



BOARD OF SUPERVISORS AGENDA ITEM REPORT  
AWARDS / CONTRACTS / GRANTS

Award  Contract  Grant

Requested Board Meeting Date: 06/20/2023

\* = Mandatory, information must be provided

or Procurement Director Award:

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

Green Valley Assistance Services, Inc. dba Valley Assistance Services

**\*Project Title/Description:**

Green Valley Assistance Services, Inc. dba Valley Assistance Services Facility Improvement Project

This contract can be found in OnBase by searching Contracts CT-CR-22-245 in DOC\_ID\_AMS Amendment 1 in DOC\_ID\_AMS

**\*Purpose:**

The project will provide energy-efficient facility improvements and site upgrades at Subrecipient's facility that provides programming and services to low-moderate income individuals in Green Valley, Sahuarita and unincorporated Pima County. Subrecipient was unable to complete all work as scheduled and more time is required.

Attachment Contract Number CT-CR-22-245 Amendment 1

**\*Procurement Method:**

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

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

Goal: The project will provide energy-efficient facility improvements and site upgrades at Subrecipient's facility that provides programming and services to low-moderate income individuals in Green Valley, Sahuarita and unincorporated Pima County.

Predicted outcome: Individuals participating in programming will have new and improved accessibility to services.

**\*Public Benefit:**

Upon completion, the Project will meet the HUD CDBG National Objective to provide facility improvements to improve the provision of services to low-moderate income individuals in Green Valley, Sahuarita and unincorporated Pima County.

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

3,000 individuals will receive program services in the improved facility.

**\*Retroactive:**

Yes, to June 1, 2023. Received signed agreement back from agency on May 19, 2023. Upon receipt, the next available BOS meeting is June 20, 2023. If the agreement is not approved, the project at the facility will not be completed and residents within the area will not benefit from needed facility improvements.

TO: COB 6-7-23(1)

Ver: 4

Pgs: 5

GMI approves  
6/2/23  
PK

JUN05'23PM0201 PD

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? [X] Yes [X] No If Yes \$ \_\_\_\_\_ % \_\_\_\_\_

Contract is fully or partially funded with Federal Funds? [X] Yes [X] No

If Yes, is the Contract to a vendor or subrecipient? \_\_\_\_\_

Were insurance or indemnity clauses modified? [X] Yes [X] No
If Yes, attach Risk's approval.

Vendor is using a Social Security Number? [X] Yes [X] 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): 22-245
Amendment No.: 01 AMS Version No.: 0204 BC
Commencement Date: 06/01/2023 New Termination Date: 05/31/2024
Prior Contract No. (Synergen/CMS): \_\_\_\_\_

[X] Expense [X] Revenue [X] Increase [X] Decrease

Amount This Amendment: \$ \_\_\_\_\_

Is there revenue included? [X] Yes [X] 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? [X] Yes [X] No If Yes \$ \_\_\_\_\_ % \_\_\_\_\_

Grant/Amendment Information (for grants acceptance and awards) [X] Award [X] 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? [X] Yes [X] No If Yes \$ \_\_\_\_\_ % \_\_\_\_\_

\*Match funding from other sources? [X] Yes [X] 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: 3.19.23

Deputy County Administrator Signature: [Signature]

Date: 2 June 2023

County Administrator Signature: [Signature]

Date: 6/2/23

|  |   |
|--|---|
| <b>Pima County Department of Community and Workforce Development</b> |   |
| <b>Project:</b>  | Facility Improvement Project<br>HUD CDBG Public Facilities Activity (LMC)   |
| <b>Contractor:</b>   | Green Valley Assistance Services dba Valley Assistance Services<br>3950 South Camino Heroe<br>Green Valley, Arizona 85614 |
| <b>Contract No.:</b>   | CT-CR-22-245  |
| <b>Contract Amendment No.:</b>                                       | 01  |

|  |                     |                                 |             |
|--|---------------------|---------------------------------|-------------|
| <b>Original Contract Term:</b>           | 06/01/22 - 05/31/23 | <b>Orig. Contract Amount:</b>   | \$45,000.00 |
| <b>Termination Date Prior Amendment:</b> | N/A                 | <b>Prior Amendments Amount:</b> | -0-         |
| <b>Termination Date This Amendment:</b>  | 05/31/2024          | <b>This Amendment Amount:</b>   | -0-         |
|  |                     | <b>Total Amount:</b>            | \$45,000.00 |

|   |   |
|---|---|
| <b>Unique Entity Identifier:</b> FVLKDC2GM9D5 | <b>SAM Registration Date:</b> 01/13/2024  |
| <b>Federal Contract No.:</b> B-21-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) | FY21 \$3,436,670,527.00 | FY21 \$3,000,218.00 |

### CONTRACT AMENDMENT

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

#### 1.0 BACKGROUND AND PURPOSE.

- 1.1. **Background.** On June 21, 2021, Pima County ("County") and Green Valley Assistance Services dba Valley Assistance Services, (Subrecipient") entered into the above-referenced agreement to provide energy-efficient facility improvements and site upgrades at Subrecipient's facility that provides programming and services to low-moderate income individuals in Green Valley, Sahuarita and unincorporated Pima County.
- 1.2. **Purpose.** The Pima County Board of Supervisors approved an allocation of County's FY 2019-2020 CDBG funds to Subrecipient in the amount of \$45,000.00 for Green Valley Assistance Services dba Valley Assistance Services, ("Subrecipient") for the Green Valley Assistance Services, Inc. dba Valley Assistance Services, Facility Improvement Project.
  - 1.2.1. Subrecipient is required to complete facility improvement project to serve the Green Valley Target area. Due to the impact of the pandemic and increase in material costs, subrecipient is 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 impact of the pandemic, County

exercises the first of four available Extension Options. This Agreement will terminate on **May 31, 2024**. This Amendment commences on June 1, 2023 and terminates on May 31, 2024. If the commencement date of this Amendment is before the signature date of the last party to execute this Contract, the parties will, for all purposes, deem the Amendment to have been in effect as of the commencement date.

**3.0 COMPENSATION AND PAYMENT, SECTION 5** is amended as follows:

3.1. Subrecipient must submit a request for reimbursement every month, even if no funds are being requested for the prior month. Requests for reimbursement are due as follows:

| <b>Contract Month</b>                         | <b>Due date for Request for Reimbursement</b> |
|---|---|
| January through April & July through December | 15 calendar days from end of month            |
| May   | June 15                                       |
| June  | July 7  |

3.2 Subrecipient must submit each monthly request for reimbursement to County as outlined in **Exhibit A** (2 pages) of the original agreement and must reference this Agreement number. Each request may only be for participants determined eligible by County and properly enrolled in the program or for other authorized expenses that are not paid or reimbursed by another federal, state or local grant revenue source.

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

**4.1. Insurance Coverages and Limits**

4.1.1. 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.

**4.2. Additional Coverage Requirements**

4.2.1. 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.

**5.0 LAWS AND REGULATIONS, SECTION 9.5** is amended, adding as follows

5.1.1. 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 the Subrecipient.

5.1.1.1. 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.

- 5.1.1.2. 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.
- 5.1.1.3. 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.
- 5.1.1.4. 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.
- 5.1.1.5. 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.
- 5.1.1.6. 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.
- 5.1.1.7. 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:
  - 5.1.1.7.1. 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.

5.1.1.7.2. 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;

**6.0 FORCED LABOR OF ETHNIC UYGHURS.** Pursuant to A.R.S. § 35-394, if Subrecipient engages in for-profit activity and has 10 or more employees, Subrecipient certifies it is not currently using, and agrees for the duration of this Subaward 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 subrecipients, 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 Subrecipient becomes aware during the term of the Subaward that the Company is not in compliance with A.R.S. § 35-394, Subrecipient 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**

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 June 1, 2023.

**PIMA COUNTY**

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

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

ATTEST:

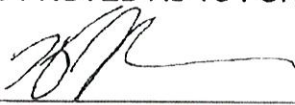
\_\_\_\_\_  
Clerk of the Board

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

APPROVED AS TO CONTENT:

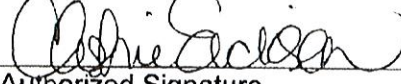
  
\_\_\_\_\_  
Director or designee  
Department of Community & Workforce  
Development

APPROVED AS TO FORM:

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

5/18/2023  
\_\_\_\_\_  
Date

**SUBRECIPIENT**

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

Christie Erickson, RN, Executive  
\_\_\_\_\_  
Printed Name and Title  
Director

DATE: 05/19/2023  
\_\_\_\_\_