



BOARD OF SUPERVISORS AGENDA ITEM REPORT
CONTRACTS / AWARDS / GRANTS

Requested Board Meeting Date: 3/15/2016

or Procurement Director Award ☐

Contractor/Vendor Name: Community Food Bank
(DBA):

Project Title/Description:

Food distribution activities for low-income residents in and around Ajo, Arizona to be conducted at the Ajo First Assembly of God Church located at 920 N. Cameron Avenue in Ajo, AZ 85321 ("the Facility"). Ownership of a walk-in cooler ("the Ajo Cooler") will be transferred from Community Food Bank of Southern Arizona, Inc. to Ajo First Assembly of God Church for use in the food distribution operations.

Purpose:

Transfer of ownership and operations of the Ajo cooler to continue food distribution services in and around Ajo, Arizona for the full length of the HUD National Objective retention period associated with the purchase of the Ajo cooler with CDBG funds ("the Project").

Procurement Method:

N/A

Program Goals/Predicted Outcomes:

Goal: To provide a more suitable living environment by improving and increasing the quality of neighborhood public facilities.

Predicted outcomes: Residents in Ajo and the surrounding area will have increased access to food distribution services for low income individuals and families.

Public Benefit:

Provision of food distribution services will satisfy the CDBG National Objective to provide public facility improvements that will benefit low-to moderate income-persons in the Ajo Community Development Target Area.

Metrics Available to Measure Performance:

At least 4,435 individuals per year will receive food distribution services provided at the Facility..

Retroactive:

No

Original Information

Document Type: CTN Department Code: CD Contract # (i.e.,15-123): 1600000000000000067

Effective Date: 3/15/2016 Termination Date: 9/30/2016 Prior Contract Number (Synergen/CMS):

☐ Expense Amount: \$0

☐ Revenue Amount: \$

Funding Source(s): N/A

Cost to Pima County General Fund: 0

Contract is fully or partially funded with Federal Funds? ☒ Yes ☐ No ☐ Not Applicable to Grant Awards

Were insurance or indemnity clauses modified? ☐ Yes ☒ No ☐ Not Applicable to Grant Awards

Vendor is using a Social Security Number? ☐ Yes ☒ No ☐ Not Applicable to Grant Awards

If Yes, attach the required form per Administrative Procedure 22-73.

Amendment Information

Procure Dept 03/02/16 PM12:02

To: COB- 3-2-16 (1)
Ver. -1 pgs. 16

Document Type:

Department Code:

Contract Number (i.e., 15-123):

Amendment No.:

AMS Version No.:

Effective Date:

New Termination Date:

☐ Expense ☐ Revenue ☐ Increase ☐ Decrease

Amount This Amendment:

Funding Source(s):

Cost to Pima County General Fund: \$

Contact: Gloria Soto, Program Coordinator

Department: Community Development & Neighborhood Conservation

Telephone: 724-3751

Department Director Signature/Date:

Margaret M. Kue 02/26/2016

Deputy County Administrator Signature/Date:

Jaur 2/29/2016

County Administrator Signature/Date:

(Required for Board Agenda/Addendum Items)

C. D. Delaney 3/2/16

**PIMA COUNTY COMMUNITY DEVELOPMENT AND
NEIGHBORHOOD CONSERVATION DEPARTMENT**

Project Name: *Transfer of Ajo Walk-In Cooler & Food Distribution Activities
CDBG Facility Improvements*

Subrecipients: Community Food Bank of Southern Arizona, Inc.
3003 South Country Club
Tucson, AZ 85713

&

Ajo First Assembly of God Church
950 N Cameron Avenue Ajo, AZ 85321
Mailing Address: PO Box 730 Ajo, AZ 85321-0730

CONTRACT	
NO. <u>CTN-CD-16-067</u>	
AMENDMENT NO. _____	
This number must appear on all invoices, correspondence and documents pertaining to this contract.	

Subrecipients DUNS No.: 084470665

Project Description: Transfer of ownership and operations of a walk-in cooler located at a County facility for Community Food Bank of Southern Arizona, Inc. operation. Community Food Bank of Southern Arizona, Inc will no longer operate in the area and Ajo First Assembly of God Church will take over ownership and operation of the walk-in cooler to provide food distribution services in Ajo, Arizona. The transfer will satisfy the applicable HUD National Objective.

Contract Term: October 1, 2015, or upon execution by the Pima County Board of Supervisors, whichever is later, through September 30, 2016.

Amount: No cost

Funding: U.S. Department of Housing and Urban Development

Federal Contract No. B-07-UC-04-0502

Award Date: July 1, 2007

CFDA	Program Description	Nation Funding	Pima County Award
14.218	Community Development Block Grant Program for Entitlement Communities	Information Not Available	\$2,623,484

Is this a Research and Development Contract: ☐ Yes ☒ No

This Agreement is entered into by and between Pima County, a body politic and corporate of the State of Arizona ("County"), County Community Food Bank of Southern Arizona, Inc., a non-profit corporation authorized to do business in the State of Arizona, ("Food Band") and Ajo First Assembly of God Church, a non-profit religious corporation in the State of Arizona, ("Church"). Food Band and Church are collectively known as "Subrecipients".

RECITALS

- A. County is authorized by A.R.S. §§ 11-254.04, 11-251 (5) and 11-251 (17), to spend public monies to improve and enhance the economic welfare and health of the inhabitants of the County.
- B. In 2007, County applied for and received Community Development Block Grant ("CDBG") funds from the U.S. Department of Housing and Urban Development ("HUD"), under Title I of the Housing and Community Development Act of 1974, as amended (Public Law 93-383).
- C. County, through its annual CDBG proposal process for federal year 2007-2008 received applications for projects for CDBG funding.
- D. Food Bank submitted a response to the RFP for the installation and of a walk-in cooler ("the Ajo cooler") to conduct food distribution activities in and around Ajo, Arizona. The Ajo cooler was to be located at a facility owned by Pima County.
- E. The activities proposed in Food Bank's response to the RFP were eligible for CDBG funding and the project was included in the 2007-2008 Annual Action Plan submitted and approved by HUD.
- F. CDBG funds in the amount of **\$60,000.00** were allocated to Food Bank for the installation of the Ajo cooler and the CDBG activity documented as complete in County's the September 30, 2009 submission of the Consolidated Annual Performance and Evaluation Report.
- G. The Ajo cooler is a CDBG asset and Pima County requires that such property be retained and utilized for CDBG National Objectives for a minimum five (5) years.
- H. For operational reasons, and prior to satisfying five-year retention period, Food Bank stopped providing food distribution services in the Ajo area on or about June 30, 2012.
- I. In order to continue to use the Ajo cooler, a CDBG asset, Church has agreed to take over ownership and operation of the Ajo cooler in the provision of food distribution activities that will satisfy the National Objective.
- J. Faith-based activities and organizations are eligible to provide CDBG programs on the same basis as any other organization.
- K. The Pima County Board of Supervisors finds that is in the best interest of the residents of the Ajo area to support the transfer of Ajo cooler from Food Bank to Church for no less than the remaining one year retention term to satisfy HUD CDBG National Objective.
- L. The Ajo cooler was moved from the Pima County property and properly installed and made operational for food distribution services at the Church on or about June 30, 2015.

NOW THEREFORE, County and Subrecipients, pursuant to the above, and in consideration of the matters and things hereinafter set forth, do mutually agree as follows:

1.0 TERM AND EXTENSIONS

- 1.1 This Agreement, as awarded by County, will commence on October 1, 2015, or upon execution by the Pima County Board of Supervisors, whichever is later, through September 30, 2016 unless sooner terminated or further extended pursuant to the provisions of this Agreement.
- 1.2 Except as set forth in Paragraph 1.4 below, any modification or extension of the contract termination date must be by formal written amendment executed by the parties hereto.
- 1.3 Any amendments to the Agreement must be approved by the County before any services under the amendment commences.

- 1.4 Minor modifications may be made by written memorandum approved and signed by the Director of the Pima County Community Development and Neighborhood Conservation Department or designee. Minor modifications are changes in the scope or budget, which do not change the specified purpose, outcomes or the total compensation provided through this Agreement and do not in any way increase the direct or indirect liability of the County under this Agreement.
- 1.5 Notwithstanding paragraph 1.1 above, the terms of this Agreement will survive and remain in effect during any period that Church has control over CDBG funds, including program income.

2.0 SCOPE OF SERVICES

2.1 Subrecipients will:

- 2.1.1 Provide the County with the services described in the attached **Exhibit A**.
- 2.1.2 Employ suitably trained and skilled personnel to perform all services under this Agreement.
- 2.1.3 Perform duties in a humane and respectful manner and in accordance with any applicable professional standards. Subrecipients must obtain and maintain all applicable licenses, permits and authority required for its performance under this Agreement.
- 2.1.4 Unless otherwise provided for herein, the personnel delivering Agreement services will:
 - 2.1.4.1 Be employees or volunteers of Food Bank or Church;
 - 2.1.4.2 Satisfy any qualifications set forth in this Agreement; and
 - 2.1.4.3 Be covered by personnel policies and practices of Food Bank or Church.
- 2.1.5 Obtain and maintain all required licenses, permits and authority required for performance under this Agreement.
- 2.1.6 Maintain accounting manuals that describes financial procedures in sufficient detail to ensure that financial practices are easily understood.
- 2.1.7 Undertake the same obligations to the County, as the County does to HUD pursuant to the 2007 - 2008 Annual Action Plan and assurances. Food Bank and Church will hold County harmless against any injury that County may suffer with respect to HUD on account of any failure on the part of Food Bank or Church to fulfill obligations to HUD.

2.2 Confidentiality. Subrecipients:

- 2.2.1 Understands that 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 County's or Subrecipients' responsibilities with respect to 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.
- 2.2.2 Will provide access to these files only to persons properly authorized.
- 2.2.3 Will observe and abide by all applicable State and Federal statutes and regulations regarding use or disclosure of information including, but not limited to, information concerning applicants for and recipients of contract services.
- 2.3 Subrecipients certify that no individual or agent has been employed or retained to solicit or secure this Agreement for commission, percentage, brokerage or contingent fee except a bona fide employee whose job duties include securing business.
- 2.4 No program funded under this Agreement may impair existing contracts for services or collective bargaining agreements or be inconsistent with the terms of a collective bargaining agreement without the written concurrence of the labor organization and employer concerned.

3.0 MONITORING AND EVALUATION

- 3.1 County will monitor all activities and information sources in the management, fiscal, and services systems of Subrecipients and any subcontracted parties relating to performance of duties and obligations under this Agreement to ensure that Subrecipients is:
 - 3.1.1 Making adequate and acceptable progress in the provision of services; and
 - 3.1.2 Maintaining adequate and acceptable systems to document services.
- 3.2 Subrecipients must cooperate in the monitoring and evaluation process by County and/or HUD.
- 3.3 Subrecipients must assist County in providing reports and documentation related to Subrecipients' performance and, where applicable, the impact of the CDBG-funded activities on the community, to HUD.
- 3.4 If monitoring and evaluation finds that Subrecipients' or Owner's performance is substandard, Subrecipients will be in default of this Agreement. If Subrecipients fails to take appropriate actions to correct the default within fifteen (15) calendar days from date of notice, this Agreement may be suspended or terminated. In the event of such termination, Food Bank and Church will be jointly and severally responsible for returning CDBG-funds in the amount of the market value of the Ajo cooler at the time of the default.
- 3.5 To the greatest extent permissible by law, County, and any authorized federal, state or local agency, including, but not limited to, the U.S. Department of Housing and Urban Development, and the Comptroller of the United States will at all reasonable times have the right of access to Subrecipients' facility, books, documents, papers, or other records which are pertinent to this Agreement, in order to make audits, examinations, excerpts and transcripts for the purpose of evaluating Subrecipients' performance and Subrecipients' compliance with this Agreement.

4.0 PROGRAM INCOME

- 4.1 County does not anticipate that Subrecipients will generate program income, as defined by the awarding agency, will be generated under the activities of this Agreement.
- 4.2 In the event that activities under this Agreement do generate program income or program income is authorized, Subrecipients must:
 - 4.2.1 Report to County all program income, as defined at 24 CFR 570.500(a), generated and received as a result of activities carried out with the CDBG-funds provided pursuant to this Agreement. These reports are due quarterly.
 - 4.2.2 Return program income to County within 15 days of the end of each month, unless otherwise specified in **Exhibit A**.

5.0 INSURANCE

- 5.1 Pima County in no way warrants that the minimum limits contained herein are sufficient to protect the Subrecipients from liabilities that might arise out of the performance of the work under this Agreement by the Subrecipients, their agents, representatives, employees or subcontractors, and Subrecipients are free to purchase additional insurance.
- 5.2 Minimum Scope and Limits of Insurance: Both Food Bank and Church must have coverage with limits of liability not less than those stated below. The insurance will be primary insurance and non-contributory with respect to all other available sources. Both Food Bank and Church will obtain and maintain at their own expense, during the entire term of this Agreement the following type(s) and amounts of insurance:

- 5.2.1 Commercial General Liability in the amount of \$1,000,000.00 combined single limit Bodily Injury and Property Damage. Pima County is to be named as an additional insured for all operations performed within the scope of the Agreement between County and Food Bank and Church;
- 5.2.2 Commercial or Business automobile liability coverage for owned, non-owned and hired vehicles used in the performance of this Agreement with limits in the amount of \$1,000,000.00 combined single limit or \$1,000,000.00 Bodily Injury, \$1,000,000.00 Property Damage;
- 5.2.3 If this Agreement involves professional services, professional liability insurance in the amount of \$1,000,000.00; and
- 5.2.4 If required by law, workers' compensation coverage including employees' liability coverage.
- 5.3 Additional Insurance Requirements: The policies must contain, or be endorsed to contain, the following provisions:
 - 5.3.1 Pima County, wherever additional insured status is required, will be covered to the full limits of liability purchased by Food Bank and Church, even if those limits of liability are in excess of those required by this Agreement.
 - 5.3.2 Coverage provided by the Subrecipients will not be limited to the liability assumed under the indemnification provisions of this Agreement.
 - 5.3.3 The Project Name/Agreement Number and project description must be noted on the Certificate of Insurance.
 - 5.3.4 All Certificates of Insurance are to be received and approved by Pima County before work commences.
- 5.4 Notice of Cancellation: Each insurance policy required by the insurance provisions of this Agreement must provide the required coverage and must not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days prior written notice has been given to Pima County. Such notice must be sent directly to the **Department Director, Community Development and Neighborhood Conservation, 2797 E. Ajo Way, Tucson, AZ 85713** by certified mail, return receipt requested.
- 5.5 Acceptability of Insurers: Insurance is to be placed with duly licensed or approved non-admitted insurers in the state of Arizona with an "A.M. Best" rating of not less than A- VII. The State of Arizona and County in no way warrant that the above-required minimum insurer rating is sufficient to protect the Subrecipients from potential insurer insolvency.
- 5.6 Approval and Modifications: Pima County Risk Management reserves the right to review or make modifications to the insurance limits, required coverages, or endorsements throughout the life of this contract, as deemed necessary. Such action will not require a formal Agreement amendment but may be made by administrative action.

6.0 INDEMNIFICATION

- 6.1 Both Food Bank and Church will indemnify, defend, and hold harmless County, its officers, employees and agents from and against any and all suits, actions, legal administrative proceedings, claims or demands and costs attendant thereto, arising out of any act, omission, fault or negligence by the Food Bank or Church, their agents, employees or anyone under their direction or control or on their behalf in connection with performance of this Agreement.
- 6.2 Food Bank and Church warrant that services provided under this Agreement are non-infringing. Food Bank and Church will indemnify, defend and hold County harmless from any claim of infringement

arising from services provided under this Agreement or from the provision, license, transfer or use for their intended purpose of any products provided under this Agreement.

7.0 COMPLIANCE WITH LAWS

- 7.1 Subrecipients will comply with all federal, state, and local laws, rules, regulations, standards and Executive Orders, without limitation to those designated within this Agreement. The laws and regulations of the State of Arizona will govern the rights of the parties, the performance of this Agreement, and any disputes hereunder. Any action relating to this Agreement must be brought in a court of the State of Arizona in Pima County. Any changes in the governing laws, rules, and regulations during the terms of this Agreement will apply, but do not require an amendment.
- 7.2 Subrecipients will comply with the requirements of 24 CFR 570, including subpart K of these regulations, except the Subrecipients do not assume:
 - 7.2.1 County's environmental responsibilities described in 24 CFR 570.604; and
 - 7.2.2 County's responsibility for initiating the review process under the provisions of 24 CFR Part 52.
- 7.3 Subrecipients warrant that the improvement paid for with CDBG funds and personnel employed in the administration of the program will not be used for:
 - 7.3.1 Political activities;
 - 7.3.2 Inherently religious activities;
 - 7.3.3 Lobbying;
 - 7.3.4 Political patronage; or
 - 7.3.5 Nepotism activities.
- 7.4 Subrecipients will comply with the applicable provisions of:
 - 7.4.1 Davis-Bacon Act (Public Law 107-217), as amended;
 - 7.4.2 Contract Work Hours and Safety Standards Act (40 USC 327 *et seq.*);
 - 7.4.3 Copeland Anti-Kick Back Act (18 USC 874 *et seq.*);
 - 7.4.4 Section 3 of the HUD Act of 1968 as amended; and
 - 7.4.5 All rules and regulations applicable to the Acts set forth above.
- 7.5 Subrecipients will fully cooperate with County, HUD and any other federal agency in the review and determination of compliance with the above provisions.

8.0 INDEPENDENT CONTRACTOR

The status of Food Bank and Church will be that of an independent contractor. Neither Subrecipients nor Subrecipients' officers, agents, or employees will be considered an employee of Pima County or be entitled to receive any employment-related fringe benefits under the Pima County Merit System. Subrecipients will be responsible for payment of all federal, state and local taxes associated with the compensation received pursuant to this Agreement and will indemnify and hold County harmless from any and all liability which County may incur because of Subrecipients' failure to pay such taxes. Subrecipients will be solely responsible for its program development, operation, and performance.

9.0 SUBCONTRACTORS

- 9.1 Except as provided in paragraph 10.2, Food Bank and Church will not enter into any subcontracts for any services to be performed under this Agreement without County's prior written approval of the subcontract. Subrecipients must follow all applicable Federal, State, and County rules and regulations for obtaining subcontractor services.
- 9.2 Prior written approval is not required for the purchase of supplies that are necessary and incidental to Subrecipients' performance under this Agreement.
- 9.3 Food Bank and Church will be 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 Subrecipients is responsible for the acts and omissions of persons directly employed by it. Nothing in this contract will create 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.
- 9.4 Subrecipients must include the provision set forth in paragraph 3.5 in all contracts between Subrecipients and its subcontractors providing goods or services pursuant to this Agreement. Subrecipients will be responsible for subcontractors' compliance with that provision and for any disallowances or withholding of reimbursements resulting from noncompliance of said subcontractors with the provision.

10.0 ASSIGNMENT

Neither Food Bank nor Church will assign rights to this Agreement in whole or in part, without prior written approval of the County. Approval may be withheld at the sole discretion of the County, provided that such approval will not be unreasonably withheld.

11.0 NON-DISCRIMINATION

- 11.1 Subrecipients agree to comply with all provisions and requirements of Arizona Executive Order 2009-09 including flow down of all provisions and requirements to any subcontractors.
- 11.2 During the performance of this contract, Subrecipients 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.

12.0 AMERICANS WITH DISABILITIES ACT

Subrecipients will comply with all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, including 28 CFR Parts 35 and 36. If Subrecipients are carrying out a government program or services on behalf of County, then Subrecipients will maintain accessibility to the program to the same extent and degree that would be required by the County under 28 CFR Sections 35.130, 35.133, 35.149 through 35.151, 35.160, 35.161 and 35.163. Failure to do so could result in the termination of this Agreement.

13.0 AUTHORITY TO CONTRACT

Food Bank and Church warrant their 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 Subrecipients or any third party by reason of such determination or by reason of this Agreement.

14.0 FULL AND COMPLETE PERFORMANCE

The failure of any party to insist on one or more instances upon the full and complete performance of any of the terms or conditions of this Agreement to be performed on the part of the other, or to take any action permitted as a result thereof, will not be construed as a waiver or relinquishment of the right to insist upon full and complete performance of the same, or any other covenant or condition, either in the past or in the future. The acceptance by any party of sums less than may be due and owing it at any time will not be construed as an accord and satisfaction.

15.0 CANCELLATION FOR CONFLICT OF INTEREST

- 15.1 This Agreement is subject to cancellation for conflict of interest pursuant to ARS § 38-511, the pertinent provisions of which are incorporated into this Agreement by reference.
- 15.2 Subrecipients agree to comply with all applicable conflict of interest provisions contained in Federal laws and regulations that govern the awarding agency including 24 CFR 84.42 and 570.611.

16.0 TERMINATION AND SUSPENSION

- 16.1 Termination for Convenience: County reserves the right to terminate this Agreement at any time and without cause by serving upon Subrecipients thirty (30) days advance written notice of such intent to terminate. In the event of such termination, County will have no further obligation to Subrecipients.
- 16.2 Termination for Cause: This Agreement may be terminated at any time without advance notice and without further obligation by the County when Food Bank or Church is found by County to be in default of any provision of this Agreement.
- 16.3 Non-Appropriation: Notwithstanding any other provision in this Agreement, this Agreement may be terminated 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 Subrecipients.
- 16.4 Suspension: County reserves the right to suspend Food Bank's or Church's performance under this Agreement immediately upon notice delivered to the applicable Subrecipient's designated agent in order to investigate activities and compliance with this Agreement. In the event of an investigation by County, Subrecipients 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, the applicable Subrecipient's will be notified in writing that the contract will be immediately terminated or that performance may be resumed.

17.0 NOTICE

- 17.1 Food Bank and Church 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.
- 17.2 Any notice required or permitted to be given under this Agreement must be in writing and must be served by delivery or by certified mail upon the other party as follows:

County:

Margaret Kish, Director
Pima County Community
Development & Neighborhood

Food Bank:

Michael McDonald,
President and CEO
Community Food Bank,

Church:

Ajo First Assembly of God Church
920 N. Cameron Avenue
Ajo, AZ 85321

Conservation Department
2797 E. Ajo Way
Tucson, AZ 85713

Inc.
3003 S. Country Club Rd.
Tucson, AZ 85713
Mailing Address:
P.O. Box 25727, Tucson,
AZ 85726

Mailing Address:
PO Box 730
Ajo, AZ 85321-0730

18.0 OTHER DOCUMENTS

- 18.1 In entering into this Agreement, the Parties have relied upon information provided in Food Bank's original proposal submitted in response to Pima County Solicitation identified in the recitals of this Agreement ("the RFP") and Church's assurances of food distribution operations.
- 18.2 The documents set forth in Paragraph 18.1 are hereby incorporated into and made a part of this Agreement as if set forth in full herein, to the extent not inconsistent with the provisions of this Agreement, including all exhibits. Subrecipients will promptly bring any provisions which are believed to be inconsistent to County's attention, and County will provide Subrecipients with its interpretation of the provisions in question. In the event of an irreconcilable inconsistency, the HUD regulations will govern over the conditions of this Agreement, unless otherwise required by law.

19.0 BOOKS AND RECORDS

- 19.1 Food Bank and Church will keep and maintain all records specified in 24 CFR 570.506 which are pertinent to the activities funded under this Agreement. All such records will be open for inspection and audit by duly authorized representatives of County during normal business hours. Records include, but are not limited to:
- 19.1.1 A full description of each action or activity taken to comply with this Agreement;
 - 19.1.2 Demonstration that the actions and activities meet one or more of the National Objectives of the CDBG program;
 - 19.1.3 Eligibility documentation and determination;
 - 19.1.4 Documentation of compliance with the fair housing and equal opportunity components of the CDBG program;
 - 19.1.5 Disbursements of CDBG funds, if any;
 - 19.1.6 Financial records required under 24 CFR 570.502 and 24 CFR 84.21 – 28; and
 - 19.1.7 Documentation of compliance with Subpart K of 24 CFR Part 570.
- 19.2 Food Bank and Church must retain all records pertaining to this Agreement for four (4) years after County submits the annual performance and evaluation report to HUD in which the CDBG-funded activities under this Agreement are reported on for the final time or until completion of any action and resolution of all issues which arise from any related litigation, claim, negotiations, audit or other action involving the records that was started before the expiration of the 4-year period, whichever is later.

20.0 AUDIT REQUIREMENTS

- 20.1 Subrecipients will:
- 20.1.1 Comply with the applicable provisions of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards (2 CFR Parts 200 and 2400).

- 20.1.2 Establish and maintain accounting records which identify the source and application of any funds not provided under this Agreement used to support these Agreement activities.
- 20.1.3 Ensure that all accounting records meet the requirements of the Federal, State, County, and generally accepted accounting principles laws and regulations.
- 20.1.4 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.
- 20.1.5 Assure 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 21.0, unless a different time is specified by County. The audit submitted must include Subrecipients' responses, if any, concerning any audit findings.
- 20.1.6 Pay all costs for any audit required or requested pursuant to this Section 20.0, unless the cost is allowable for payment with the grant funds provided pursuant to this Agreement under the appropriate federal or state grant law and the cost was specifically included in the Subrecipients grant budget approved by County.
- 20.2 Subrecipients status:
 - 20.2.1 If Food Bank or Church is a "nonprofit corporation" that meets the definition of "corporation" in A.R.S. §10-3140, the entity will comply with the applicable audit requirements set forth in A.R.S. § 11-624, "Audit of Non-Profit Corporations Receiving County Monies."
 - 20.2.2 If either Food Bank or Church meets or exceeds the single audit threshold set forth in 2 C.F.R. Part 200, the entity will comply with federal single audit requirements and, upon request from County, provide County with a copy of the required audit document within ninety (90) days following the end of the entity's fiscal year.
- 20.3 Subrecipients must timely submit the required or requested audit(s) to:

Denise Sauer, Contract Specialist
Pima County Community Development and Neighborhood Conservation
2797 E. Ajo Way
Tucson, AZ 85713

21.0 COPYRIGHT

Neither, Subrecipients or Owner nor their 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.

22.0 PROPERTY OF THE COUNTY

- 22.1 Neither Food Bank nor Church are the agent of County for any purpose and will not purchase any materials, equipment or supplies on the credit of County.
- 22.2 Any materials, including reports, computer programs and other deliverables, created under this Agreement are the sole property of County. Neither Food Bank nor Church are entitled to a patent or copyright on those materials and may not transfer the patent or copyright to anyone else. Neither

Food Bank and nor Church will use or release these materials without the prior written consent of County.

23.0 DISPOSAL OF PROPERTY

Termination of this Agreement will not relieve any party from liabilities or costs already incurred under this Agreement, nor affect any ownership of property pursuant to this Agreement.

24.0 COORDINATION

On matters relating to the administration of this Agreement, County will be Subrecipients' contact with all Federal, State and local agencies that provide funding for this Agreement.

25.0 PUBLIC INFORMATION

- 25.1 Pursuant to Arizona Public Records law, A.R.S. § 39-121 *et seq.*, documents submitted by Subrecipients to County may be considered public records and may be subject to release to any member of the public. Records subject to release may include, but are not limited to: pricing, product or program specifications, work plans, and any supporting data.
- 25.2 In the event that County receives a public records request pursuant to A.R.S. § 39-121 *et seq.* for documents either Food Bank or Church submitted to County, County will notify the entity on the same day the request is made or as soon as possible thereafter.
- 25.3 County will release the entity's records ten (10) business days after the date of notice to the entity, unless the entity has secured a protective order, injunctive relief or other appropriate order from a court of competent jurisdiction, enjoining the release of the records. For the purposes of this paragraph, the day of the request for release will not be counted in the time calculation.
- 25.4 County will not, under any circumstances, be responsible for securing a protective order or other relief enjoining the release of records submitted to County by either Food Bank or Church nor will County be in any way financially responsible for any costs associated with securing such an order.

26.0 ELIGIBILITY FOR PUBLIC BENEFITS

Subrecipients 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.

27.0 LEGAL ARIZONA WORKERS ACT COMPLIANCE

- 27.1 Food Bank and Church hereby warrant that they will at all times during the term of this Agreement comply with all federal immigration laws applicable to Food Bank's and Church's employment of employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Food Bank and church will further ensure that each subcontractor who performs any work under this contract likewise complies with the State and Federal Immigration Laws.
- 27.2 County will have the right at any time to inspect the books and records of Subrecipients and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.
- 27.3 Any breach of Food Bank's, Church's or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, will be deemed to be a material breach of this Agreement subjecting Food Bank or Church 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, Food Bank or Church 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, (subject to County approval if Minority and Women Business E preferences apply) as soon as possible so as not to delay project completion.

27.4 Subrecipients will advise each subcontractor of County's rights, and the Subcontractor's obligations, under this Section 27.0 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 contract 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 will be deemed to be a material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract."

27.5 Any additional costs attributable directly or indirectly to remedial action under this Section will be the responsibility of Food Bank or Church.

28.0 REMEDIES

Any 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 will be cumulative and in addition to any other right or remedy existing at law or at equity or by virtue of this Agreement.

29.0 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.

30.0 NON-EXCLUSIVE AGREEMENT

Subrecipients understand 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.

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31.0 ENTIRE AGREEMENT

31.1 This document constitutes the entire agreement between the parties pertaining to the subject matter hereof.

31.2 No verbal agreements or conversations with any officer, agent or employee of County prior to or after the execution of this Agreement will affect or modify any of the terms or obligations contained in any documents comprising this Agreement. Any such verbal agreement will be considered as unofficial information and in no way binding upon County and all prior or contemporaneous agreements and understandings, oral or written, are hereby superseded and merged herein.

31.3 This Agreement may be modified, amended, altered or extended only by a written amendment signed by the parties.

IN WITNESS THEREOF, the parties have affixed their signatures to this Agreement on the date written below.

PIMA COUNTY

Chair, Board of Supervisors

Date: _____

ATTEST

Clerk of the Board

Date: _____

APPROVED AS TO CONTENT:

Margaret M. Kane 11/10/2015
Director, Community Development
and Neighborhood Conservation *DE*

APPROVED AS TO FORM:

[Signature]
TOBIN ROSEN
FOR Karen S. Friar, Deputy County Attorney

COMMUNITY FOOD BANK OF SOUTHERN ARIZONA, INC.

[Signature]
Signature

Michael McDonald, CEO
Printed name and title

Date: 11/12/15

AJO ASSEMBLY OF GOD CHURCH

see next page for signature

Printed name and Title

Date: _____

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PIMA COUNTY

COMMUNITY FOOD BANK OF SOUTHERN ARIZONA, INC.

Chair, Board of Supervisors

Date: _____

ATTEST

Signature

Michael McDonald, CEO
Printed name and title

Date: 11/9/15

Clerk of the Board

Date: _____

APPROVED AS TO CONTENT:

Director, Community Development
and Neighborhood Conservation

APPROVED AS TO FORM:

FOR Karen S. Friar, Deputy County Attorney

AJO ASSEMBLY OF GOD CHURCH

Jesse Vasquez Interim Pastor

Printed name and Title

Jesse Vasquez Interim Pastor

Printed name and Title

Date: 11/04/15

EXHIBIT A

SCOPE OF WORK

1. Project Title and Location:

Food distribution activities for low-income residents in and around Ajo, Arizona to be conducted at the Ajo First Assembly of God Church located at 920 N. Cameron Avenue in Ajo, AZ 85321 ("the Facility"). Ownership of a walk-in cooler ("the Ajo Cooler") will be transferred from Community Food Bank of Southern Arizona, Inc. to Ajo First Assembly of God Church for use in the food distribution operations.

2. Project Purpose:

Transfer of ownership and operations of the Ajo cooler to continue food distribution services in and around Ajo, Arizona for the full length of the HUD National Objective retention period associated with the purchase of the Ajo cooler with CDBG funds ("the Project").

3. Project Activities:

3.1. Food Bank will:

- 3.1.1. Facilitate and assist with moving the Ajo cooler from the Pima County property and installing it at the Facility.
- 3.1.2. If applicable, procure licensed contractors in accordance with Pima County Procurement Code and Federal labor standards provisions including Davis-Bacon wage and reporting requirements and any other HUD related regulations.
- 3.1.3. Obtain all required State and local permits for the Project.
- 3.1.4. Repair the Ajo cooler and insure that it is in proper working order.
- 3.1.5. Schedule, oversee, manage and inspect the Project throughout all phases of moving, installation and repair ("the improvements").
- 3.1.6. Secure all funds needed to complete the improvements from other sources.
- 3.1.7. Disperse payments to contractors retained to perform work and retain copies of all disbursements made.
- 3.1.8. Retain copies of all executed contracts for scope of work, change orders, on-site inspections and sign-off on renovation work and final inspections.
- 3.1.9. Promote activities held at the Facility, to ensure community awareness and participation.
- 3.1.10. Ensure Church has policies and procedures in place to determine eligibility of recipients, frequency of food distribution and food quantities consistent with Food Bank programing.
- 3.1.11. Ensure Church personnel and volunteers are adequately trained.
- 3.1.12. Ensure health and safety requirements are met.
- 3.1.13. Conduct on-site monitoring and program inspections on a regular basis.
- 3.1.14. Provide technical assistance and guidance to Church, as needed for effective and efficient food distribution services.

3.2. Church will:

- 3.2.1. Retain title to and operate the Ajo cooler at the Facility to serve low-to moderate-income residents in the Ajo area for a minimum of one (1) year after the Ajo cooler is installed and operational at the Facility.
- 3.2.2. Maintain, and, as necessary, repair the Ajo Cooler to ensure food safety, and prevent equipment break-down and deterioration.
- 3.2.3. Adhere to policies and procedures to document client eligibility and food distribution rules and guidelines in accordance with the Food Bank policies and programming.
- 3.2.4. Maintain records that can be monitored by Food Bank, as requested.
- 3.2.5. Provide training for staff and volunteers.
- 3.2.6. Adhere to applicable local, state and federal health and safety requirements.
- 3.2.7. Provide the Food Bank with a written report about operations and services provided every 6 months.
- 3.2.8. Provide notice to the Food Bank regarding any anticipated disruption food distribution services.
- 3.2.9. Not assign, lease, sell, or otherwise dispose of the Ajo cooler without approval from the Food Bank and County.
- 3.2.10. Provide and promote activities at the Facility, including, but not limited to:
 - 3.2.10.1. Receipt and distribution of food and household supplies;
 - 3.2.10.2. Farmers market for local growers and artisans; and
 - 3.2.10.3. Coordination with Ajo Regional Food Partnership, as applicable.

3.3. COUNTY will:

- 3.3.1. Monitor and support Food Bank and Church activities.
- 3.3.2. When the Ajo cooler is operational and utilized for food distribution activities for a period of one (1) year, notify Food Bank it has satisfied the required retention period and CDBG National Objective for the Project.

4. Project goal/predicted outcomes:

- 4.1. Goal: To provide a more suitable living environment by improving and increasing the quality of neighborhood public facilities.
- 4.2. Predicted outcomes: Residents in Ajo and the surrounding area will have increased access to food distribution services for low income individuals and families.

5. Public benefit – CDBG National Objective and Eligible Activity:

Provision of food distribution services will satisfy the CDBG National Objective to provide public facility improvements that will benefit low-to moderate income-persons in the Ajo Community Development Target Area.

6. Metrics available to measure performance:

At least **4,435 individuals per year** will receive food distribution services provided at the Facility..