



BOARD OF SUPERVISORS AGENDA ITEM REPORT
CONTRACTS / AWARDS / GRANTS

Requested Board Meeting Date: 04/17/2018

Award Contract Grant

or Procurement Director Award

Contractor/Vendor Name/Grantor: YWCA Southern Arizona
(DBA):

Project Title/Description:

YWCA of Southern Arizona: House of Neighborly Services, Commercial Kitchen Remodel ("the facility improvements")
243 West 33rd Street
South Tucson, AZ 85713

The original contract CT-CD-17-0402 may be found in eContracts with the search criteria of 17%0402.

Purpose:

Construction of a commercially licensed commissary kitchen to support educational and entrepreneurial culinary activities in the City of South Tucson and City of Tucson southside neighborhoods. Once completed, the facility improvements will serve as an incubator for food service micro-enterprises and a classroom for healthy cooking and food distribution activities. This amendment extends the term through 2/28/2019.

Procurement Method:

Funding Agreement per Board of Supervisors Policy E 36.1, Solicitation number CDNC-10-30-15-CDBG-ESG

Attachments: Contract CT-CD-17-0402, Amendment 1

Program Goals/Predicted Outcomes:

Goal: Provide a suitable living environment through improved access to community public facilities for the development of new businesses and distribution of healthy food.

Predicted outcome: Improved access and availability to commercial kitchen and commissary food services in the City of South Tucson and City of Tucson southside neighborhoods for training and assistance in developing culinary microenterprises. The commercial kitchen will also be used to prepare meals that support other social services and feeding programs.

Public Benefit:

The facility improvements will meet the U.S. Department of Housing and Urban Development ("HUD"), Community Development Block Grant ("CDBG") National Objective to provide area benefit to residents of the City of South Tucson and City of Tucson southside neighborhoods by completing needed public facility improvements.

Metrics Available to Measure Performance:

Twenty (20) food entrepreneurs will participate in the Foodie-U Program;

Eight (8) food entrepreneurs will participate and complete the Kitchen Business Incubator Program; and

Over 6,000 healthy and nutritious meals will be prepared and distributed to persons in need via other social service and feeding programs.

Retroactive:

1. **Yes to March 1, 2018.** Delays caused by the architect were beyond the control of the YWCA and did not allow the facility improvements to be completed within the initial timeframe.

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*To: AOB - 3.29.18
pgs. - 5
(1)*

Contract/Award Information

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

Funding Source(s): _____
Funding from General Fund: Yes No If Yes, \$ _____ % _____
Contract is fully or partially funded with Federal Funds? Yes No
Is the Contract to a vendor or subrecipient? Subrecipient Vendor
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 22-73.

Amendment/Revised Award Information

Document Type: CT Department Code: CD Contract Number (i.e.,15-123): 17-0402
Amendment No.: 1 AMS Version No.: 3
Effective Date: 3/1/2018 New Termination Date: 2/28/2019

Prior Contract No. (Synergen/AMS) CT 17-0402
 Expense or Revenue Increase Decrease Amount This Amendment: \$ 0.00
Is there revenue included? Yes No If yes, \$ _____
U.S. Department of Housing and Urban Development (HUD), Community Development
Funding Source(s): 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): _____
Effective Date: _____ Termination Date: _____ Amendment # _____
 Match Amount: _____ Revenue Amount: \$ _____

All funding Source(s) _____
Match funding from General Fund: Yes No If Yes, \$ _____ % _____
Match funding from other sources: Yes No If Yes, \$ _____ % _____
Funding Source: _____

If Federal funds are received, is funding coming directly from the Federal government or passed through other organization(s)?

Contact: Dewey Cooper, Contract Specialist 4-2772 / Joel Gastelum, Program Manager 724-6750
Department: Community Development & Neighborhood Conservation Telephone: 724-6750
Department Director Signature/Date: Margaret J. Kane 03/26/2018
Deputy County Administrator Signature/Date: [Signature] 3/27/2018
County Administrator Signature/Date: [Signature] 3/27/18
(Required for Board Agenda/Addendum Items)

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

Program Name: House of Neighborly Services, Commercial Kitchen Remodel
HUD CDBG Public Service (LMA)

Subrecipient: YWCA of Southern Arizona
525 N. Bonita Avenue
Tucson, AZ 85745

DUNS No.: 184594661

Funding: U.S. Department of Housing & Urban Development
Community Development Block Grant

Contract No.: CT-CD-17*402

Federal Contract No.: B-16-UC-04-0502

Amendment No.: One (1)

CONTRACT	
NO. <u>CT-CD-17-402</u>	
AMENDMENT NO. <u>01</u>	
This number must appear on all invoices, correspondence and documents pertaining to this contract.	

CFDA	Program Description	Nation Funding	Pima County Award
14.218	Community Development Block Grant (CDBG)	FY 2017 \$3,014,354,773.97	FY 2016 \$2,613,490.00

Original Contract Term:	3/1/17 – 2/28/18	Contract Amount:	\$75,000.00
Termination date prior amends:	N/A	Amount prior amendments:	N/A
Termination date this amend:	2/28/19	Amount this amendment:	-0-
		TOTAL contract amount:	\$75,000.00

Pima County ("County"), a body politic and corporate of the State of Arizona, and YWCA of Southern Arizona ("Subrecipient"), a non-profit corporation in the State of Arizona, entered into the above-referenced Agreement.

AMENDMENT NO. ONE (1)

RECITALS

- A. County appropriated \$75,000.00 of the County's award of FY 2016-2017 Community Development Block Grant ("CDBG") funds for the construction of House of Neighborly Services commercially licensed commissary kitchen ("the facility improvements").
- B. Pursuant to the terms of the Agreement and CDBG, Subrecipient procured an architect for design of the facility improvements. Due to the length of the procurement process, other demands on the architect's time caused a delay in the design process.
- C. The delays caused by the architect were beyond the control of the Subrecipient and did not allow the facility improvements to be completed within the initial timeframe. Extending the contract term by one (1) additional year will allow Subrecipient to complete the facility improvements.

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

1.0 SECTION 1.0 -- TERM AND EXTENSIONS, Section 1.0, paragraph 1.1 is amended as follows:

1.1 The termination date is changed:

FROM: February 28, 2018

TO: February 28, 2019

1.2 The second sentence is deleted and replaced with the following:

This Agreement may not be renewed.

2.0 SECTION 4.0 -- COMPENSATION AND PAYMENT, paragraph 4.15 is deleted in its entirety and replaced with the following:

4.15 Changes between budget line items may only be made as follows:

4.15.1 A written request for the line item change must be submitted at least six (6) weeks prior to the termination date of the Agreement. The written request must contain all of the following:

4.15.1.1 A detailed explanation of the need for the change;

4.15.1.2 Proof that the requested change will not change the specified purpose, the metrics, or the outcomes of this Agreement; and

4.15.1.3 Proof that the proposed increase is offset by a decrease of equal value to the remaining line items.

4.15.2 Changes to line items will only be considered for future expenditures, not for expenditures already incurred by Subrecipient that were not part of the approved budget.

4.15.3 Changes that do not increase or decrease the total budget amount may be granted by and at the sole discretion of the Director of Community Development and Neighborhood Conservation or designee. **The change will not be effective, nor will compensation under the change be provided, until the date set forth in the written approval of the Director or designee.**

4.15.4 Changes that increase or decrease the total budget amount or that change the Scope of the Agreement in any way will require a contract amendment. **The change will not be effective, nor will compensation under the change be provided, until the amendment is fully executed by both parties.**

3.0 SECTION 6.0 – INSURANCE – Paragraph 6.2.1 is deleted in its entirety and replaced with the following:

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

4.0 SECTION 8.0 -- COMPLIANCE WITH LAWS, is deleted in its entirety and replaced with the following:

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

- 8.2. 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 will govern the rights of the parties, the performance of this Agreement, and any disputes hereunder. Any action relating to this Agreement must be brought in a court of the State of Arizona in Pima County.
- 8.4. Compliance with 24 CFR 570. Subrecipient will comply with the requirements of 24 CFR 570, including subpart K of these regulations, except the Subrecipient does not assume:
 - 8.4.1. County's environmental responsibilities described in 24 CFR 570.604; and
 - 8.4.2. County's responsibility for initiating the review process under the provisions of 24 CFR Part 52.
- 8.5. Use of CDBG Funds. Subrecipient warrants that CDBG funds provided or personnel employed in the administration of the program funded under this Agreement will not be used for:
 - 8.5.1. Political activities;
 - 8.5.2. Inherently religious activities;
 - 8.5.3. Lobbying;
 - 8.5.4. Political patronage; or
 - 8.5.5. Nepotism activities.
- 8.6. Compliance with Federal Law, Rules and Regulations. Subrecipient will comply with the applicable provisions of:
 - 8.6.1. Davis-Bacon Act (Public Law 107-217), as amended;
 - 8.6.2. Contract Work Hours and Safety Standards Act (40 USC 327 *et seq.*);
 - 8.6.3. Copeland Anti-Kick Back Act (18 USC 874 *et seq.*);
 - 8.6.4. Section 3 of the HUD Act of 1968 as amended; and
 - 8.6.5. All rules and regulations applicable to the Acts set forth above.
- 8.7. Cooperation. Subrecipient will fully cooperate with County, HUD and any other federal agency in the review and determination of compliance with the above provisions.

5.0 SECTION 27.0 -PUBLIC INFORMATION- , is deleted in its entirety and replaced with the following:

- 27.1 Disclosure. Pursuant to Arizona Public Records law, A.R.S. § 39-121 *et seq.*, and A.R.S. § 34-603(H) in the case of construction or architectural and engineering services procured under A.R.S. Title 34, Chapter 6, all documents submitted in response to the solicitation resulting in an award of this Agreement, including, but not limited to pricing schedules, product specifications, work plans, and any supporting documents, are public records. As such, those documents are subject to release and/or review by the general public upon request, including competitors.
- 27.2 Records Marked Confidential; Notice and Protective Order.
 - 27.2.1 If Subrecipient reasonably believes that some of the records described in paragraph 27.1 above contain proprietary, trade-secret or otherwise-confidential information, Subrecipient must prominently mark those records "CONFIDENTIAL."

- 27.2.2 In the event that a public records request is submitted to County for records marked “CONFIDENTIAL,” County will notify Subrecipient of the request as soon as reasonably possible.
- 27.2.3 County will release the records ten (10) business days after the date of notice provided pursuant to paragraph 27.2.2, unless Subrecipient has, within that period, secured an appropriate order from a court of competent jurisdiction, enjoining the release of the records.
- 27.2.4 County will not, under any circumstances, be responsible for securing such an order, nor will County be in any way financially responsible for any costs associated with securing such an order.

SECTION 29.0 - LEGAL ARIZONA WORKERS ACT COMPLIANCE, - the term “Contractor” is replaced with “Subrecipient” throughout.

6.0 EXHIBIT A – SCOPE OF WORK Except as set forth with specificity below, the provisions of Exhibit A remain in full force and effect:

6.1 **Section 3 – Project Activities**, **Section 3.0, paragraph 3.3.9** is deleted in its entirety and replaced with the following:

Other eligible trade work and construction-related rentals, including a temporary storage pod, approved by Pima County.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

6.2 **Section 8 -- Budget** is deleted in its entirety and replaced with the following:

CDBG Funded Activities	Budget
Architect/engineering	\$19,000.00
Demolition, Site Prep and Storage	\$5,000.00
Electrical	\$7,500.00
Mechanical	\$3,000.00
Walk-in combo freezer/refrigerator	\$21,000.00
Range hood	\$2,000.00
Plumbing	\$3,500.00
Carpentry	\$3,500.00
Permits	\$2,500.00
Sprinklers for fire suppression	\$6,000.00
Painting and finishing	\$2,000.00
Total	\$75,000.00

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

PIMA COUNTY

Chairman, Board of Supervisors

Date: _____

ATTEST:

Clerk of the Board

Date: _____

APPROVED AS TO CONTENT:

Margaret M. Kee 03/26/2018
Director, Community Development
and Neighborhood Conservation

APPROVED AS TO FORM:

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

SUBRECIPIENT



Signature

LIZ RABAGO, ACTING CEO
Printed name and title

Date: 2/26/2018