



BOARD OF SUPERVISORS AGENDA ITEM REPORT AWARDS / CONTRACTS / GRANTS

☐ Award ☒ Contract ☐ Grant

Requested Board Meeting Date: 10/15/2024

* = Mandatory, information must be provided

or Procurement Director Award: ☐

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

Sahuarita Food Bank dba Marana Food Bank & Community Resource Center

***Project Title/Description:**

Emergency Food for Marana and Unincorporated Pima County

***Purpose:**

Agency's Program will provide emergency food distribution to low-income residents of the Town of Marana and unincorporated Pima County.

***Procurement Method:**

Direct Selection per Board of Supervisors Policy D29.6.III-C.

***Program Goals/Predicted Outcomes:**

Program Goal 1: Agency will provide 400 units of milk or eggs to 400 unduplicated households.

Program Outcome 1: At least 352 (88%) of the households served will report improved health, better nutrition as result of gallons of milk or cartons of eggs received.

Program Goal 2: Agency will provide 30,000 pounds of food to 400 unduplicated households.

Program Outcome 2: At least 352 (88%) of the households served will report improved health, increased family functioning as a result of the food received.

***Public Benefit:**

The Program will preserve the health of Pima County residents from the Town of Marana and unincorporated Pima County by providing essential food items to help maintain basic nutritional needs.

***Metrics Available to Measure Performance:**

Agency will submit quarterly reports which include the numbers of units served, numbers of delivered to unduplicated participants, and the number of unduplicated participants that have met the expected performance.

***Retroactive:**

Yes, to July 1, 2024. The Board awarded Outside Agency funding July 2, 2024. It was then determined that this contract would need to move from County Administration to Community & Workforce Development, and it was determined that a new contract should be developed with revisions to scope, deliverables, and budget to align the contract with Outside Agency practices. The contract will now be on the same funding cycle as the FY2024-25 Outside Agency awards that were approved at the July 2, 2024 Board meeting. The contract was signed by the Pima County Attorney's Office and agency on September 11, 2024. The negative impact of not approving this contract is food assistance services will not be provided to Marana and unincorporated Pima County residents.

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: PO Department Code: CWD Contract Number (i.e., 15-123): PO2400007429
Commencement Date: 07/01/24 Termination Date: 06/30/25 Prior Contract Number (Synergen/CMS): _____
☒ Expense Amount \$ 200,000 * ☐ Revenue Amount: \$ _____

***Funding Source(s) required: Pima County General Funds**

Funding from General Fund? ☒ Yes ☐ No If Yes \$ 200,000 % 100

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: _____ Department Code: _____ Contract Number (i.e., 15-123): _____
Amendment No.: _____ AMS Version No.: _____
Commencement Date: _____ New Termination Date: _____
Prior Contract No. (Synergen/CMS): _____

☐ Expense ☐ Revenue ☐ Increase ☐ Decrease

Amount This Amendment: \$ _____

Is there revenue included? ☐ Yes ☐ No If Yes \$ _____

***Funding Source(s) required: _____**

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)? _____

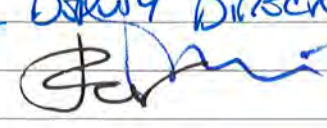
Contact: Melanie Puig

Department: Community & Workforce Development

Telephone: 724-3789

Department Director Signature: 

Date: 9/27/2024

Deputy County Administrator Signature: 

Date: 27 Sep 2024

County Administrator Signature: _____

Date: 9/27/2024

DATE: September 27, 2024

TO: Jan Leshner, County Administrator

FROM: Andy Flagg, Deputy Director, Community & Workforce Development 

Cc: Francisco García, Deputy County Administrator and Chief Medical Officer
Terri Spencer, Procurement Director

SUBJECT: Request for Direct Selection of Professional Services from Sahuarita Food Bank dba Marana Food Bank & Community Resource Center for Marana Food Bank & Community Resource Center – Collection, storage, and distribution of food in rural Pima County

Pursuant to Board of Supervisors Policy D29.6 III.C – Direct Selection and Procurement Procedure No. PO-50, this memorandum seeks approval to select Sahuarita Food Bank dba Marana Food Bank & Community Resource Center to provide services related to the Marana Food Bank & Community Resource Center – Collection, storage, and distribution of food in rural Pima County.

Background: On November 21, 2023, the Pima County Board of Supervisors approved Marana Food Bank & Community Resource Center to collect, store, and distribute food in Marana and rural Pima County. Pursuant to the Direct Select provisions of BOS Policy D29.6.III.C, CT-CA-24-0245 was awarded with a not-to-exceed amount of \$100,000 for a six-month period from January 1, 2024 to June 30, 2024. It was also noted that in the event the contract should be extended, two extensions would be included in the contract. The contract originally came under administration of County Administration.

Since then, Community & Workforce Development (CWD) has been asked to take over administration of the contract and to prepare scope modifications to align it more with Outside Agency programming (Board of Supervisors Policy 36.1). After consulting with the County Attorney's Office and Procurement, it was determined that the best course of action was to prepare a new contract with a new Direct Selection approval.

Requested Action: The Community & Workforce Development (CWD) department requests Sahuarita Food Bank dba Marana Food Bank & Community Resource Center to be selected for Marana Food Bank & Community Resource Center – Collection, storage, and distribution of food in rural Pima County with a not to exceed amount of \$200,000.00 for a contract term of one year

Jan Leshar, County Administrator

Re: Request for Direct Selection of Professional Services from Sahuarita Food Bank dba Marana Food Bank & Community Resource Center

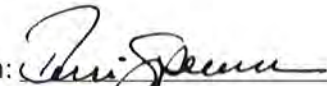
September 27, 2024

Page 2

plus one renewal for an additional year and anticipated additional \$200,000.00, pursuant to the Direct Select provisions of Board of Supervisors Policy D29.6, III.C.

MC/AF

Approved as to Form:



Terri Spencer
Procurement Director

Date: 9/27/2024

Concur:



Francisco García, MD, MPH

Date:

27 Sep 2024

Direct Select Approved:



Jan Leshar
County Administrator

Date:

9/27/2024

Pima County Department of Community & Workforce Development

Project: Emergency Food for Marana and Unincorporated Pima County

Agency: Sahuarita Food Bank dba Marana Food Bank & Community Resource Center
17750 S La Cañada Dr.
Sahuarita, AZ 85629

Amount: \$200,000

Contract No.: PO2400007429

Funding: General Funds - 10027CC CWD - General Services

FUNDING FROM PIMA COUNTY AGREEMENT

1. Parties, Background and Purpose.

1.1. Parties. This Agreement is between Pima County, a body politic and corporate of the State of Arizona ("County"), and Sahuarita Food Bank dba Marana Food Bank & Community Resource Center ("Agency"), a non-profit corporation registered to do business in the State of Arizona.

1.2. Authority. County is authorized by A.R.S. §§ 11-254.04, 11-251 (5), 11-251 (17), and 11-267 to appropriate and spend public monies for and in connection with activities that the County Board of Supervisors finds and determines will assist in the improvement or enhancement of the economic welfare or health of the inhabitants of Pima County and/or provide needed services to disabled persons and/or persons sixty years of age or older.

1.3. Background.

1.3.1. The Pima County Board of Supervisors ("the BOS") established the Pima County Outside Agency Program ("OA") in accordance with BOS Policy E36.1 to involve community organizations in the provision of economic, health and other services critical to the health and welfare of residents of Pima County.

1.3.2. Pursuant to BOS Policy E36.1(4), Community and Workforce Development ("CWD") accepted and reviewed a proposal submitted by Agency.

1.3.3. On November 21, 2023 the Pima County Board of Supervisors ("BOS") approved Marana Food Bank & Community Resource Center to collect, store, and distribute food in Marana and rural Pima County pursuant to the Direct Select provisions of BOS Policy D29.6.III-C. CT-CA-24-0245 was awarded with a not-to-exceed amount of \$100,000 for a six-month period from January 1, 2024 to June 30, 2024.

1.3.4. Staff review has determined that the service provided by Agency is one of exceptional urgency and is recommending Agency continue the program under the Community & Workforce Development Outside Agency Program ("OA") for FY2025.

1.3.5. Funding is reallocated to the OA Program from County Administration to the Community & Workforce Development Department.

1.4. Purpose.

1.4.1. Agency's Program will provide emergency food distribution to low-income residents of the Town of Marana and unincorporated Pima County.

2. **Term.**

2.1. Initial Term. The term of this Agreement commences on July 1, 2024 (Commencement Date) and will terminate on June 30, 2025 ("Initial Term"). "Term," when used in this Agreement, means the Initial Term plus any exercised extension options under Section 2.2. If the commencement date of the Initial Term is before the signature date of the last party to execute this Agreement, the parties will, for all purposes, deem the Agreement to have been in effect as of the commencement date.

2.2. Extension Option. County may renew this Agreement for one (1) additional year or any portion thereof (the "Extension Option"). The Extension Option will be effective only upon execution by the Parties of a formal written amendment.

3. **Scope of Services.**

3.1. Agency will:

- 3.1.1. Provide the County with the services described in the attached **Exhibit A**.
- 3.1.2. Provide services every month of the contract year, unless County provides written approval for a different delivery schedule.
- 3.1.3. Obtain and maintain all applicable licenses, permits and authority required for its performance under this Agreement.

3.2. Confidentiality.

- 3.2.1. Agency understands and acknowledges that any client and applicant files and information collected pursuant to the terms of this Agreement are private and the use or disclosure of such information, when not directly connected with the administration of Agency's or County's responsibilities with respect to the services provided under this Agreement, is prohibited, unless written consent is obtained from the individual or, in the case of a minor, from the responsible parent or guardian of the minor.
- 3.2.2. Agency will allow only persons properly authorized and with a need for the information to have access to these files.
- 3.2.3. Agency will observe and abide by all applicable State and Federal statutes and regulations regarding use or disclosure of private information including, but not limited to, information concerning applicants for and recipients of Program services.

3.3. Monitoring and Evaluation.

- 3.3.1. County will monitor all of Agency's management, fiscal and service provision activities relating to performance of duties and obligations under this Agreement to ensure that Agency is:

- 3.3.1.1. Making adequate and acceptable progress in the provision of services;
 - 3.3.1.2. Maintaining adequate and acceptable systems to document services and expenditures; and
 - 3.3.1.3. Using the funds provided pursuant to this Agreement effectively and efficiently to accomplish the purposes for which funds were made available.
 - 3.3.2. Agency will cooperate with County in the monitoring and evaluation process.
 - 3.3.3. Agency will provide County with access to all documentation required to evaluate Agency's performance and use of funds under this Agreement.
 - 3.3.4. If County finds that Agency's performance is inconsistent with the terms of this Agreement, Agency will be in default of this Agreement. If Agency fails to take appropriate actions to correct the default within thirty (30) calendar days from date of notice, this Agreement may be suspended, modified to reduce the NTE amount, or terminated.
- 3.4. County may:
 - 3.4.1. Provide technical assistance to Agency when needed; and
 - 3.4.2. In its sole discretion, direct Agency to focus services to specific populations, areas or projects that County determines is the most appropriate and advantageous to the residents of Pima County.
- 4. **Key Personnel.** Agency will employ suitably trained and skilled professional personnel to perform all activities under this Agreement. Unless otherwise provided for herein, the personnel delivering services pursuant to this Agreement will: (1) be employees or volunteers of Agency; (2) satisfy any qualifications in this Agreement; and (3) be covered by the personnel policies and practices of the Agency. Prior to changing any key personnel, especially those key personnel County relied upon in making this Agreement, Agency will notify County in writing. The key personnel include the following staff:
 - Executive Director
 - Program Manager (Part-Time)
 - Program Manager (Full-Time)
 - Operations Manager

5. **Compensation and Payment.**

- 5.1. Maximum Payment Amount. This is a cost reimbursement contract. In consideration for the provision of Program services as set forth in this Agreement, County's total payments to Agency under this Agreement, may not exceed **\$200,000** (the "NTE Amount"). The NTE Amount can only be changed by a formal written amendment executed by the Parties. Agency is not required to provide any services, payment for which will cause the County's total payments under this Agreement to exceed the NTE Amount; if Agency does so, it is at the Agency's own risk.

5.2. Budget Adjustment.

- 5.2.1. County will reimburse Agency according to the budget in **Exhibit A**. This budget will remain in effect through the term unless otherwise adjusted and formally agreed to.
- 5.2.2. Changes between budget line items of no more than 15% may be granted by and at the sole discretion of the Department Director or designee of Community & Workforce Development ("CWD"). The following provisions apply:
 - 5.2.2.1. The change may not increase or decrease the maximum allocated amount.
 - 5.2.2.2. Agency must submit a written request for the line item change(s) on or before May 15 of the contract year and provide a detailed explanation as requested by the County.
 - 5.2.2.3. The change must be for future expenditures that are not part of the current existing and approved budget(s). The change may not be to cover unobligated expenditures incurred by Agency prior to approval of the written request for a budget line item change.
 - 5.2.2.4. If the Director of CWD or designee approves the request for the budget line item change, the change will not be effective, nor will compensation under the change be provided, until the date set forth in the written approval.
- 5.3. Timing of Invoices. Agency must submit a request for payment on a monthly basis, unless a different billing period is set forth and approved by the Director of CWD or designee. County must receive invoices no later than 15 days after the end of the previous month, even if no funds are being requested for the previous month. Due to County fiscal year-end close, County must receive invoices for June expenses within 15 calendar days after June 30 of any year that falls within the Term. County may refuse to pay for any period for which Agency does not timely invoice the County. Pursuant to A.R.S. § 11-622(C), County will deny reimbursement completely for requests for payment made later than six (6) months after the last item of the account accrues.
- 5.4. Content of Invoices.
 - 5.4.1. Agency will include detailed documentation in support of its invoices and assign each amount billed to an appropriate line item. Invoice (requests for payment) must:
 - 5.4.1.1. Reference this contract (PO) number.
 - 5.4.1.2. Be submitted on the Invoice form provided by the County.
 - 5.4.1.3. Be approved and signed by an authorized representative of the Agency.

5.4.1.4. Be accompanied by documentation which must include, but is not limited to:

5.4.1.4.1. A summary report of monthly expenditures for each Program by expense categories as shown in approved Program budgets in this Agreement.

5.4.1.4.2. Copies of invoices and checks to support all purchases of goods or services.

5.4.1.4.3. If reimbursement is authorized for travel, detailed travel reports to support all travel expenses.

5.4.1.4.4. Any other documentation of policies requested by County.

5.4.1.5. When funds are requested to pay the costs of personnel, Agency must provide:

5.4.1.5.1. Timesheets or other records, signed by the employee and the employee's immediate supervisor with direct knowledge of employee's efforts for this Agreement, that account for one hundred percent (100%) of the employee's times worked in the period. These documents must specify:

5.4.1.5.1.1. Hours worked on this Agreement;

5.4.1.5.1.2. Total hours worked per pay period;

5.4.1.5.1.3. Days worked; and

5.4.1.5.1.4. Hours worked each day.

5.4.1.5.2. Accounting system report(s) specifying rate of pay and costs of employer paid benefits.

5.4.2. Agency may not bill the County for costs which are paid by another funding source(s). Agency must allocate expenses between other fund sources, as allowable. Agency must notify County within ten (10) days of receipt of alternative funding for costs which would otherwise be subject to payment pursuant to this Agreement.

5.5. Payment to Agency.

5.5.1. If each request for payment includes adequate and accurate documentation, County will generally pay Agency within thirty (30) days from the date the request is received. Agency should budget cash needs accordingly. County may, at its sole discretion:

- 5.5.1.1. Determine the acceptability and progress of work performed and determine the resulting entitlement to payment of each request for payment.
- 5.5.1.2. Liquidate funds available under this Agreement for costs incurred by County on behalf of Agency.
- 5.5.1.3. Deny full payments for requests for reimbursement after the dates set forth in section 5.4. County may deduct its processing costs or delay related damages in connection with a request for payment submitted after that date.

5.6. Payment Conditions.

5.6.1. Payments will be made from Pima County General Funds only. The following conditions apply:

- 5.6.1.1. Agency may not submit requests for payment prior to the execution of this Agreement.
- 5.6.1.2. Payment will only be made for services provided between the Commencement Date set forth in section 2.1 and the termination date.
- 5.6.1.3. Payment will only be made for activities as delineated in the budget set forth in the budgets for each Program.

5.6.2. No payments will be made to Agency, until all of the following conditions are met:

- 5.6.2.1. Agency has completed and submitted a W-9 Taxpayer Identification Number form;
- 5.6.2.2. Agency has registered as a Pima County Supplier;
- 5.6.2.3. This Agreement is fully executed; and
- 5.6.2.4. Adequate and accurate documentation is provided with each request for payment or invoice.

5.7. Changes in Agreement. Changes requiring an amendment to this Agreement include any changes to the Scope of Work, or any changes to the maximum allocated amount. Any change that requires an amendment to this Agreement will not be effective, nor will compensation under the change be provided, until the Agreement amendment is fully executed by both parties.

5.8. Reduction in Allocation.

5.8.1. Notwithstanding any other provision of this Agreement, County, at its sole option, may reduce the maximum allocated amount upon the occurrence of any of the following:

- 5.8.1.1. Agency is underperforming, including failure to provide services every month of the contract year without prior written approval of County;
- 5.8.1.2. The amount of monies the State of Arizona distributes to Pima County's General Fund pursuant to A.R.S. § 42-5029 ("distributed revenues") is less than the amount anticipated in Pima County's then current fiscal year budget ("budgeted revenues"); or
- 5.8.1.3. The State of Arizona's financial obligations are transferred to and become an expenditure obligation of Pima County in an amount greater than the amount anticipated in Pima County's applicable annual budget.
- 5.8.2. County will notify Agency in writing of any reduction in allocated amount. The reduction in allocation and associated services will be effective on the date stated in the written notice and will not require a contract amendment.
- 5.9. Invoice Adjustments. For the period of record retention required under Section 24 – Books and Records, County may, at any time, question any payment under this Agreement. If County raises a question about the propriety of a past payment, Agency will cooperate with County in reviewing the payment. County may set-off any overpayment against amounts due to Agency under this or any other Agreement between County and Agency. Agency must reimburse County for any overpayment that County cannot recover by set-off, improper, unallowable or unsubstantiated costs discovered as a result of audit or otherwise within thirty (30) days following demand for reimbursement by County.

6. Audit Requirements.

6.1. Agency will:

- 6.1.1. Establish and maintain a separate, identifiable accounting of all funds provided by County under this Agreement. The accounting must record all expenditures that are used to support invoices and requests for payment from County.
- 6.1.2. Maintain an accounting manual that describes its financial procedures in sufficient detail to ensure that its financial practices are easily understood.
- 6.1.3. Establish and maintain accounting records that identify the source and application of any funds not provided under this Agreement used to support these Agreement activities.
- 6.1.4. Ensure that all accounting records meet the requirements of the Federal, State, County, and generally accepted accounting principles laws and regulations.
- 6.1.5. Provide financial statement audits as required by law.

- 6.1.6. Upon written notice from County, provide a program-specific or financial audit. Such notice from County will specify the period to be covered by the audit, the type of audit and the deadline for completion and submission of the audit.
- 6.1.7. Ensure that any audit conducted pursuant to this Agreement is performed by a qualified, independent accounting firm and submitted to County within six (6) months of completion of the audit required pursuant to this Section, unless a different time is specified by County. The audit submitted must include Agency's responses, if any, concerning any audit findings.
- 6.1.8. Pay all costs for any audit required or requested pursuant to this Section, unless the cost was specifically included in the budget(s) set forth in this Agreement.
- 6.2. Agency Status. If Agency is a "nonprofit corporation" that meets the definition of "corporation" in A.R.S. § 10-3140, Agency will comply with the applicable audit requirements set forth in A.R.S. § 11-624, "Audit of Non-Profit Corporations Receiving County Monies."
- 6.3. Agency must timely submit the required or requested audit(s) to:

Outside Agency Program Coordinator
Community & Workforce Development Department
801 W Congress Street
Tucson, AZ 85745

- 7. **Insurance.** Agency will procure and maintain at its own expense insurance policies (the "**Required Insurance**") satisfying the below requirements (the "**Insurance Requirements**") until all its obligations under this Agreement have been met. The below Insurance Requirements are minimum requirements for this Agreement and in no way limit Agency's indemnity obligations under this Agreement. The County in no way warrants that the required insurance is sufficient to protect the Agency for liabilities that may arise from or relate to this Agreement. If necessary, Agency may obtain commercial umbrella or excess insurance to satisfy the Insurance Requirements.
 - 7.1. Insurance Coverages and Limits: Agency will procure and maintain, until all its obligations have been discharged, coverage with limits of liability not less than those stated below. Coverage must be placed with insurers acceptable to the County with A.M. Best rating of not less than A-VII, unless otherwise approved by the County.
 - 7.1.1. Commercial General Liability (CGL) – Occurrence Form with limits not less than \$2,000,000 Each Occurrence and \$2,000,000 General Aggregate. Policy shall include coverage for liability arising from premises, operations, independent contractors, personal injury, bodily injury, broad form contractual liability and products-completed operations.
 - 7.1.2. Business Automobile Liability – Coverage for bodily injury and property damage on any owned, leased, hired, and/or non-owned autos assigned to or

used in the performance of this Agreement with minimum limits not less than \$1,000,000 Each Accident.

- 7.1.3. Workers' Compensation and Employers' Liability – Statutory coverage for Workers' Compensation. Workers' Compensation statutory coverage is compulsory for employers of one or more employees. Employers Liability coverage with limits of \$1,000,000 each accident and \$1,000,000 each employee – disease.

7.2. Additional Coverage Requirements:

- 7.2.1. 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 Agreement, and Agency must maintain such coverage for a period of not less than three (3) years following Agreement expiration, termination or cancellation.
- 7.2.2. Additional Insured Endorsement: The General Liability, Business Automobile Liability and Technology E&O Policies shall each be endorsed to include Pima County, its departments, districts, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Agency.
- 7.2.3. Subrogation Endorsement: The General Liability, Business Automobile Liability, Workers' Compensation and Technology E&O Policies shall each contain a waiver of subrogation endorsement in favor of Pima County, and its departments, districts, officials, agents, and employees for losses arising from work performed by or on behalf of the Agency.
- 7.2.4. Primary Insurance Endorsement: The Required Insurance policies must stipulate that they are primary and that any insurance carried by County, or its agents, officials, or employees, is excess and not contributory insurance.
- 7.2.5. The Required Insurance policies may not obligate County to pay any portion of Agency's deductible or Self Insurance Retention (SIR).
- 7.2.6. Insurer Financial Ratings. Coverage must be placed with insurers acceptable to the County with A.M. Best rating of not less than A- VII, unless otherwise approved by the County.
- 7.2.7. Subcontractors: Agency must either (a) include all subcontractors as additional insureds under its Required Insurance policies, or (b) require each subcontractor to separately meet all Insurance Requirements and verify that each subcontractor has done so. Agency must furnish, if requested by County, appropriate insurance certificates for each subcontractor. Agency must obtain County's approval of any subcontractor request to modify the Insurance Requirements as to that subcontractor.

7.3. Notice of Cancellation:

Agency must notify County, within two (2) business days of Agency's receipt of notice from an insurer, if any Required Insurance policy is suspended, voided, or

cancelled for any reason. Notice must include the Pima County project or Agreement number and project description.

7.4. Verification of Coverage:

- 7.4.1. Agency must furnish County with a certificate of insurance (valid ACORD form or equivalent approved by Pima County) for each Required Insurance policy, which must specify that the policy has all the required endorsements, and must include the Pima County project or Agreement number and project description. Each certificate must be signed by an authorized representative of the insurer.
- 7.4.2. County may at any time require Agency to provide a complete copy of any Required Insurance policy or endorsement. Note: Agencies for larger projects must provide actual copies of the additional insured and subrogation endorsements.
- 7.4.3. Agency must provide the certificates to County before work commences. Each Required Insurance policy must be in effect at least 10 days before work under this Agreement commences. Agency must provide County a renewal certificate not less than 15 days prior to a Required Insurance policy's expiration date. Failure to maintain the Required Insurance policies, or to provide evidence of renewal, is a material breach of this Agreement.
- 7.4.4. All insurance certificates must be sent directly to the appropriate County Department.

7.5. Approval and Modifications:

The Pima County Risk Manager may modify the Insurance Requirements at any point during the Term of this Agreement. This can be done administratively, with written notice from the Risk Manager and does not require a formal Agreement amendment. Neither the County's failure to obtain a required insurance certificate or endorsement, the County's failure to object to a non-complying insurance certificate or endorsement, nor the County's receipt of any other information from the Agency, its insurance broker(s) and/or insurer(s), constitutes a waiver of any of the Insurance Requirements.

- 8. **Indemnification.** To the fullest extent permitted by law, Agency will defend, indemnify, and hold harmless Pima County and any related taxing district, and the officials and employees of each of them (collectively, "Indemnitee") from and against any and all claims, actions, liabilities, losses, and expenses (including reasonable attorney fees) (collectively, "Claims") arising out of actual or alleged injury of any person (including death) or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by any act or omission of Agency or any of Agency's directors, officers, agents, employees, volunteers, or subcontractors. This indemnity includes any claim or amount arising or recovered under the Workers' Compensation Law or arising out of the failure of Agency to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. The Indemnitee will, in all instances, except for Claims arising solely from the acts or omissions of the Indemnitee, be indemnified by Agency from and against any and all Claims. Agency is responsible for primary loss investigation, defense and judgment costs for any

Claim to which this indemnity applies. This indemnity will survive the expiration or termination of this Agreement.

9. **Laws and Regulations.**

9.1. Compliance with Laws. Agency will comply with all federal, state, and local laws, rules, regulations, standards and Executive Orders. Any changes in the governing laws, rules, and regulations during the terms of this Agreement will apply, but do not require an amendment.

9.2. Licensing. Agency warrants that it is appropriately licensed to provide the services under this Agreement and that its subcontractors will be appropriately licensed.

9.3. Choice of Law; Venue. The laws and regulations of the State of Arizona govern the rights and obligations of the parties under this Agreement. Any action relating to this Agreement must be filed and maintained in the appropriate court of the State of Arizona in Pima County.

10. **Independent Contractor.** Agency is an independent contractor. Neither Agency, nor any of the Agency's officers, agents or employees will be considered an employee of Pima County for any purpose or be entitled to receive any employment-related benefits, or assert any protections, under the Pima County Merit System. Agency is responsible for paying all federal, state and local taxes on the compensation received by Agency under this Agreement and will indemnify and hold County harmless from any and all liability that County may incur because of Agency's failure to pay such taxes. Agency will be solely responsible for its program development, operation, and performance.

11. **Subcontractors.** Except as provided in this Section, Agency will not enter into any subcontracts for any services to be performed under this Agreement without County's prior written approval of the subcontract. Agency must follow all applicable Federal, State, and County rules and regulations for obtaining subcontractor services. Prior written approval is not required for the purchase of supplies that are necessary and incidental to Agency's performance under this Agreement. Agency is fully responsible for all acts and omissions of any subcontractor, and of persons directly or indirectly employed by any subcontractor, and of persons for whose acts any of them may be liable, to the same extent that the Agency is responsible for the acts and omissions of its own employees. Nothing in this Agreement creates any obligation on the part of County to pay or see to the payment of any money due any subcontractor, except as may be required by law.

12. **Assignment.** Agency may not assign its rights or obligations under this Agreement, in whole or in part, without the County's prior written approval. County may withhold approval at its sole discretion.

13. **Non-Discrimination.** Agency will comply with all provisions and requirements of Arizona Executive Order 2009-09, which is hereby incorporated into this Agreement, including flow-down of all provisions and requirements to any subcontractors. During the performance of this Agreement, Agency will not discriminate against any employee, client or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin.

14. **Americans with Disabilities Act.** Agency will comply with Title II of the Americans with Disabilities Act (Public Law 110-325, 42 U.S.C. §§ 12101-12213) and the federal regulations for Title II (28 CFR Part 35).
15. **Authority to Contract.** Agency warrants its right and power to enter into this Agreement. If any court or administrative agency determines that County does not have authority to enter into this Agreement, County will not be liable to Agency or any third party by reason of such determination or by reason of this Agreement.
16. **Full and Complete Performance.** The failure of either party to insist, in one or more instances, upon the other party's complete and satisfactory performance under this Agreement, or to take any action based on the other party's failure to completely and satisfactorily perform, is not a waiver of that party's right to insist upon complete and satisfactory performance, or compliance with any other covenant or condition in this Agreement, either in the past or in the future. The acceptance by either party of sums less than may be due and owing it at any time is not an accord and satisfaction.
17. **Cancellation for Conflict of Interest.** This Agreement is subject to cancellation for conflict of interest pursuant to A.R.S. § 38-511, the pertinent provisions of which are incorporated into this Agreement by reference.
18. **Termination by County.**
 - 18.1. Without Cause. County may terminate this Agreement at any time without cause by notifying Agency, in writing, at least 30 days before the effective date of the termination. In the event of such termination, County's only obligation to Agency will be payment for services rendered prior to the date of termination.
 - 18.2. With Cause. County may terminate this Agreement at any time without advance notice and without further obligation to County when County finds Agency to be in default of any provision of this Agreement.
 - 18.3. Non-Appropriation. Notwithstanding any other provision in this Agreement, County may terminate this Agreement if for any reason there are not sufficient appropriated and available monies for the purpose of maintaining County or other public entity obligations under this Agreement. In the event of such termination, County will have no further obligation to Agency, other than to pay for services rendered prior to termination.
 - 18.4. Suspension. County reserves the right to suspend Agency's performance and payments under this Agreement immediately upon notice delivered to Agency's designated agent in order to investigate Agency's activities and compliance with this Agreement. In the event of an investigation by County, Agency will cooperate fully and provide all requested information and documentation. At the conclusion of the investigation, or within forty-five (45) days, whichever is sooner, Agency will be notified in writing that the Agreement will be immediately terminated or that performance may be resumed.
19. **Notice.** Agency must give written notice of any change of corporate or entity status as promptly as possible and, in any event, within fifteen (15) days after the change is effective. A change in corporate or entity status includes, but is not limited to, change from

unincorporated to incorporated status and vice versa and any suspension or termination of corporate status based on failure to comply with all applicable federal, state, and local reporting requirements. Any notice required or permitted to be given under this Agreement must be in writing and be served by personal delivery or by certified mail upon the other party as follows:

County:

Daniel Sullivan, Director
Community & Workforce Development
Department
2797 E. Ajo Way
Tucson, AZ 85713

Agency:

Carlos Valles, Executive Director
Sahuarita Food Bank dba Marana Food
Bank & Community Resource Center
17750 S La Cañada Dr.
Sahuarita, AZ 85629

20. **Other Documents.** In entering into this Agreement, Agency and County have relied upon information provided in Agency's request for general funds to support the implementation of Agency's Program and any other information and documents submitted to County to obtain such funds. The documents set forth in this Section are hereby incorporated into and made a part of this Agreement, including all exhibits. Agency will promptly bring any provisions which Agency believes are inconsistent to County's attention, and County will provide Agency with its interpretation of the provisions in question.
21. **Non-Exclusive Agreement.** Agency understands that this Agreement is nonexclusive and is for the sole convenience of County. County reserves the right to obtain like services from other sources for any reason.
22. **Remedies.** Either party may pursue any remedies provided by law for the breach of this Agreement. No right or remedy is intended to be exclusive of any other right or remedy and each is cumulative and in addition to any other right or remedy existing at law or at equity or by virtue of this Agreement.
23. **Severability.** Each provision of this Agreement stands alone, and any provision of this Agreement found to be prohibited by law will be ineffective to the extent of such prohibition without invalidating the remainder of this Agreement.
24. **Books and Records.** Agency will keep and maintain proper and complete books, records and accounts, which will be open at all reasonable times for inspection and audit by duly authorized representatives of County. In addition, Agency will retain all records relating to this Agreement for at least five (5) years after its expiration or termination or, if later, until any related pending proceeding or litigation has concluded.
25. **Copyright.** Neither, Agency nor its officers, agents or employees will copyright any materials or products developed through contract services provided or contract expenditures made under this Agreement without prior written approval by the County. Upon approval, the County will have a non-exclusive and irrevocable license to reproduce, publish or otherwise use or authorize the use of any copyrighted material.
26. **Public Records.**

26.1. **Disclosure.** Pursuant to A.R.S. § 39-121 et seq., and A.R.S. § 34-603(H) in the case of construction or Architectural and Engineering services procured under A.R.S. Title 34, Chapter 6, all documents submitted in response to the solicitation resulting in award of this Agreement, including, but not limited to, pricing schedules, product specifications, work plans, and any supporting documents, are public records. As such, those documents are subject to release and/or review by the general public upon request, including competitors.

26.2. **Records Marked Confidential; Notice and Protective Order.** If Agency reasonably believes that some of those records contain proprietary, trade-secret or otherwise-confidential information, Agency must prominently mark those records "CONFIDENTIAL." In the event a public-records request is submitted to County for records marked CONFIDENTIAL, County will notify Agency of the request as soon as reasonably possible. County will release the records 10 business days after the date of that notice, unless Agency has, within that period, secured an appropriate order from a court of competent jurisdiction, enjoining the release of the records. County will not, under any circumstances, be responsible for securing such an order, nor will County be in any way financially responsible for any costs associated with securing such an order.

27. **Legal Arizona Workers Act Compliance.**

27.1. Compliance with Immigration Laws. Agency hereby warrants that it will at all times during the term of this Agreement comply with all federal immigration laws applicable to its employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Agency will further ensure that each subcontractor who performs any work for Agency under this Agreement likewise complies with the State and Federal Immigration Laws.

27.2. Books & Records. County has the right at any time to inspect the books and records of Agency and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

27.3. Remedies for Breach of Warranty. Any breach of Agency's or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, is a material breach of this Agreement subjecting Agency to penalties up to and including suspension or termination of this Agreement. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, Agency will be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor, as soon as possible so as not to delay project completion. Any additional costs attributable directly or indirectly to such remedial action are the responsibility of Agency.

27.4. Subcontractors. Agency will advise each subcontractor of County's rights, and the subcontractor's obligations, under this Section 24 by including a provision in each subcontract substantially in the following form:

"Subcontractor hereby warrants that it will at all times during the term of this agreement comply with all federal immigration laws applicable to

Subcontractor's employees, and with the requirements of A.R.S. § 23-214 (A). Subcontractor further agrees that County may inspect the Subcontractor's books and records to insure that Subcontractor is in compliance with these requirements. Any breach of this paragraph by Subcontractor is a material breach of this Agreement subjecting Subcontractor to penalties up to and including suspension or termination of this Agreement."

28. **Child Labor.** Agency will comply with all child labor laws, including, but not limited to A.R.S. § 23-230 *et seq.* the applicable provisions of which are hereby incorporated as provisions of this Agreement.
29. **Fingerprinting and Central Registry.** Agency will comply with applicable provisions of A.R.S. §§ 8-804 (Central registry; notification; definition), 36-594.01 (Fingerprinting of contract providers and home and community based service providers), 36-3008 (Services for victims of domestic violence; personnel; fingerprinting; confidentiality; notification), 41-1964 (Day care homes; child care personnel; fingerprints; definition), and 46-141 (Criminal record information checks; fingerprinting employees and applicants; definition), which are hereby incorporated as provisions of this Agreement.
30. **Eligibility for Public Benefits.** Agency will comply with applicable provisions of A.R.S. §§ 1-501 and 1-502 regarding public benefits, which are hereby incorporated as provisions of this Agreement.
31. **Israel Boycott Certification.** Pursuant to A.R.S. § 35-393.01, if Agency engages in for-profit activity and has 10 or more employees, and if this Agreement has a value of \$100,000.00 or more, Agency certifies it is not currently engaged in, and agrees for the duration of this Agreement 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.
32. **Forced Labor of Ethnic Uyghurs.** Pursuant to A.R.S. § 35-394, if Agency engages in for-profit activity and has 10 or more employees, Agency certifies it is not currently using, and agrees for the duration of this Agreement 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 contractors, 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 Agency becomes aware during the term of the Agreement that the Company is not in compliance with A.R.S. § 35-394, Agency must notify the County within five business days and provide a written certification to County regarding compliance within one hundred eighty days.
33. **Amendment.** The parties may modify, amend, alter or extend this Agreement only by a written amendment signed by the parties. County must approve any amendments to the Agreement before any services commence under the amendment.
34. **Entire Agreement.** This document constitutes the entire agreement between the parties pertaining to the subject matter it addresses, and this Agreement supersedes all prior or contemporaneous agreements and understandings, oral or written.

PIMA COUNTY

Chair, Board of Supervisors

Date

ATTEST

Clerk of the Board

Date

APPROVED AS TO FORM



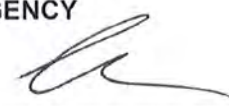
Deputy County Attorney

Kyle Johnson
Print DCA Name

9/11/2024

Date

AGENCY



Authorized Officer Signature

CARLOS VALDEZ, EXECUTIVE DIRECTOR

Printed Name and Title

9/11/2024

Date

APPROVED AS TO CONTENT



Department Head

9/27/2024

Date

EXHIBIT A – SCOPE OF WORK

Emergency Food for Marana and Unincorporated Pima County (“the Program”)

1. PROGRAM OVERVIEW.

The Program will provide emergency food distribution to low-income residents of the Town of Marana and unincorporated Pima County.

2. PROGRAM PURPOSE.

The Program will preserve the health of Pima County residents from the Town of Marana and unincorporated Pima County by providing essential food items to help maintain basic nutritional needs. The Program will help to ensure better nutrition and increased family functioning for Pima County residents. This contract provides for the job retention of 2.5 staff positions.

3. PROGRAM REQUIREMENTS - AGENCY

3.1. Activities. Agency will:

3.1.1. Collect, sort, and distribute emergency food including the following:

3.1.1.1. Purchased important protein products such as milk and eggs; and

3.1.1.2. When available, donated food such as fresh produce, dry goods, and meat.

3.1.2. Provide food to supplement diets and increase the nutritional standards for low-income households.

3.1.3. Recruit, train, and supervise volunteers to properly store and distribute food to qualified households.

3.1.4. Record client data and numbers of food bank visits in the Link2Feed statewide database that is provided by the Arizona Department of Economic Security.

3.2. Target Population. Agency will serve low-income residents of the Town of Marana and unincorporated Pima County.

3.3. Client Income Guidelines. To be eligible for services under this Agreement, household income must not exceed the applicable income caps established by HHS and HUD. Income requirements in effect are that recipients of emergency food must have incomes of 185% FPL or less. Income guidelines may be changed during the term of this contract by County. County will endeavor to provide Agency with written notice of such changes, but Agency is responsible for ensuring that the guidelines in effect at any point in time are used for eligibility requirements.

3.4. Program Operations. Agency will:

3.4.1. Establish regular and reasonable service hours for program beneficiaries,

Office Hours: Monday, Tuesday, Thursday and Friday, 9:00 a.m. to 3:00 p.m.

Wednesday, 10:00 a.m. to 5:00 p.m.

Food Distribution Hours: Tuesday, Thursday and Friday, 9:00 a.m. to 12:00 p.m.

Wednesday, 2:00 p.m. to 5:00 p.m.

- 3.4.2. Provide services that are culturally relevant and linguistically appropriate to the population served;
- 3.4.3. Provide services in one or more Americans with Disabilities Act (ADA) accessible locations;
- 3.4.4. Maintain a computer system with a minimum of Windows 10, patched with current antivirus, adequate system security, a broadband connection to the internet, and a valid username and password;
- 3.4.5. Utilize a computer back-up and recovery systems and procedures to prevent loss of data required for reports and any disruption or degradation of service; and
- 3.4.6. Maintain confidentiality of all applicant and client files, records and documentation. All documentation and records must be kept in a secure environment to ensure confidentiality.

3.5. Staffing. Agency will:

- 3.5.1. Maintain sufficient staff to provide all services;
- 3.5.2. Perform its duties in humane and respectful manner and in accordance with any applicable professional standards;
- 3.5.3. Ensure that staff is suitably trained and knowledgeable in Agency requirements and services;
- 3.5.4. Maintain documentation that key staff has received appropriate training;
- 3.5.5. Ensure that all staff providing services under this Agreement attend training, meetings, or workshops such as:
 - 3.5.5.1. Ongoing Training and Support; and
 - 3.5.5.2. Certified Professional Education (CPE).
- 3.5.6. Ensure that files for personnel, including volunteers performing direct client service, have copies of the Arizona Department of Public Safety Level 1 Fingerprint Clearance Card and Arizona Central Registry Clearance Background Check for each employee and volunteer;
- 3.5.7. Ensure that staff is instructed in and maintains the confidentiality of applicant/client records;
- 3.5.8. Verify and assure that staff members and volunteers do not have conflicts of interest in the provision of services and management of the program;
- 3.5.9. Have a personnel policy manual, adhere to its provisions and conduct an annual performance appraisal of all personnel; and
- 3.5.10. Only personnel who satisfy minimum qualifications for the position and/or have received satisfactory evaluations will provide services under this Agreement.

3.6. Access of Services.

- 3.6.1. Agency will assist in completing applications for emergency food distribution.
- 3.6.2. Client fills out a physical application that must be completed in person.
- 3.6.3. Trained staff take the application and complete the following tasks:
 - 3.6.3.1. Verify the applicant's identification using their driver's license or other form of identification;

- 3.6.3.2. Verify the applicant's home address;
- 3.6.3.3. Verify the number of household members and the date of birth for each;
- 3.6.3.4. Verify if the self-declared income is within guidelines;
- 3.6.3.5. Input the application into the Link2Feed database.
- 3.6.3.6. Discuss additional resources that may be available to clients.
- 3.6.4. For subsequent visits:
 - 3.6.4.1. Volunteers can check-in clients after their initial registration.
 - 3.6.4.2. Clients are allowed (2) two visits per month at an Arizona food bank or pantry.
- 3.7. Policies and Procedures. Agency will:
 - 3.7.1. Not impose any fees or charges of any kind upon recipients of contract services. Agency must ensure that any subcontractors or other entities action on Agency's behalf adhere to this requirement.
 - 3.7.2. Have and follow a written confidentiality policy and grievance process that will provide all applicants and/or participants with the opportunity for a fair hearing for grievances.
 - 3.7.3. Advise all applicants and/or participants of the right to present to the County and/or State any grievances arising from the delivery of contracted services, including but not limited to, ineligibility determination, service reduction, suspension and/or termination from program participation, or quality of service.
 - 3.7.4. Provide County with copies of requested policies and procedures for Quality Assurance Review (Monitoring). Policies and procedures include, but are not limited to:
 - 3.7.4.1. Client Grievance Procedures;
 - 3.7.4.2. Confidentiality Policy;
 - 3.7.4.3. Drug Free Workplace Policy;
 - 3.7.4.4. Non-Discrimination Policy; and
 - 3.7.4.5. Reporting of Abuse, Fraud, or Other Related Criminal Activities.

4. PERFORMANCE TOOLS.

- 4.1. Design and utilize, as appropriate, the following:
 - 4.1.1. Client Assessment Form - Determine appropriate services, progress, achievements and outcomes for individual service recipient.
 - 4.1.2. Client Satisfaction Survey - Obtain and evaluate service recipient input on program operations, the delivery of services and individual service providers.
 - 4.1.3. Program Performance Quarterly Report - Continuously track the provision of services and the attainment of the metrics set forth below in paragraph 8 – Annual Performance Goals.
- 4.2. Agency will provide County with copies of the documents described in this section, upon request.

5. REPORTS.

- 5.1. Agency will complete Quarterly and Annual Reports for this Agreement and submit on or by the following dates:
 - 5.1.1. October 15: Quarter 1 Report (for services from July 1 – September 30);

- 5.1.2. January 15: Quarter 2 Report (for services from October 1 – December 31);
- 5.1.3. April 15: Quarter 3 Report (for services from January 1 – March 31);
- 5.1.4. July 15: Quarter 4 (for services from March 1 – June 30); and
- 5.1.5. July 31: Annual Report
- 5.2. Unless written approval has been granted by the Director of Community & Workforce Development Department or designee, all reports must be submitted on County's web-based reporting system.

6. IDENTIFICATION OF FUNDING.

- 6.1. All advertisements, real property, publications, printed and other materials, which are produced by the Agency and refer to services funded under this Agreement must clearly and conspicuously state:

Funded By: Pima County General Funds – Community & Workforce Development Outside Agency Program

- 6.2. Reference to Pima County must be at least as prominent as other credited funding sources.

7. BUDGET.

Agency: Sahuarita Food Bank dba Marana Food Bank & Community Resource Center
Program: Emergency Food for Marana and Unincorporated Pima County

Description	Amount
Personnel – wages, salaries, fringe benefits (2.5 FTE)	\$139,160.00
Materials and Supplies	\$36,000.00
Operating Expenses	\$24,840.00
Total Budget	\$200,000.00

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

8. ANNUAL PERFORMANCE GOALS – DELIVERABLE(S) & PUBLIC BENEFIT(S).

Agency: Sahuarita Food Bank dba Marana Food Bank & Community Resource Center
 Program: Emergency Food for Marana and Unincorporated Pima County

Deliverable 1: Food Assistance (Protein) (Output)		Public Benefit 1: Improved Health: Better Nutrition (Outcome)	
Units: <u>400</u> (#) ☐ Hours ☐ Classes (Sessions) ☐ Days ☒ Items (Describe: <u>Units of Milk or Eggs</u>) ☐ Nights (Housing or Shelter) ☐ Dollars ☐ Repairs/Structural modifications ☐ Screenings or Assessments ☐ Other (Describe:)	Unduplicated to be Served: <u>400</u> (#) ☐ Individuals ☒ Households ☐ Housing Units	Metric/Performance Tool: Client Survey	Performance Goal: At least 88% of the households served will report improved health, better nutrition as result of gallons of milk or cartons of eggs received.
Deliverable 2: Food Assistance (Pounds) (Output)		Public Benefit 2: Improved Health: Increased Family Functioning (Outcome)	
Units: <u>30,000</u> (#) ☐ Hours ☐ Classes ☐ Days ☒ Items (Describe: <u>Pounds of Food</u>) ☐ Nights ☐ Dollars ☐ Repairs/structural modifications ☐ Screenings or Assessments ☐ Other (Describe:)	Unduplicated to be Served: <u>400</u> (#) ☐ Individuals ☒ Households ☐ Housing units	Metric/Performance Tool: Client Survey	Performance Goal: At least 88% of the households served will report improved health, increased family functioning as a result of the food received.

END OF EXHIBIT A