



BOARD OF SUPERVISORS AGENDA ITEM REPORT AWARDS / CONTRACTS / GRANTS

☐ Award ☒ Contract ☐ Grant

Requested Board Meeting Date: July 25, 2023

* = Mandatory, information must be provided

or Procurement Director Award: ☐

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

Interfaith Community Services

***Project Title/Description:**

Facility Improvement Project

***Purpose:**

The Project will enable Subrecipient to increase capacity and provide additional resources, programming and financial and food assistance to the community. Subrecipient is unable to complete the project as scheduled and more time is required to complete the project.

Attachment Contract Number CT-CR-23-146 Amendment 1

***Procurement Method:**

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

***Program Goals/Predicted Outcomes:**

Goal: Create suitable, safe and healthy living environments by improving public access to community facilities.

Predicted Outcome: Persons assisted will have increased availability and accessibility to programs and resources to promote stabilization from crisis and will build economic self-sufficiency.

***Public Benefit:**

Upon completion, The Project will meet the HUD CDBG National Objective to serve low- to moderate-income persons and provide programs, resources, and financial and food assistance through the completed public facility improvements.

***Metrics Available to Measure Performance:**

45,000 individuals will receive program services in the improved facility.

***Retroactive:**

Yes, to July 1, 2023. The agreement was sent to agency for signature on May 24, 2023 and CWD staff received the signed agreement June 14, 2023. The next available BOS meeting date is July 25, 2023.

TO: COB 7-12-2023 (1)
vers: 3
pgs: 6

GMI Approves
AF 7/3/23

JUL10'23AM1044PO

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): 23-146
 Amendment No.: 01 AMS Version No.: 02 03 R
 Commencement Date: 07/01/2023 New Termination Date: 06/30/2024
 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: 6.21.23

Deputy County Administrator Signature: [Signature] Date: 7-7-2023

County Administrator Signature: [Signature] Date: 7-7-2023

Pima County Department of Community and Workforce Development**Project:** Facility Improvement Project**Subrecipient name and address:** Interfaith Community Services
2820 West Ina Road
Tucson, Arizona 85741**Amount:** \$55,000.00**Contract No.:** CT-CR-23-146**Amendment No.:** 01

Subrecipient Unique Entity Identifier (UEI):	YMS7XRJMV4E7	SAM expiration date (if applicable):	01/27/2024
Federal Award Identification Number (FAIN)	B-20-UW-04-0502	Federal award date	07/06/2021
Subaward term/ period of performance start and end date	07/01/2022 – 06/30/2024	Subaward budget period start and end date	07/01/2022 – 06/30/2024
Amount of federal funds obligated by this action by the pass-through entity to the subrecipient (amount of this agreement or amendment)			\$0
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)			\$55,000.00
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)			\$55,000.00
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 facility improvements will increase capacity and provide additional resources, programming, financial and food assistance 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 <input type="checkbox"/> No <input checked="" type="checkbox"/>
Subrecipient indirect cost rate and methodology	<input type="checkbox"/> Negotiated Indirect Cost Rate Agreement	<input type="checkbox"/> De minimis rate	<input checked="" type="checkbox"/> No Indirect
Required match	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	Match amount	\$0.00

SUBAWARD SUBRECIPIENT AMENDMENT

1. BACKGROUND AND PURPOSE.

- 1.1. Background. On July 6, 2021, County and Subrecipient entered into the above referenced agreement to provide original project services.
- 1.2. Purpose. County requires additional time for subrecipient to complete the facility improvement project.

2. TERM. The County is exercising the extension option to renew the contract for one additional year commencing on July 1, 2023 and terminating on June 30, 2024. 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. 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 Requirements

- 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. LAWS AND REGULATIONS, SECTION 9.5 is amended, adding as follows:

- 4.1.1. Equal Employment for Federally Assisted Construction Contracts (E.O. 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 C.F.R. part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.") For the purposes of this subsection 'contractor' refers to Subrecipient.
 - 4.1.1.1. During the performance of this contract, the contractor agrees as follows:
 - a. 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.

- 4.1.1.2. 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.
- 4.1.1.3. 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.
- 4.1.1.4. 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.
- 4.1.1.5. 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.
- 4.1.1.6. 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.

4.1.1.7. The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (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:

4.1.1.7.1. 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.

4.1.1.7.2. 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.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

This agreement may be executed in counterparts, each of which, when taken together, will constitute one original agreement. All other provisions of the Contract not expressly modified in this Amendment will remain in effect and be binding on the parties.

IN WITNESS WHEREOF, the parties do hereby affix their signatures and do hereby agree to carry out the terms of this Amendment and of the original Contract cited herein:

PIMA COUNTY

Chair, Board of Supervisors

DATE: _____

SUBRECIPIENT

Thomas J McKinney

Authorized Signature

Tom McKinney, CEO
Printed Name and Title

DATE: 6/14/23

APPROVED AS TO FORM:

[Signature]

Kyle Johnson, Deputy County Attorney

05/23/2023

Date

APPROVED AS TO CONTENT

DP2

Department Representative

6-21-23

Date