



BOARD OF SUPERVISORS AGENDA ITEM REPORT AWARDS / CONTRACTS / GRANTS

☐ Award ☒ Contract ☐ Grant

Requested Board Meeting Date: 04/15/2025

* = Mandatory, information must be provided

or Procurement Director Award: ☐

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

Friends of the Arivaca Schoolhouse & Historic Townsite Inc

***Project Title/Description:**

Arivaca Schoolhouse Facility Improvements

***Purpose:**

The Project will enable Subrecipient to make the facility available as a community meeting space for agency programming and community use in the Arivaca Community Development target area. This amendment will extend the term to provide the subrecipient with additional time to complete the project activity due to delays in the procurement process.

Attachment Contract Number PO-CT_23-152, Amendment 2

***Procurement Method:**

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

***Program Goals/Predicted Outcomes:**

The Project will fund demolition, flooring improvements, and interior stucco/painting that will enable Subrecipient to increase capacity and provide additional resources and programming to the community.

***Public Benefit:**

Upon completion, the Project will fund demolition, flooring/interior improvements, and interior stucco/painting that will enable Subrecipient to increase capacity and provide additional resources and programming to the community.

***Metrics Available to Measure Performance:**

One facility will be improved in Arivaca Community Development Target area serving 698 individuals.

***Retroactive:**

Yes to April 1, 2025. Due to the project location in Arivaca, the subrecipient had difficulty attaining bids which resulted in procurement delays and contractor scheduling conflicts. If amendment is not approved the facility improvements will not be completed for area residents.

TO: COB, 4-1-2025 (1)
Vers: 01
pgs: 8

MAR31'25 PM0831 PD

GMI approves
KBNH for RK Kelly
3/28/25

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: PO Department Code: CWD Contract Number (i.e., 15-123): CT 23-152
 Amendment No.: 02 AMS Version No.: 01
 Commencement Date: 04/01/2025 New Termination Date: 03/31/2026
 Prior Contract No. (Synergen/CMS): _____

☐ Expense ☐ Revenue ☐ Increase ☐ Decrease

Amount This Amendment: \$ 0.00

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: [Signature]

Date: 3/25/2025

Deputy County Administrator Signature: [Signature]

Date: 3/28/2025

County Administrator Signature: _____

Date: 3/28/2025

Pima County Department of Community and Workforce Development**Project:** Arivaca Schoolhouse Facility Improvements**Subrecipient name and address:** Friends of the Arivaca Schoolhouse & Historic Townsite Inc
17180 West 4th Street
Arivaca, Arizona 85601**Amount:** \$80,000.00**Contract No.:** PO-CT_23-152, formerly CT-CR-23-152**Amendment No.:** 02

Subrecipient Unique Entity Identifier (UEI):	P4JJJHXBABG3	SAM expiration date (if applicable):	01/14/2026
Federal Award Identification Number (FAIN)	B-19-UC-04-0502	Federal award date	10/23/2019
Subaward term/ period of performance start and end date	04/01/2023-03/31/2026	Subaward budget period start and end date	04/01/2023-03/31/2026
Amount of federal funds obligated by this action by the pass-through entity to the subrecipient (amount of this agreement or amendment)			\$ 0.00
Total amount of federal funds obligated to the subrecipient by the pass-through entity including the current financial obligation (amount of this agreement, plus any amendments, including this amendment)			\$80,000.00
Total amount of the federal award committed to the subrecipient by the pass-through entity (original amount of this agreement, plus any amendments, plus any match, plus any future budget periods, if applicable)			\$80,000.00
Federal award project description (descriptive project title)		The program objective is to develop viable urban communities by providing decent housing, a suitable living environment, and expanding economic opportunities, principally for persons of low and moderate income: The project will enable Subrecipient to increase capacity and provide additional resources and programming to the community.	
Funding agency		US Department of Housing and Urban Development	
Pass-through entity (primary recipient)		Pima County	
Pass-through entity (secondary recipient, if applicable)		N/A	
Assistance listing number and title (applies to 100% of this sub-award, including all disbursements)		14.218 Community Development Block Grant/Entitlement Grants (CDBG)	
Is this subaward for research and development?			Yes No <input checked="" type="checkbox"/>
Subrecipient indirect cost rate and methodology	Negotiated Indirect Cost Rate Agreement	<input type="checkbox"/> De minimis rate	<input checked="" type="checkbox"/> No Indirect
Required match	YES <input checked="" type="checkbox"/> NO	Match amount	\$0.00

SUBAWARD AMENDMENT

1. BACKGROUND AND PURPOSE.

1.1. Background. On April 01, 2023, County and Subrecipient (collectively "Parties") entered into the above referenced agreement to fund facility improvements that increase capacity and provide additional resources and programming to the community.

1.2. Purpose. The County requires an amendment to extend the term to provide the subrecipient with additional time to complete the project activity due to delays in the procurement process.

2. **TERM**. The County is exercising the second extension option to renew the contract for one additional year commencing on 04/01/2025 and terminating on 03/31/2026. If the commencement date is before the Effective Date of this amendment, the parties will, for all purposes, deem the amendment to have been in effect as of the commencement date.

3. **CONSTRUCTION TERMS AND CONDITIONS** "Federally Funded Construction Terms and Conditions" (5 pages) is added at Exhibit B to the Agreement

All other provisions of the Agreement not expressly modified in this Amendment will remain in effect and be binding on the parties.

This agreement may be executed in counterparts, each of which, when taken together, will constitute one original agreement.

PIMA COUNTY

Chair, Board of Supervisors

DATE: _____

ATTEST:

Clerk of the Board

APPROVED AS TO FORM

Kyle Johnson
Deputy County Attorney

Kyle Johnson
Print DCA Name

2/28/2025
Date

SUBRECIPIENT

Mary N Kasulaitis
Authorized Officer Signature

Mary N Kasulaitis, President
Printed Name and Title FASTT

DATE: 3/17/25

APPROVED AS TO CONTENT

[Signature]
Department Head

3/28/2025
Date

Exhibit B (5 Pages)
Federally-Funded Construction Terms and Conditions

4. **CONSTRUCTION CONTRACTS.** Subrecipient will include the following federally-mandated provisions in all contracts:

4.1. **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT.**

- 4.1.1. Overtime requirements. No Contractor or subcontractor employing laborers or mechanics (see Federal Acquisition Regulation 22.300) shall require or permit them to work over 40 hours in any workweek unless they are paid at least 1 and 1/2 times the basic rate of pay for each hour worked over 40 hours.
- 4.1.2. Violation; liability for unpaid wages; liquidated damages. The responsible Contractor and subcontractor are liable for unpaid wages if they violate the terms in paragraph (a) of this clause. In addition, the Contractor and subcontractor are liable for liquidated damages payable to the Government. The Contracting Officer will assess liquidated damages at the rate specified at 29 CFR § 5.5(b)(2) per affected employee for each calendar day on which the employer required or permitted the employee to work in excess of the standard workweek of 40 hours without paying overtime wages required by the Contract Work Hours and Safety Standards statute (found at 40 U.S.C. Chapter 37). In accordance with the Federal Civil Penalties Inflation Adjustment Act of 1990 (28 U.S.C. § 2461 Note), the Department of Labor adjusts this civil monetary penalty for inflation no later than January 15 each year.
- 4.1.3. Withholding for unpaid wages and liquidated damages. The Contracting Officer will withhold from payments due under the contract sufficient funds required to satisfy any Contractor or subcontractor liabilities for unpaid wages and liquidated damages. If amounts withheld under the contract are insufficient to satisfy Contractor or subcontractor liabilities, the Contracting Officer will withhold payments from other Federal or Federally assisted contracts held by the same Contractor that are subject to the Contract Work Hours and Safety Standards statute.

4.2. Payrolls and basic records.

- 4.2.1. The Contractor and its subcontractors shall maintain payrolls and basic payroll records for all laborers and mechanics working on the contract during the contract and shall make them available to the Government until 3 years after contract completion. The records shall contain the name and address of each employee, social security number, labor classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. The records need not duplicate those required for construction work by Department of Labor regulations at 29 CFR § 5.5(a)(3) implementing the Construction Wage Rate Requirements statute.
- 4.2.2. The Contractor and its subcontractors shall allow authorized representatives of the Contracting Officer or the Department of Labor to

inspect, copy, or transcribe records maintained under paragraph 1.4.1 of this clause. The Contractor or subcontractor also shall allow authorized representatives of the Contracting Officer or Department of Labor to interview employees in the workplace during working hours.

- 4.3. Subcontracts. The Contractor shall insert the provisions set forth in paragraphs 1.1 through 1.4 of this clause in subcontracts that may require or involve the employment of laborers and mechanics and require subcontractors to include these provisions in any such lower tier subcontracts. The Contractor shall be responsible for compliance by any subcontractor or lower-tier subcontractor with the provisions set forth in paragraphs 1.1 through 1.4 of this clause.
5. **COPELAND "ANTI-KICKBACK" ACT.** Contractors and subcontractors performing work are prohibited from in any way inducing an employee to give up any part of the compensation to which he or she is entitled. The Copeland Act and implementing regulations also require contractors and subcontractors performing on covered contracts to pay their employees on a weekly basis and in cash or a negotiable instrument payable on demand and to submit weekly payroll reports of the wages paid to their laborers and mechanics during the preceding payroll period.
6. **DAVIS-BACON ACT.**
 - 9.1. Subrecipient will ensure that construction carried out under this agreement shall be done in compliance with the Davis-Bacon Act (40 U.S.C. §§ 3141- 3144 and 3146-3148) and the requirements of 29 C.F.R. Part 5 as may be applicable. All contractors shall comply with 40 U.S.C. §§ 3141-3144 and 3146-3148 and the requirements of 29 C.F.R. Part 5 as applicable.
 - 9.2. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor and published at SAM.gov. Prevailing wages must be posted at all job sites.
 - 9.3. Subrecipient will ensure that the following clauses are inserted into any contract in excess of \$2,000 which is entered into for actual construction, alteration, and/or repair, including painting and decorating, under this Agreement:
All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 C.F.R. Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly

period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

- 9.4. Subrecipient will maintain and submit payroll certifications to the U.S. Department of Labor as required by the Davis-Bacon Act and 29 C.F.R. Subtitle A § 5.5(a)(3).

10. **EQUAL EMPLOYMENT OPPORTUNITY.** During the performance of this contract, the contractor agrees as follows:

- 10.1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- 10.2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- 10.3. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

- 10.4. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- 10.5. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- 10.6. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- 10.7. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- 10.8. The contractor will include the portion of the sentence immediately preceding paragraph 4.1 and the provisions of paragraphs 4.1 through 4.8 in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States. The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract. The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the

administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

11. **SECTION 3.** Subrecipient must comply with the requirements of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. § 1701u. When new employment opportunities are created by HUD assistance, priority consideration is given to the greatest extent possible, to low- and very low-income persons, residing in the community in which the funds are spent and to businesses that provide economic opportunities for these persons.