



Contract Number: CT-CD-15\*013-01  
Effective Date: 8-1-14  
Term Date: 7-31-15  
Cost: \$50,000.-  
Revenue: \_\_\_\_\_  
Total: \_\_\_\_\_ NTE: \_\_\_\_\_  
Action: \_\_\_\_\_  
Renewal By: \_\_\_\_\_  
Term: 5-1-15  
Reviewed by: DR 7-31-15

## **BOARD OF SUPERVISORS AGENDA ITEM SUMMARY**

18

Requested Board Meeting Date: November 04, 2014

### **ITEM SUMMARY, JUSTIFICATION &/or SPECIAL CONSIDERATIONS:**

Authorization of contract CT-CD 15000000000000000013 between The Good Shepherd United Church of Christ and Pima County Community Development and Neighborhood Conservation Department (CDNC) to approve the Contract Amendment award of \$50,000.00 for the purchase of a commercial walk-in cooler or Freezer for the Sahuarita Food Bank covered by the grant made available from HUD funds.

CONTRACT NUMBER (If applicable): 15000000000000000013

### **STAFF RECOMMENDATION(S):**

Staff recommends approval by the Board of Supervisors

CORPORATE HEADQUARTERS: Tucson, Arizona

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Vendor. - 1  
Pg 3

To: COB - 11-5-14,  
Agenda - 11-18-14,  
(2)

Procure Dept 10/09/14 PM 10:33

CLERK OF BOARD USE ONLY: BOS MTG. \_\_\_\_\_

ITEM NO. \_\_\_\_\_

PIMA COUNTY COST: 50,000.00 and/or REVENUE TO PIMA COUNTY: \$

FUNDING SOURCE(S): CDBG/Federal – HUD

(i.e. General Fund, State Grant Fund, Federal Fund, Stadium D. Fund, etc.)

**Advertised Public Hearing:**

		YES	X	NO
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**Board of Supervisors District:**

1		2	X	3	X	4	X	5		All	
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**IMPACT:**

**IF APPROVED:**

County shall authorize contract CT-CD 15000000000000000013 between The Good Shepherd United Church of Christ and Pima County Community Development and Neighborhood Conservation Department (CDNC) to approve the Contract Amendment award of \$50,000.00 for the purchase of a commercial walk-in cooler or Freezer for the Sahuarita Food Bank covered by the grant made available from HUD funds.

**IF DENIED:**

County shall not authorize contract CT-CD 15000000000000000013 between The Good Shepherd United Church of Christ and Pima County Community Development and Neighborhood Conservation Department (CDNC) to approve the Contract Amendment award of \$50,000.00 for the purchase of a commercial walk-in cooler or Freezer for the Sahuarita Food Bank covered by the grant made available from HUD funds.

DEPARTMENT NAME: Community Development and Neighborhood Conservation

CONTACT PERSON: Gloria Soto TELEPHONE NO.: 724-6751

PIMA COUNTY COMMUNITY DEVELOPMENT AND NEIGHBORHOOD CONSERVATION DEPARTMENT  
SUBGRANTEE AMENDMENT NUMBER 1

PROJECT NAME: Sahuarita Food Bank  
CONTRACTOR: The Good Shepherd United Church of Christ  
17750 S. La Canada Drive  
Green Valley, AZ. 85629  
Contract Number: CT15\*13  
FUNDING: CDBG  
DISTRICT NO.: 3

<b>CONTRACT</b>
NO. <u>CT-CD-1500000000000000000013</u>
AMENDMENT NO. <u>01</u>
<small>This number must appear on all invoices, correspondence and documents pertaining to this contract.</small>

ORG. CONTRACT TERM: 08/01/14 to 07/31/15  
TERMINATION DATE PRIOR AMENDS: N/A  
TERMINATION DATE THIS AMEND: 07/31/15

CONTRACT AMOUNT: \$30,000.00  
AMOUNT PRIOR AMENDMENTS: \$ -0-  
AMOUNT THIS AMENDMENT: \$50,000.00  
REVISED CONTRACT AMOUNT: \$80,000.00

**GRANT AMENDMENT**

WHEREAS, on August 5, 2014, the Board of Supervisors approved a Contract for \$30,000.00 in FY 2013-2014 CDBG funds to purchase a commercial walk-in cooler for the Sahuarita Food Bank;

WHEREAS, County applied for and received Community Development Block Grant ("CDBG") funds in the amount of \$2,498,848.00 from the U.S. Department of Housing and Urban Development ("HUD") under Title I of the Housing and Community Development Act of 1974; and

WHEREAS, under solicitation number CDNC-12-16-13-OA-ESG-CDBG County sought proposals from local agencies for Federal Fiscal Year 2014-2015 for programs that would qualify for CDBG funds; and

WHEREAS, SUBGRANTEE submitted a response to this County solicitation seeking funding for a commercial walk-in freezer for its food bank operations; and

WHEREAS, County has determined that the freezer would further SUBGRANTEE's food bank operations and increase services to the residents of Pima County; and

WHEREAS, the 2014-2015 Annual Action Plan County submitted to HUD to obtain CDBG funds, included SUBGRANTEE'S proposal; and

WHEREAS, the County and SUBGRANTEE agree to amend the Contract to combine the FY 2013-2014 and FY 2014-2015 CDBG allocations for the purchase of both the commercial walk-in cooler and freezer..

NOW, THEREFORE, the Parties agree as follows:

**I. ARTICLE II – SCOPE, is amended as follows:**

**A. Paragraph A – Purpose, the first paragraph, is deleted in its entirety and replaced with the following:**

This Grant Agreement established the rights and responsibilities of the Parties for the provision of CDBG funding to SUBGRANTEE for the purchase of an outdoor commercial walk-in refrigerator, an outdoor commercial walk-in freezer, or a combined cooler/freezer unit with the same capacity as two free-standing units (collectively "the refrigerator"). The cooler and freezer will be used in the operation of The Sahuarita Food Bank at 17750 S. La Cañada Drive, Sahuarita, Arizona 85629 (the "Facility").

**B. Subparagraph B(1)(a) is deleted in its entirety and replaced with the following:**

Purchase the following:

- i. One commercial-grade walk-in refrigerator/cooler of approximately 1,900 ft<sup>3</sup> capacity;
- ii. One commercial-grade walk-in freezer of approximately 1,200 ft<sup>3</sup> capacity; and
- iii. Or one commercial-grade combination walk-in refrigerator/cooler and freezer with a combined capacity of approximately 3,100 ft<sup>3</sup>.
- iv. Necessary accessories including, but not limited to:
  - (1) Shelving;
  - (2) Ramps;
  - (3) Security latches and locks;
  - (4) Temperature indicators and controls; and
  - (5) Lighting.

**C. Paragraph B(2), first clause, is deleted in its entirety and replaced with the following:**

SUBGRANTEE shall operate a food bank utilizing the equipment set forth in Article II, Subparagraph B(1)(a) for the benefit of low- and moderate-income families or individuals for a period of five (5) years following the purchase and installation and first use of the equipment or the recording of the Deed of Trust attached to the Grant Agreement, whichever is later. SUBGRANTEE shall retain title to this equipment for the same five (5) year period. This provision shall survive the termination of this Grant Agreement.

**D. Subparagraph B(2)(a) is amended to change the amount which SUBGRANTEE may be required to reimburse:**

FROM:       \$30,000.00  
TO:         \$80,000.00

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK**

II. **ARTICLE III – COMPENSATION AND PAYMENT, Paragraph A**, is deleted in its entirety and replaced with the following:

This is a cost reimbursement Grant Agreement. In consideration for the services specified in this Grant Agreement, COUNTY agrees to pay SUBGRANTEE in an amount not-to-exceed \$80,000.00 to purchase the equipment set forth in Article II, Subparagraph B(1)(a). **SUBGRANTEE shall be responsible for any amount in excess of \$80,000.00.**

All other provisions of this contract, not specifically changed by this amendment, shall remain in effect and be binding upon the parties.

This amendment shall be effective August 1, 2014.

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: \_\_\_\_\_

THE GOOD SHEPHERD UNITED  
CHURCH OF CHRIST

  
Beverly Travers, Moderator

DATE: 10/5/14

ATTEST:

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

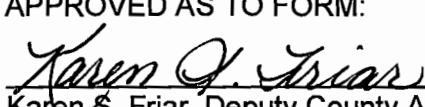
Date: \_\_\_\_\_

APPROVED AS TO CONTENT:

  
Director, Community Development and  
Neighborhood Conservation Department

Date: 09/23/2014

APPROVED AS TO FORM:

  
Karen S. Friar, Deputy County Attorney