



BOARD OF SUPERVISORS AGENDA ITEM REPORT

CONTRACTS / AWARDS / GRANTS

☐ Award ☒ Contract ☐ Grant

Requested Board Meeting Date: 09/17/2019 BOS Addendum

*** = Mandatory, information must be provided**

or Procurement Director Award ☐

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

Flowing Wells Neighborhood Association and Community Coalition

***Project Title/Description:**

Flowing Wells Neighborhood Association and Community Coalition Operating Funds and Technical Assistance

This contract can be found in OnBase by searching Contracts 19*191 (Amendment 1) in Doc_ID_AMS.

***Purpose:**

The Agency will increase Subrecipients capacity to facilitate and carry out eligible neighborhood revitalization or economic development activities in the Flowing Wells area of Pima County. The Program will develop and implement a new HUD Neighborhood Revitalization Strategy Plan ("NRSA") to increase the capacity.

Attachment Contract number CT-CD-19-191 (Amendment 1)

***Procurement Method:**

Processed per Board of Supervisors Policy D29.6,III-A

***Program Goals/Predicted Outcomes:**

Agency Annual Expected Performance of Unduplicated to be served:

Goal: Expand opportunities to create a more suitable living environment for the primarily low and moderate-income residents of Flowing Wells.

Predicted outcome: Subrecipient's operations and community development efforts to create a new NRSA plan will increase the availability of public services, neighborhood revitalization projects and economic development programs for Flowing Wells residents. Activities must include but are not limited to, Subrecipient to develop partnerships. 300 individuals will participate in neighborhood redevelopment and economic development activities..

***Public Benefit:**

Public benefit - CDBG National Objective and Eligible Activity Subrecipient will meet the HUD CDBG National Objective to provide increased social, health and economic benefits that qualify as area benefits to low- to - moderate income individuals in the Flowing Wells area.

***Metrics Available to Measure Performance:**

Agency will submit quarterly reports to County to submit to HUD. The reports must include, but are not limited to, total people served, total number of community meetings conducted, educational and marketing materials distributed; and NRSA Plan. 300 Individuals will participate in neighborhood revitalization and economic development activities. Five (5) presentations at community meetings will be provided and increase participation in the development of the new Flowing Wells NRSA Plan.

***Retroactive:**

Yes. As of 07/01/2019, Finalizing documentation and re-confirmation of metrics were in part issues that caused contract processing delays.

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TO: COB - 9-11-19

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Addendum

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) 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 22-73.***Amendment / Revised Award Information**Document Type: CT Department Code: CD Contract Number (i.e., 15-123): 19-191Amendment No.: 01 AMS Version No.: 05Effective Date: 07/01/2019 New Termination Date: 06/30/2020

Prior Contract No. (Synergen/CMS): _____

☒ Expense or ☐ Revenue ☐ Increase ☒ Decrease Amount This Amendment: \$ 0.00Is there revenue included? ☐ Yes ☒ No If Yes \$ _____***Funding Source(s) required:** U.S. Department of Housing and Urban Development (HUD)Funding from General Fund? ☒ Yes ☐ No If Yes \$ _____ % _____**Grant/Amendment Information** (for grants acceptance and awards) ☐ Award ☐ Amendment

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

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

☐ Match Amount: \$ _____ ☐ Revenue Amount: \$ _____***All Funding Source(s) required:*****Match funding from General Fund?** ☐ Yes ☐ No If Yes \$ _____ % _____***Match funding from other sources?** ☐ Yes ☐ No If Yes \$ _____ % _____***Funding Source:** _____***If Federal funds are received, is funding coming directly from the Federal government or passed through other organization(s)?** _____Contact: Daniel Tylutki (DT) , or Joel Gastelum (JG)Department: Community Development & Neighborhood Conservation (CDN) Telephone: DT 724 6754, JG 724-5676Department Director Signature/Date: Daniel Tylutki 9.10.19Deputy County Administrator Signature/Date: [Signature] 9/11/2019County Administrator Signature/Date: [Signature] 9/11/19
(Required for Board Agenda/Addendum Items)

Pima County Community Development and Neighborhood Conservation Department

Program: Flowing Wells Neighborhood Association & Community Coalition;
Operating Funds and Technical Assistance
HUD CDBG Non-Profit Capacity Building Activity

Contractor: Flowing Wells Neighborhood Association and Community Coalition
PO Box 5141
Tucson, Arizona 85705

Contract No.: CT-CD-19-191

Contract Amendment No.: One (1)

Original Contract Term:	7/1/18-6/30/19	Orig. Contract Amount:	\$35,000.00
Termination Date Prior Amendment:	N/A	Prior Amendments Amount:	-0-
Termination Date This Amendment:	6/30/2020	This Amendment Amount:	-0-
		Revised Total Amount:	\$35,000.00

DUNS No.: 827919387

Research or Development: ☐ Yes ☒ No

Federal Contract No.: B-17-UC-04-0502

Required Match: ☐ Yes ☒ No **Match Amount:**

Indirect Cost Rate: ☐ Federal ☐ NICR ☐ de minimis ☒ None

Status of Contractor: ☒ Subrecipient ☐ Contractor

CFDA	Program Description	Nation Funding	Pima County Award
14.218	Community Development Block Grant (CDBG)	FY 2017 \$3,060,000,000.00	FY 2017 \$2,589,081.00

AMENDMENT NO. ONE (1)**1.0 BACKGROUND AND PURPOSE.**

1.1 On June 6, 2017, Pima County ("County") and Flowing Wells Neighborhood Association & Community Coalition, ("Subrecipient"), entered into the above referenced contract to implement the 2020-2025 Neighborhood Revitalization Strategy Area Plan ("NRSA") to further the economic development, neighborhood revitalization, and the availability of public services for residents in and around Flowing Wells.

1.2 Purpose. The Pima County Board of Supervisors approved an allocation of County's FY 2017-2018 CDBG funds to Subrecipient in the amount of \$35,000.00 for the development of the NRSA which is to be submitted and approved by the U.S. Department of Housing and Urban Development ("HUD").

1.2.1 Subrecipient is required, under the Agreement, to obtain professional services for the development of the NRSA through a competitive bidding process. This process has taken significantly longer than originally anticipated.

1.2.2 It is necessary to extend the term by one additional year to allow for completion of all program activities.

2.0 TERM AND EXTENSIONS, SECTION 1.0. Pursuant to **paragraph 1.2**, County exercises the one (1) available extension option. This Contract will terminate on **June 30, 2020**. In the event that the Program Activities, as described in Exhibit A of the Agreement, are not completed by such date due to unforeseen circumstances, the parties will confer and determine whether the delays were unavoidable and whether or not to extend the Agreement further to ensure completion.

3.0 COMPENSATION AND PAYMENT, SECTION 4.0. **Paragraph 4.18.1** is deleted in its entirety and replaced with the following:

Pursuant to 2 CFR §2400.101, unless excepted under 24 CFR chapters I through IX, the cost principles set forth in 2 CFR part 200, Subpart E, as may be modified by amendments and additions, will be used to determine whether an incurred cost will be reimbursed under this Agreement.

4.0 INSURANCE, SECTION 6.0. **Paragraph 6.3** Additional Insurance Requirements, is amended to add paragraph 6.3.6 to read:

6.3.6 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.

5.0 COMPLIANCE WITH LAWS, SECTION 8.0, paragraph **8.5.3** is amended to read:

Lobbying to influence the outcome of any election or the award of any federal contract, grant, loan or cooperative agreement (*see* Federal Standard Form LLL, "Disclosure of Lobbying Activities");

6.0 NON-DISCRIMINATION, SECTION 12.0, is amended to add **paragraph 12.3** to read:

12.3 Unless exempt under federal law, Awardee will comply with:

12.3.1 Titles VI and VII of the Civil Rights Act of 1964 as amended;

12.3.2 The Age Discrimination in Employment Act;

12.3.3 Section 504 of the Rehabilitation Act of 1973, as amended; and

12.3.4 The requirements of the Fair Labor Standards Act of 1938, as amended.

7.0 NOTICE, SECTION 18.0, **paragraph 18.2** is amended to change County's contact:

FROM: Margaret Kish, Director

TO: Daniel Tylutki, Interim Director

8.0 ISREAL BOYCOTT CERTIFICATION, SECTION 26.0, is deleted and replaced with the following:

NO JOINT VENTURE

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

9.0 NO THIRD PARTY BENEFICIARIES, SECTION 34.0 is added to read:

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

The effective date of this amendment is July 1, 2019.

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:

 8.20.19

Interim Director, Community Development
& Neighborhood Conservation

APPROVED AS TO FORM:

_____
Karen S. Friar, Deputy County Attorney

SUBRECIPIENT

_____
Signature

Kevin C. Daily

Printed name and title

Date: 7/19/2019