



BOARD OF SUPERVISORS AGENDA ITEM REPORT
CONTRACTS / AWARDS / GRANTS

☐ Award ☒ Contract ☐ Grant

Requested Board Meeting Date: 10/01/2019

* = Mandatory, information must be provided

or Procurement Director Award ☐

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

Arivaca Coordinating Council/Arivaca Human Resource Group, Inc.

***Project Title/Description:**

Arivaca Coordinating Council; *Arivaca Human Resource Building Update*

This contract can be found in OnBase by searching Contracts 19*351 (Amendment 1) in Doc_ID_AMS.

***Purpose:**

The Agency will make improvements to Grantor's facility for the storage, preparation and distribution of food to low- and moderate-income households in and around the Arivaca area of Pima County.

Attachment Contract number CT-CD-19-351 (Amendment 01)

***Procurement Method:**

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

***Program Goals/Predicted Outcomes:**

Goal: The facility improvements will expand opportunities to provide nutritious meals for low- and moderate-income residents in and around the Arivaca area of Pima County.

Predicted outcome: Increased availability and accessibility to food for residents of the Arivaca community development target area.

***Public Benefit:**

Upon completion, the Project will meet the HUD CDBG National Objective to provide facility improvements that benefit low- to moderate-income individuals in the Arivaca area of Pima County.

***Metrics Available to Measure Performance:**

At a minimum, Grantor will provide food or prepared meals or both to at least **215 individuals** per year at the Facility.

***Retroactive:**

No

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(1) 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? 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): CT 19-351

Amendment No.: 1 AMS Version No.: 03 HL

Effective Date: 10/01/2019 New Termination Date: 12/31/2020

Prior Contract No. (Synergen/CMS): _____

☒ Expense or ☐ Revenue ☒ Increase ☐ Decrease Amount This Amendment: \$ 11,000.00Is 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): _____

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: Joel Gastelum, Program Manager, 724-6750

Department: Community Development & Neighborhood Conservation Telephone: 724-2460

Department Director Signature/Date: Daniel Gantz 9/16/19

Deputy County Administrator Signature/Date: [Signature] 9/18/2019

County Administrator Signature/Date: C. R. [Signature] 9/18/19
(Required for Board Agenda/Addendum Items)

Pima County Community Development and Neighborhood Conservation Department

Project: Arivaca Coordinating Council; *Arivaca Human Resource Building Update*
HUD CDBG Public Facility

Contractor: Arivaca Coordinating Council/Arivaca Human Resource Group, Inc.
P.O. Box 93
Arivaca, Arizona 85601

Contract No.: CT-CD-19-351

Contract Amendment No.: One (1)

Original Contract Term:	01/01/19-12/31/19	Orig. Contract Amount:	\$21,100.00
Termination Date Prior Amendment:	N/A	Prior Amendments Amount:	-0-
Termination Date This Amendment:	12/31/2020	This Amendment Amount:	\$11,000.00
		Revised Total Amount:	\$32,100.00

DUNS No.: 943452672

Research or Development: ☐ Yes ☒ No

Federal Contract No.: B-18-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)	FY18 \$3,300,000,000	FY 2018 \$2,903,833.00

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

- 1.1 On May 1, 2018, Pima County ("County") and Arivaca Coordinating Council/Arivaca Human Resource Group, Inc., ("Subrecipient"), entered into the above-referenced Agreement to make certain improvements to Subrecipient's facility for the storage, preparation and distribution of food to low- and moderate-income households in and around the Arivaca area of Pima County. ("the Project").
- 1.2 Purpose. This Amendment extends the time and increases CDBG funding to Subrecipient for the following reasons:
 - 1.2.1 The cost of the facility improvements was less than the amount budgeted.
 - 1.2.2 Subrecipient has learned of additional health and safety issues that must be corrected to maintain operations at the Facility.
 - 1.2.3 County has CDBG funding that was not utilized as anticipated for other CDBG projects and programs.

- 2.0 TERM AND EXTENSIONS, SECTION 1.0.** Pursuant to **paragraph 1.2**, County exercises the extension option. This Contract will terminate on **December 31, 2020**.

In the event that the Project Activities, described in **Exhibit A** of this Amendment, 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.

- 3.1 Paragraph 4.1** is amended to increase the Maximum Allocated Amount:

FROM: \$21,100.00

TO: \$32,100.00

- 3.2 Paragraph 4.2**, the table is replaced with the following:

CDBG Grant Year	Maximum Allocated Amount	Amount Expended	Amount Available
FY 2018-2019	\$21,100.00	\$16,476.37	\$4,623.63
FY 2018-2019	\$11,000.00	-0-	\$11,000.00
TOTAL	\$32,100.00	\$16,476.37	\$15,623.63

- 3.3 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 NOTICE, SECTION 18.0** is amended to change County's contact:

FROM: Margaret Kish, Director

TO: Daniel Tylutki, Interim Director

- 5.0 ISRAEL BOYCOTT CERTIFICATION, SECTION 34.0** – is added to read:

Pursuant to A.R.S. § 35-393.01, if Contractor engages in for-profit activity and has 10 or more employees, and if this Contract has a value of \$100,000.00 or more, Contractor certifies it is not currently engaged in, and agrees for the duration of this Contract to not engage in, a boycott of goods or services from Israel. This certification does not apply to a boycott prohibited by 50 U.S.C. § 4842 or a regulation issued pursuant to 50 U.S.C. § 4842.

- 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 Project Activities, Section 3.**

- 6.1.1 Paragraph 3.4** is deleted and replaced with the following:

- 3.4** Complete the following facility improvements:

- 3.4.1** Procure and install the following affixed appliances, including the associated appliance attachments and accessories, at the Facility:

- 3.4.1.1** One (1) commercial grade stove;

- 3.4.1 Procure and install the following affixed appliances, including the associated appliance attachments and accessories, at the Facility:
 - 3.4.1.1 One (1) commercial grade stove;
 - 3.4.1.2 Two (2) commercial grade freezers;
 - 3.4.1.3 One (1) commercial grade refrigerator; and
 - 3.4.1.4 One (1) commercial grade microwave oven; and
 - 3.4.1.5 One (1) commercial grade food processor.
- 3.4.2 Procure and install one (1) 10'x 20' storage shed to accommodate additional dry goods and non-perishable meal supplies.
- 3.4.3 Replace a total of eight (8) windows (four (4) existing 3' x 4' windows and four (4) 3' x 3' windows) with energy-efficient windows of the same sizes.
- 3.4.4 Procure and install the following in the commercial kitchen:
 - 3.4.4.1 Commercial Grade cabinetry;
 - 3.4.4.2 Food Serving counters and stainless steel work tables; and
 - 3.4.4.3 Wall-mounted overselves.

- 6.1.2 **Paragraph 3.9** is amended to add **paragraph 3.9.3** to read:

Subrecipient will execute a Deed of Trust in the form set forth in Exhibit C of the original Agreement in the amount of \$11,000.00 to secure performance of all Project Activities. The executed Deed of Trust is incorporated into and made a part of this Agreement as if set forth in full herein.

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7.0 **BUDGET, SECTION 8.0** is deleted in its entirety and replaced with the following:

CDBG Funded Activity	Budget
Commercial Stove	\$4,729.54
Commercial Freezers	\$6,116.46
Commercial Refrigerators	\$3,000.00
Commercial Microwave Oven	\$1,200.00
Commercial Food Processor	\$600.00
Storage Shed	\$4,797.00
Window Replacement	\$2,604.00
Commercial Grade cabinetry	\$4,000.00
Food serving counters and worktables	\$4,500.00
Over shelves	\$553.00
Total	\$32,100.00

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:

Daniel Cynter
Interim Director, Community Development
& Neighborhood Conservation

APPROVED AS TO FORM:

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

SUBRECIPIENT

Rick Vogel
Signature

Rick Vogel Vice President
Printed name and title

Date: 9/13/2019