



BOARD OF SUPERVISORS AGENDA ITEM REPORT  
AWARDS / CONTRACTS / GRANTS

Award  Contract  Grant

Requested Board Meeting Date: 02/21/2023

\* = Mandatory, information must be provided

or Procurement Director Award:

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

Watershed Management Group, Inc.

**\*Project Title/Description:**

Green Stormwater Infrastructure for Neighborhood Cleanup  
HUD CDBG Community Public Infrastructure Activity (LMA)

This contract can be found in OnBase by searching Contracts CT-CR-22-257 Amendment 1 in DOC\_ID\_AMS

**\*Purpose:**

Trained staff, contractors, and volunteers will construct Green Stormwater Infrastructure ("GSI") in a County-owned public right-of-way in an unincorporated portion of the Flowing Wells community. The GSI will reduce damage to streets, flooding and the accumulation of roadway debris from storm runoff and improve public safety.

Attachment Contract Number CT-CR-22-257 Amendment 1

**\*Procurement Method:**

This Subrecipient Agreement is a non-procurement contract and not subject to Procurement rules.

**\*Program Goals/Predicted Outcomes:**

Goal: Stormwater control and landscaping in Flowing Wells neighborhoods will improve safety and beautify the community.

Predicted outcome: The Project will provide increased availability and accessibility to programs promoting and supporting neighborhood sustainability.

**\*Public Benefit:**

Upon completion, the Project will meet the HUD CDBG National Objective to provide public facility improvements that benefit low- to moderate-income individuals in the Flowing Wells Community Development Target Area.

**\*Metrics Available to Measure Performance:**

At a minimum, 100 individuals will attend green infrastructure education and on-site workshop to complete the Project and 45 Households downstream from completed Project will experience less flooding in their neighborhood during rain events.

**\*Retroactive:**

Yes to February 1, 2023. Finalization of contract led to unexpected delays. The next available BOS meeting is February 21, 2023 If the agreement is not approved, residents within the area will not receive needed infrastructure improvements.

GME Approves  
AF 2/16/23

To COB: 2/16/23  
Vers: 2  
Pgs: 5 (1)

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: CT Department Code: CR Contract Number (i.e., 15-123): 22-257

Amendment No.: 01 AMS Version No.: 02

Commencement Date: 02/01/2023 New Termination Date: 01/31/2024

Prior Contract No. (Synergen/CMS):

Expense Revenue Increase Decrease

Amount This Amendment: \$

Is there revenue included? Yes No If Yes \$

\*Funding Source(s) required: U.S. Department of Housing and Urban Development (HUD) Community Development Block Grant (CDBG)

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: Joel Gastelum/Joel Viers

Department: CWD

Telephone: 724-6750/724-6767

Department Director Signature: Date: 1.20.23
Deputy County Administrator Signature: Date: 30 Jan 2023
County Administrator Signature: Date: 1/31/2023

|  |   |
|--|---|
| <b>Pima County Department of Community and Workforce Development</b> |   |
| <b>Program:</b>  | Green Stormwater Infrastructure for Neighborhood Cleanup<br>HUD CDBG Community Public Infrastructure Activity (LMA) |
| <b>Contractor:</b>   | Watershed Management Group, Inc.<br>1137 North Dodge Boulevard<br>Tucson, Arizona 85716                             |
| <b>Contract No.:</b>   | CT-CR-22-257  |
| <b>Contract Amendment No.:</b>                                       | 01  |

|  |                   |                                 |             |
|--|-------------------|---------------------------------|-------------|
| <b>Original Contract Term:</b>               | 02/01/22-01/31/23 | <b>Orig. Contract Amount:</b>   | \$70,000.00 |
| <b>Termination Date<br/>Prior Amendment:</b> | N/A               | <b>Prior Amendments Amount:</b> | -0-         |
| <b>Termination Date<br/>This Amendment:</b>  | 01/31/2024        | <b>This Amendment Amount:</b>   | -0-         |
|  |                   | <b>Total Amount:</b>            | \$70,000.00 |

|   |   |  |  |
|---|---|--|--|
| <b>Unique Entity Identifier:</b> JMR3N6MJK6Q3 |   | <b>SAM Registration Date:</b> 12/14/2021         |  |
| <b>Federal Contract No.:</b> B-20-UC-04-0502  |   |  |  |
| <b>Required Match:</b>                        | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | <b>Match Amount:</b>                             |  |
| <b>Indirect Cost Rate:</b>                    | <input type="checkbox"/> Federal                                    | <input type="checkbox"/> NICR                    | <input type="checkbox"/> de minimis <input checked="" type="checkbox"/> None |
| <b>Status of Contractor:</b>                  |   | <input checked="" type="checkbox"/> Subrecipient | <input type="checkbox"/> Contractor  |

| CFDA   | Program Description  | Nation Funding          | Pima County Award   |
|--------|--|-------------------------|---------------------|
| 14.218 | Community Development Block Grant/Entitlement Communities (CDBG) | FY20 \$3,398,087,174.00 | FY20 \$2,971,153.00 |

**CONTRACT AMENDMENT**

The parties agree to amend the above-referenced contract as follows:

**1.0 BACKGROUND AND PURPOSE.**

- 1.1. Background. On May 5, 2020, Pima County ("County") and Watershed Management Group, Inc. (Subrecipient") entered into the above-referenced agreement to complete Green Stormwater Infrastructure ("GSI") improvements in an unincorporated portion of the Flowing Wells community.
- 1.2. Purpose. The Pima County Board of Supervisors approved an allocation of County's FY 2020-2021 CDBG funds to Subrecipient in the amount of \$70,000.00 for Watershed Management Group, Inc. ("Subrecipient"), Green Stormwater Infrastructure improvement Program.
  - 1.2.1. Due to the ongoing pandemic, Subrecipient was unable to complete all work as scheduled and more time is required.

**2.0 TERM, EXTENSIONS, AND AMENDMENTS.** Pursuant to paragraph 2.1, and in recognition of the unforeseen circumstances and unavoidable delays caused by the ongoing pandemic, County exercises the first of four available Extension Options. This Agreement will terminate on **January 1, 2024**.

**3.0 INSURANCE, SECTION 7** is amended as follows:

**3.1. Insurance Coverages and Limits**

3.1.1. 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 contract.

**3.2. Additional Coverage Requirement**

3.2.1. 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 Contract, and Contractor must maintain such coverage for a period of not less than three (3) years following Contract expiration, termination, or cancellation.

**4.0 Compliance with Laws.** Subrecipient will comply with the additional statutes to 9.0 of the original contract.

**4.1. Under 9.5: Compliance with Federal Law, Rules and Regulations.** Subrecipient will additionally comply with the provisions of:

- 4.1.1. 24 CFR Part 5; subpart A, including the nondiscrimination and equal opportunity requirements at 24 CFR § 5.105(a);
- 4.1.2. Section 3 of the HUD Act of 1968 as amended;
- 4.1.3. Uniform Relocation Act and the requirements contained in 49 CFR Part 24;
- 4.1.4. Environmental review under 24 CFR Part 58;
- 4.1.5. The Resource Conservation and Recovery Act requirements, as amended (42 U.S.C. 6962);
- 4.1.6. Federal Funding Accountability and Transparency Act of 2006, P.L.109-282, as amended by section 6202(a) of P.L. 110-252);
- 4.1.7. Lead-Based Paint Poisoning Prevention Act (42. U.S.C. §§ 4821-4846);
- 4.1.8. Sections 102(a) and 202(a) of the Flood Disaster Protection Act of 1973, as amended;
- 4.1.9. Title VI of the Civil Rights Act of 1964;
- 4.1.10. 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards;
- 4.1.11. Fingerprinting certification, and criminal background checks including, but not limited to the applicable provisions of: A.R.S. §§ 8-804, 36-594.01, 36-3008, 41-1964, and 46-141;
- 4.1.12. Debarment and Suspension (2 CFR Part 180 Subparts F through H);
- 4.1.13. Drug-Free Workplace (2 CFR Part 2429);
- 4.1.14. Environmental Tobacco Smoke (Pub. L. 103-227, Part C);

- 4.2. **Also Under 9.5: Use of Funds.** Subrecipient warrants that funds provided for personnel employed in the administration of activities funded under this Agreement will not be used for:
- 4.2.1. Political activities;
  - 4.2.2. Inherently religious activities;
  - 4.2.3. 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);
  - 4.2.4. Political patronage; or
  - 4.2.5. Nepotism activities.

**5.0 MANDATORY DISCLOSURE.** Consistent with 2 CFR 200.113, applicants and recipients must disclose in a timely manner, in writing to the Office of Inspector General (OIG), all information related to violations, or suspected violations, of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Subrecipients must disclose, in a timely manner, in writing to the prime recipient (pass through entity) and the OIG, all information related to violations, or suspected violations, of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Disclosures must be sent in writing to the awarding agency and to the OIG at the following addresses:

U.S. Department of Health and Human Services  
Office of Inspector General  
ATTN: Mandatory Grant Disclosures, Intake Coordinator  
330 Independence Avenue, SW, Cohen Building Room 5527  
Washington, DC 20201  
Fax: (202) 205-0604 (Include "Mandatory Grant Disclosures" in subject line) or email:  
MandatoryGranteeDisclosures@oig.hhs.gov

Failure to make required disclosures can result in any of the remedies described in 2 CFR 200.339 remedies for noncompliance, including suspension or debarment (see 2 CFR parts 180 & 376 and 31 U.S.C. 3321).

**6.0 MINORITY BUSINESS ENTERPRISE/WOMEN BUSINESS ENTERPRISE.** HUD is committed to supporting minority and women's small business growth and development. Subrecipient is reminded to follow the Procurement Standards required for all HUD's Office of Community Planning and Development funded contract and subcontract activities as stated under 2 CFR §200.321, the pertinent provisions of which are incorporated herein by reference. For more information on required Procurement Standards and Procedures, please refer to 2 CFR § 200.321.

**7.0 PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPEMNT.** Subrecipient agrees to comply with the prohibitions of 2 CFR §200.216, the pertinent provisions of which are incorporated herein by reference.

**8.0 FALSE CLAIMS ACT (31 U.S.C. §§ 3729-3733).** The Subawardee acknowledges that 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) applies to the Subawardee's actions pertaining to this contract. A Grant Assurance is a Claim. A grant assurance in an application for federal funds or a grant progress report is a "claim" under the False Claims Act since representations made in the progress report trigger the payment of grant funds.

**9.0 FORCED LABOR OF ETHNIC UYGHURS.** Pursuant to A.R.S. § 35-394, if Contractor engages in for-profit activity and has 10 or more employees, Contractor certifies it is not currently using, and

agrees for the duration of this Contract to not use (1) the forced labor of ethnic Uyghurs in the People's Republic of China; (2) any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; and (3) any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China. If Contractor becomes aware during the term of the Contract that the Company is not in compliance with A.R.S. § 35-394, Contractor must notify the County within five business days and provide a written certification to County regarding compliance within one hundred eighty days.

**SIGNATURE PAGE TO FOLLOW**

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All other provisions of the Agreement, not specifically changed by this amendment, shall remain in effect and be binding upon the parties.

The effective date of this amendment is January 1, 2023.

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**PIMA COUNTY**

\_\_\_\_\_  
Chair, Board of Supervisors


DATE: \_\_\_\_\_

ATTEST:


\_\_\_\_\_  
Clerk of the Board

DATE: \_\_\_\_\_

APPROVED AS TO CONTENT:

  
\_\_\_\_\_  
Director  
Department of Community & Workforce  
Development

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Kyle Johnson, Deputy County Attorney

**SUBRECIPIENT**

**Catlow Shipek**

Digitally signed by Catlow Shipek  
DN: cn=Catlow Shipek, o=Watershed Management  
Group, ou, email=catlow@watershedmg.org, c=US  
Date: 2023.01.18 15:05:35 -0700

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Catlow Shipek, Sr. Program Director  
Printed Name and Title

DATE:   1/18/2023