



BOARD OF SUPERVISORS AGENDA ITEM REPORT AWARDS / CONTRACTS / GRANTS

☐ Award ☐ Contract ☒ Grant

Requested Board Meeting Date: 07/05/2022

* = Mandatory, information must be provided

or Procurement Director Award: ☐

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

Stratford Art Works, Inc.

***Project Title/Description:**

Grant awards originating from private foundation donors to Pima County for the Teatro Carmen restoration project.

***Purpose:**

Under a Joint Development Agreement (JDA) approved by the Board of Supervisors in December 2021, Pima County and Stratford Art Works, Inc. (SAW) agreed to work together to restore the historic Teatro Carmen. As part of the JDA, SAW agreed to raise funds for the project and to award any funds received to Pima County. The purpose of the formal award is to permit the Board to accept the awards per Pima County Board of Supervisors Policy D 22.6 and Administrative Procedure 5.1. Such procedures allows the County to comply with the terms and conditions of awards, monitor award administration, and report programmatic and fiscal progress, to ensure compliance and grantor goodwill. Such procedures supplement the provisions of the JDA. SAW has received awards from several private foundations that it would like to formally subaward to Pima County. The purpose of this BOS-Air is to accept those private foundation subawards.

***Procurement Method:**

This subrecipient agreement is a non-Procurement contract and is not subject to Procurement rules.

***Program Goals/Predicted Outcomes:**

To provide funding to refurbish the Teatro Carmen historic property.

***Public Benefit:**

To provide restoration to a culturally and historically important resource for the Pima County community.

***Metrics Available to Measure Performance:**

Ability to restore the historic Teatro Carmen property.

***Retroactive:**

No.

6/17/22
BOS approved
(PWS)

THE APPLICABLE SECTION(S) BELOW MUST BE COMPLETED

Click or tap the boxes to enter text. If not applicable, indicate "N/A". Make sure to complete mandatory (*) fields

Contract / Award Information

Document Type: _____ Department Code: _____ Contract Number (i.e., 15-123): _____
Commencement Date: _____ Termination Date: _____ Prior Contract Number (Synergen/CMS): _____
☐ Expense Amount \$ _____ * ☐ Revenue Amount: \$ _____

***Funding Source(s) required:** _____

Funding 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? _____

Were 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 ☐ Revenue ☐ Increase ☐ Decrease

Is there revenue included? ☐ Yes ☐ No If Yes \$ _____

Amount This Amendment: \$ _____

***Funding Source(s) required:** _____

Funding from General Fund? ☐ Yes ☐ No If Yes \$ _____ % _____

Grant/Amendment Information (for grants acceptance and awards)

☒ Award ☐ Amendment

Document Type: GTAW Department Code: FM Grant Number (i.e., 15-123): 22*134

Commencement Date: 07/01/2022 Termination Date: 06/30/2024 Amendment Number: _____

☐ Match Amount: \$ _____ ☒ Revenue Amount: \$ 277,500

***All Funding Source(s) required:** Stratford Art Works, Inc.

***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)?**

NA

Contact: Sara Fontaine

Department: Facilities Management

Telephone: 724-31010

Department Director Signature: _____

Date: 6/15/2022

Deputy County Administrator Signature: _____

Date: _____

County Administrator Signature: _____

Date: 6/17/2022

Pima County Department of Facilities Management

Project: Renovation of Teatro Carmen Subaward Agreement

Grantor: Stratford Art Works, Inc.

GTAW Nos.: GTAW 22*134

Funding: Private Grants Only

Renovation of Teatro Carmen Subaward Agreement

This **Renovation of Teatro Carmen Subaward Agreement ("Agreement")** is made and entered into by and between Pima County, a political subdivision of the state of Arizona ("**County**" and "**Subrecipient**") and Stratford Art Works, Inc., an Arizona Non-Profit corporation ("**Non-Profit**") (together referred to as the "**Parties**").

1. Background and Purpose.

1.1. Background. On December 7, 2021, County and Non-Profit entered into a Joint Development Agreement ("JDA") (CT-FM-22*149). Under the terms of the JDA, Non-Profit will undertake fundraising in the private and public sectors to fund the rehabilitation and restoration of the property known as "Teatro Carmen," located at 384 S. Meyer Avenue, Tucson, Arizona, 85701 ("Project"). Under Section 19.5 of the JDA, Non-Profit will establish the TC Donation Fund to hold its portion of the Project funds, and County will establish the County Commitment Fund to hold County's portion of the Project funds and funds transferred from Non-Profit's TC Donation Fund.

1.2. Purpose. Non-Profit has received private grant award funds ("Funds") that it needs to transfer from its TC Donation Fund to the County Commitment Fund. The Funds are subject to conditions. County, as Subrecipient, is subject to these conditions.

2. **Term.** This Agreement commences on July 1, 2022 and will remain in full force and effect until the expiration or termination of the JDA. 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.

3. **Award Amount.** The total amount of the Funds is \$277,500.00. The Funds are being transferred to County pursuant to the JDA. As provided in Section 20.2 of the JDA, the Funds will be credited towards Non-Profit's commitment to transfer funds and County's obligation to release additional funds.

4. **Scope of Services.** The Parties will use the Funds as specified in **Exhibits A and B** (each one page) to carry out the Project.

Contract No.: GTAWs 22*134

154464 / 00992286 / v5

5. **Reporting.** County will track receipts and expenditures in the Sources and Uses statement as provided in Sections 19.5 and 19.6 of the JDA. Non-Profit will provide County with detailed fundraising reports as provided in Section 19.8 of the JDA.
6. **Incorporation by Reference.** This Agreement is subject to the JDA, the pertinent provisions of which, including without limitation the Insurance and Indemnification requirements under Sections 16 through 18 of the JDA, are incorporated into this Agreement by reference with the same force and effect as though fully set forth herein.
7. **Authority of Non-Profit and County.** Each of the persons signing below represents and warrants that the signer has full power and authority to execute and deliver this Agreement on behalf of that Party and to bind such Party to the terms and conditions of this Agreement.
8. **Compliance with ADA.** Non-Profit shall comply with all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, including 28 CFR Parts 35 and 36.
9. **Non-Discrimination in Employment.** Non-Profit shall not discriminate against any County employee, client or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin in the course of carrying out Non-Profit's duties pursuant to this Agreement. Non-Profit shall comply with the provisions of Arizona Executive Orders 75-5, as amended by Executive Order 2009-09, which are incorporated into this Agreement by reference as if set forth in full herein.
10. **Legal Arizona Workers Act Compliance.** If Non-Profit furnishes labor, time or effort to County under this Agreement within the State of Arizona, the following applies: Non-Profit 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"). Non-Profit will ensure that each subcontractor who performs any work for it under this Agreement likewise complies with the State and Federal Immigration Laws. A breach of this paragraph will be deemed a material breach of this Agreement that subjects Non-Profit to penalties up to and including termination of the Agreement. County retains the legal right to inspect the papers of any Non-Profit or subcontractor employee who works on the Agreement to ensure that the Non-Profit or subcontractor is complying with this warranty.
11. **Miscellaneous Provisions**
 - 11.1. Conflict of Interest. This Agreement is subject to cancellation pursuant to A.R.S. § 38-511, which is incorporated herein by reference.
 - 11.2. Waiver. The waiver by County or Non-Profit of any term, covenant or condition herein shall not be deemed to be a waiver of such term, covenant or condition or any subsequent breach of the same or any other term, covenant or condition herein.

- 11.3. Prior Agreements, Amendments, and Modifications. This Agreement constitutes and contains the entire agreement between the Parties with respect to its subject matter and, with the exception of the JDA, no prior or contemporaneous agreements or understanding pertaining to any such matters shall be effective for any purpose. This Agreement may not be amended except by an agreement in writing signed by the parties. Additional private grant awards may be transferred to County by amendment to this Agreement. This Agreement is not effective or binding on either Party until it is fully executed by authorized representatives of both Parties and filed by the Clerk of Pima County.
- 11.4. Partial Invalidity. If any portion of this Agreement is found by a court to be invalid, void, or illegal, no other portion of the Agreement will be affected, impaired or invalidated and all such other portions will remain in full force and effect unless an essential purpose of this Agreement would be defeated by loss of the invalid, void, or illegal provision.
- 11.5. Choice of Law and Venue. This Agreement shall be governed by the laws of the State of Arizona and the venue for any action arising out of this Agreement shall be the Pima County Superior Court.
- 11.6. Attorney's Fees and Costs. In any action brought by a Party to enforce the obligations of any other Party, the prevailing Party is entitled to collect from the opposing Party the prevailing Party's reasonable litigation costs and attorney's fees and expenses, including court costs, reasonable fees of accountants and experts, and other expenses necessary to the litigation in addition to all other relief, all of which will be set by a judge and not by a jury.
- 11.7. Counterparts. This Agreement may be executed in counterparts, each of which is effective as an original.
- 11.8. No Third Party Beneficiaries. No person or entity other than a Party has any rights under this Agreement.
- 11.9. No Partnership. Nothing in this Agreement creates a partnership or joint venture between the Parties, and nothing in this Agreement authorizes any Party to act as agent for or representative of any other Party, except as expressly provided in this Agreement.

12. 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 Non-Profit, other than to pay for services rendered prior to termination.

SIGNATURES ON FOLLOWING PAGE

PIMA COUNTY

Chair, Board of Supervisors

Date

ATTEST

Clerk of the Board

Date

APPROVED AS TO FORM



Deputy County Attorney

Kathryn Ore

Print DCA Name

June 13, 2022

Date

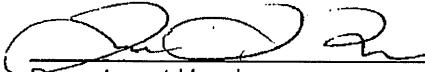
STRATFORD ART WORKS, INC.

Authorized Officer Signature

Printed Name and Title

Date

APPROVED AS TO CONTENT



Department Head

6/15/2022

Date
(if required by County Department or delete)

Contract No.: GTAWs 22*134

154464 / 00992286 / v5

Revised 5.25.22

Exhibit A – Work Statement A

Grantor: Anonymous Foundation

Amount: \$200,000 to be transferred shortly after effective date (remaining funds of total grant amount of \$500,000 less expenses previously incurred by Non-Profit) will be transferred in the future when available per terms of grant agreement.

Term: No term.

Use of Funds: These funds are to be used as requested for the purchase and restoration of the Teatro Carmen.

Credit: This grant should remain anonymous until the campaign is completed. County will work with Stratford Art Works, Inc. to provide appropriate credit.

Exhibit B – Work Statement B

Grantor: Bert W. Martin Foundation

Amount:

1. Grant of \$25,000 (award letter dated May 26, 2021) for roof repairs (Grant 1)
2. Grant of \$52,500 (award letter dated May 4, 2022) for façade rehabilitation (Grant 2)

Term:

1. Work under Grant 1 to be completed by July 31, 2022
2. Work under Grant 2 to be completed January 31, 2023

Use of Funds:

1. The use of the grant funds under Grant 1 will be for roof repair work at Teatro Carmen.
2. The use of the grant funds under Grant 2 will be for façade rehabilitation work.