorized official of the Department of Justice or other law enforcement agency;
 - vi. A court or grand jury; or
 - vii. A management official or other employee of Subrecipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.
- c. Subrecipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.
17. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Subrecipient should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.
18. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Subrecipient should encourage its employees and contractors to adopt and enforce policies that ban text messaging while driving, and Subrecipient should establish workplace safety policies to decrease accidents caused by distracted drivers.

END OF EXHIBIT C