



BOARD OF SUPERVISORS AGENDA ITEM REPORT
AWARDS / CONTRACTS / GRANTS

☐ Award ☒ Contract ☒ Grant

Requested Board Meeting Date: 2/15/2022
or Procurement Director Award: ☐

* = Mandatory, information must be provided

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

Arizona Food Bank Network (AzFBN)

***Project Title/Description:**

Food Bank Assistance Program

***Purpose:**

AzFBN to research system-use and administer a grant assistance program for foodbanks serving Pima County residents responding to the increased demand due to the impact of COVID-19.

***Procurement Method:**

This grant agreement is a non-procurement contract and not subject to Procurement rules.

***Program Goals/Predicted Outcomes:**

Through competitive grant-making, AzFBN will review grant applications, administer grants to qualified agencies, and distribute up to \$550,000 on behalf of County to food banks and partner agencies serving Pima County residents. AzFBN will use no greater than \$50,000 for the research and client data compilation and analysis to determine demographic and socioeconomic information of food bank users, the barriers to Link2Feed participation, and support system users.

***Public Benefit:**

Responding to the negative impacts of COVID-19 public health emergency by providing food security assistance to households throughout Pima County.

***Metrics Available to Measure Performance:**

Actual or estimated pounds of food provided to the agency to distribute food to insecure persons and actual or estimated number of food insecure persons and households served. Demographic and socioeconomic information for food bank users. Quarterly expenditure and performance reports indicating use of funds by category and performance metric data. Final report to County to include applicants and recipients by category, amounts awarded, primary purpose of award, and scores on performance metrics.

***Retroactive:**

Yes, January 1, 2022 through December 31, 2022. The recommended revised Pima County Spending Plan for ARPA CSLFRF was approved by BOS on 12/21 which included the new project of Food Security.

FILED 09:22 AM 02/08/22 PCD/KOF/DD

TO: COB 2-9-2022 (1)

Vers.: 1

Pgs.: 23

DMT Approved
Jm 2/8/22

02-08 '22 PM01:51

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: CT Department Code: GMI Contract Number (i.e., 15-123): 22-0250
 Commencement Date: 01/01/2022 Termination Date: 12/31/2022 Prior Contract Number (Synergen/CMS): N/A
☒ Expense Amount \$ 600,000.00 * ☐ Revenue Amount: \$ _____

U.S. Department of Treasury

***Funding Source(s) required:** American Rescue Plan Act Coronavirus State & Local Fiscal Recovery Funds

Funding from General Fund? ☐ Yes ☒ No If Yes \$ _____ % _____

Contract is fully or partially funded with Federal Funds? ☒ Yes ☐ No

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

Were insurance or indemnity clauses modified? ☐ Yes ☒ No
 If Yes, attach Risk's approval.

Vendor is using a Social Security Number? ☐ Yes ☒ No
 If Yes, attach the required form per Administrative Procedure 22-10.

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 \$ _____ % _____

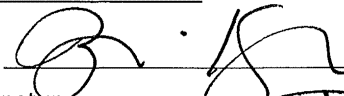
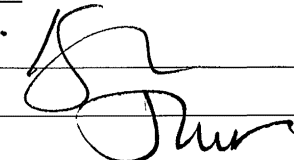
***Funding Source:** _____

***If Federal funds are received, is funding coming directly from the Federal government or passed through other organization(s)?**

Contact: Melissa Molina

Department: Grants Management & Innovation

Telephone: 520.724.8562

Department Director Signature:  Date: 2/4/22
 Deputy County Administrator Signature:  Date: _____
 County Administrator Signature: _____ Date: 2/7/2022

| | | | | |
|--|---|---|--------------------------------|--|
| Pima County Department of Grants Management & Innovation (GMI) | | | | |
| Project: Food Bank Assistance Program | | | | |
| Subrecipient: Arizona Food Bank Network (AzFBN) | | | | |
| Amount: \$600,000.00 | | | | |
| Contract No.: CT-GMI-22*0250 | | | | |
| Funding: U.S. Department of Treasury, American Rescue Plan Act- Coronavirus State & Local Fiscal Recovery Funds | | | | |
| DUNS No.: 182587451 | | | | |
| Research or Development: | | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | | |
| Federal Contract No.: N/A | | | | |
| Required Match: | | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | | Match Amount: N/A |
| Indirect Cost Rate: | | <input type="checkbox"/> Federal | <input type="checkbox"/> NICRA | <input type="checkbox"/> de minimis <input checked="" type="checkbox"/> None |
| Status of Agency: | | <input checked="" type="checkbox"/> Subrecipient | | <input type="checkbox"/> Contractor |
| CFDA | Program Description | National Funding | Pima County Award | FAIN |
| 21.027 | American Rescue Plan Act- Coronavirus State & Local Fiscal Recovery Funds | \$350,000,000,000 | FY 21 \$101,710,834.00 | SLFRP0180 |

FEDERAL FINANCIAL ASSISTANCE SUBAWARD

1. Parties, Authority, and Background.

- 1.1. **Parties.** This Federal Financial Assistance Subaward ("Agreement") is between Pima County, a body politic and corporate of the State of Arizona ("County"), and Arizona Food Bank Network, a non-profit corporation ("Subrecipient").
- 1.2. **Authority.** County received the first tranche of Coronavirus State & Local Fiscal Recovery Funds (CSLFRF) funding in the amount of \$101,710,834.00, from the U.S. Department of the Treasury ("Treasury") as part of the American Rescue Plan Act ("ARPA"), signed by President Biden on March 11, 2021 (American Rescue Plan Act of 2021, sec. 9901, Pub. L. 117-2, codified as 42 U.S.C 802, *et seq.*) Treasury issued CSLFRF the Interim Final Rule for State, Territorial, Local, and Tribal Governments (the "IFR") on May 17, 2021, codified at 31 C.F.R. Part 35. Treasury also published CSLFRF Frequently Asked Questions ("FAQs") that were last updated on July 19, 2021, that set forth Treasury's interpretation of the CSLFRF's provisions for the use of funds. County is authorized by 31 C.F.R. §35.6 (7) and (8) to use funds for programs that address or mitigate the impacts of the COVID-19 public health emergency on non-profits and households. County is also authorized by A.R.S. §§ 11-254.04 to spend

public monies to improve and enhance the economic welfare and health of the inhabitants of the County.

- 1.3. **Background.** On August 10, 2021 the Pima County Board of Supervisors approved the Pima County Recovery Plan Recommendations and Allowability Analysis: American Rescue Plan Act (ARPA) Federal Direct Allocation Award – Coronavirus Local Fiscal Recovery Fund (CLFRF). The primary role of ARPA/CLFRF is address the ongoing needs of local governments to respond to the public health emergency caused by COVID-19. As such allowable activities/expenditures are focused on supporting the ability to “bring the pandemic under control” (p. 26787, Section I.B. (Background Information/*The Statue and Interim Final Rule*) Interim Final Rule, *Federal Register*, Vol. 86, No. 93. May 17, 2021, Rules and Regulations). The allowable activities under this stated purpose are fairly broad, but all activities must be either direct or indirect impacts of the pandemic. Additionally, there is recognition in ARPA/CLFRF of the disparate impacts of COVID-19 on low- to moderate-income communities and people of color, communities that face systemic public health and economic challenges (p. 26788, Section I.B. (Background Information/*The Statue and Interim Final Rule*) Interim Final Rule, *Federal Register*, Vol. 86, No. 93. May 17, 2021, Rules and Regulations). Allowable activities include those that respond to the negative economic impacts experienced by individuals, households, business and governments. Responding to the negative economic impacts of COVID-19 public health emergency includes assistance to nonprofit organizations and assistance to households. As such, ARPA/CLFRF funding has been allocated to support food banks serving Pima County residents responding to increased demand due to the impact of COVID-19.
2. **Term.** The term of this Agreement commences on January 1, 2022 and will terminate on December 31, 2022. If the commencement date of the 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. The term of this Agreement will survive and remain in effect during any period that Subrecipient has control over any funds provided under this Agreement, including program income.
3. **Scope of Services.** Subrecipient will provide County with the services described in **Exhibit A** (3 pages). Subrecipient will also undertake the same obligations to the County, as the County does to Treasury. Subrecipient will hold County harmless against any injury that County may suffer with respect to Treasury because of any failure on the part of Subrecipient to fulfill obligations to Treasury. Subrecipient will employ suitably trained and skilled personnel to perform all services under this Agreement. Unless otherwise provided for herein, the personnel delivering services pursuant to this Agreement will: (1) be employees or volunteers of the Subrecipient; (2) satisfy any qualifications in this Agreement; and (3) be covered by personnel policies and practices of Subrecipient. Subrecipient will maintain an accounting manual that describes its financial procedures in sufficient detail to ensure that its financial practices are easily understood.
4. **Monitoring and Evaluation.**
 - 4.1. County will monitor Subrecipient’s activities and information sources in the management, fiscal, and services systems of Subrecipient and any subcontracted parties relating to performance of duties and obligations under this Agreement to

ensure that Subrecipient is uses the funding as allowed by the CSLFRF. Monitoring may include making sure Subrecipient is:

- 4.1.1. Making adequate and acceptable progress in the provision of services;
 - 4.1.2. Maintaining adequate and acceptable systems to document services and expenditures; and
 - 4.1.3. Using the funds provided pursuant to this Agreement effectively and efficiently to accomplish the purposes for which funds were made available.
- 4.2. Subrecipient must cooperate in County's monitoring and evaluation process and in any monitoring or oversight by Treasury's Inspector General. To the greatest extent permissible by law, and in addition to the provisions below in Section 6, Audit, and Section 24, Books and Records, County, and any authorized federal, state or local agency, including, but not limited to, the U.S. Department of the Treasury and the Comptroller of the United States, will at all reasonable times have the right of access to Subrecipient's facilities. Subrecipient must assist County in providing reports and documentation related to Subrecipient's performance and, where applicable, the impact of the CSLFRF-funded activities on the community. If County finds that Subrecipient's performance is inconsistent with CSLFRF or the with 2 C.F.R. Part 200, Subrecipient will be in default of this Agreement. If Subrecipient fails to take appropriate actions to correct the default within 15 calendar days from date of notice, this Agreement may be suspended or terminated.

5. **Compensation and Payment.**

- 5.1. **Not-to-Exceed Amount.** County may pay Subrecipient up to **\$600,000.00** (the "Not to Exceed or NTE Amount"). Subrecipient may not provide any services, payment for which will cause County's total payment under this Agreement to exceed the NTE Amount. If Subrecipient does so, it is at Subrecipient's own risk.
- 5.2. **Budget.** Subrecipient will be paid on a cost reimbursement basis in accordance with the Budget in **Exhibit A**.
- 5.3. **Sales Taxes.** The payment amounts or rates in **Exhibit A** do not include sales taxes. Subrecipient may include sales taxes that Subrecipient is required to pay under this Subaward. Subrecipient will show sales taxes as a separate line item on invoices.
- 5.4. **Use of Funds.** Subrecipient understands and agrees that the funds disbursed under this award may only be used in compliance with section 603(c) of the Social Security Act (the Act), Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing. Subrecipient will undertake the same obligations to County, as County does to Treasury. Subrecipient will hold County harmless against any injury that County may suffer with respect to Treasury due to any failure on the part of Subrecipient to fulfill its obligations. Subrecipient is responsible for being informed of all updates issued to regulations, frequently asked questions and compliance and reporting guidance.
- 5.5. **Timing of Invoices.** Subrecipient will invoice County on a monthly basis as set forth in **Exhibit B** (1 page). County must receive invoices no more than 30 days after the end of the billing period in which Subrecipient delivered the invoiced products or

services to County. County may refuse to pay for any product or service for which Subrecipient does not timely invoice the County.

- 5.6. **Content of Invoices.** Subrecipient will include detailed documentation in support of its invoices and assign each amount billed to an appropriate line item in **Exhibit A**. Each monthly request for reimbursement must have a unique invoice identifier and include this Agreement number. The person(s) that prepared the invoice and an authorized manager, supervisor or executive of the Subrecipient must approve and sign each invoice to insure proper internal financial controls. In addition, each invoice must be for costs identified in **Exhibit A**. Subrecipient must provide the following documentation with each Invoice:
- 5.6.1. A summary report of monthly expenditures by expense categories as shown in approved budget in **Exhibit A**.
 - 5.6.2. Copies of invoices and checks (front and back) to support all purchases of goods or services.
 - 5.6.3. Copies of timesheets that account for 100% of each employee's time and effort, that are signed by the employee and by a supervisor with direct knowledge of the employee's work effort for all personnel expenditures.
 - 5.6.4. If reimbursement is authorized for travel and incidental expenses, detailed travel reports to support all travel expenses.
 - 5.6.5. A signed copy of the Financial Status Report and Request for Funds on the form provided by County similar to the form in **Exhibit B**.
 - 5.6.6. Any other documentation requested by County.
- 5.7. Subrecipient may request changes of no more than 10% to line items in the budget in **Exhibit A** provided that the changes do not increase or decrease the NTE amount. Subrecipient must submit a written request for the line item changes. Subrecipient's written request must explain in detail why the request is necessary and how Subrecipient will continue to meet the specific purpose, program(s), metrics, or outcomes in this Agreement despite the requested changes. The requested changes must be for future expenditures. The changes may not be to cover unbudgeted expenditures incurred by Subrecipient prior to receiving the written approval for a line item change. County's Director of Grants Management & Innovation or designee has authority to approve any such changes. If the Director of Grants Management & Innovation 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 included in the written approval provided to Subrecipient.
- 5.8. **Payments to Subrecipient.** No payments will be made to Subrecipient, until: (1) Subrecipient has completed and submitted a W-9 Taxpayer Identification Number form; (2) Subrecipient has registered as a Pima County Vendor through the Pima County Procurement website; (3) Subrecipient is currently registered on SAM.gov; (4) this Agreement is fully executed; and (5) adequate and accurate documentation is provided with each request for payment or invoice. County will determine the acceptability and progress of work performed and determine the resulting entitlement to of each request for reimbursement. County may also liquidate funds available under this Agreement for costs incurred by County on behalf of Subrecipient, with a 30-day notification to Subrecipient. County may at any time question any payment to Subrecipient. If County

raises a question about the propriety of a past payment, Subrecipient will cooperate with County in reviewing the payment. County may set-off any overpayment against amounts due to Subrecipient under this or any other Agreement between County and Subrecipient. Subrecipient will promptly pay to County any overpayment that County cannot recover by set-off. Subrecipient must also provide copies of the Subrecipient Core Documents in **Exhibit C** (2 pages) before County will disburse any funds to Subrecipient.

- 5.9. **Final Payment.** Subrecipient must submit its request for final payment for compensation earned and/or eligible costs incurred to the County within 15 calendar days after the end of the contract term. The request must meet the requirements set forth in Paragraph 5.6 above and include a report summarizing Subrecipient's performance during the term of the Agreement. County may deny any request for reimbursement received after January 15, 2023.

6. **Audit Requirements.**

- 6.1. Subrecipient will comply with the Audit Requirements for Federal Awards in 2 CFR Part 200, Subpart F. In addition, Subrecipient will establish and maintain a separate, identifiable accounting of all funds provided by County under this Agreement. The accounting must record all expenditures which are used to support invoices and requests for payment from County. Subrecipient will also establish and maintain accounting records which identify the source and application of any funds not provided under this Agreement used to support these activities and ensure that all accounting records meet Federal, State, and County requirements and generally accepted accounting principles laws and regulations. Upon written notice from County, Subrecipient will provide County a program-specific or financial audit. The 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. Subrecipient will ensure that any audit conducted pursuant to this Agreement is performed by a qualified, independent accounting firm and will be submitted to County within six months of completion of the audit required pursuant to this Section 6, unless a different time is specified by County. The audit submitted must include Subrecipient responses, if any, concerning any audit findings. Subrecipient is responsible for all costs for any audit required or requested pursuant to this Section 6.
- 6.2. If Subrecipient is a "nonprofit corporation" that meets the definition of "corporation" in A.R.S. 10-3140, Subrecipient will comply with the applicable audit requirements set forth in A.R.S. 11-624, "Audit of Non-Profit Corporations Receiving County Monies." If Subrecipient meets or exceeds the single audit threshold set forth in 2 C.F.R. Part 200, Subrecipient will comply with federal single audit requirements and, upon request from County, provide County with a copy of the required audit document within thirty (30) days following the completion of the most recent audit. Subrecipient must timely submit the required or requested audit(s) to:

Pima County Grants Management and Innovation
130 West Congress St, 3rd floor
Tucson, Arizona 85701

7. **False Statements.** Subrecipient understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or

administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.

8. **Insurance.** Subrecipient 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 Subrecipient’s indemnity obligations under this Agreement. The County in no way warrants that the required insurance is sufficient to protect the Subrecipient for liabilities that may arise from or relate to this Agreement. If necessary, Subrecipient may obtain commercial umbrella or excess insurance to satisfy the Insurance Requirements.

- 8.1. **Insurance Coverages and Limits:** Subrecipient 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.

- 8.1.1. **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. Any standard coverages excluded from the CGL policy, such as products/completed operations, etc. shall be covered by endorsement or separate policy and documented on the Certificates of Insurance.

- 8.1.2. **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.

- 8.1.3. **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.

- 8.1.4. **Professional Liability (E & O) Insurance** – This insurance is required for work from professionals whose coverage is excluded from the above CGL policy. The policy limits shall be not less than \$2,000,000 Each Claim and \$2,000,000 Annual Aggregate. The insurance shall cover professional misconduct or negligent acts of anyone performing any services under this Agreement.

8.2. **Additional Coverage Requirements:**

- 8.2.1. **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 Subrecipient must maintain such coverage for a period of not less than three (3) years following Agreement expiration, termination or cancellation.

- 8.2.2. **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 Subrecipient.
- 8.2.3. **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 Subrecipient.
- 8.2.4. **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.
- 8.2.5. The Required Insurance policies may not obligate County to pay any portion of Subrecipient's deductible or Self Insurance Retention (SIR).
- 8.2.6. **Subcontractors:** Subrecipient 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, Subrecipient must furnish, if requested by County, appropriate insurance certificates for each subcontractor. Subrecipient must obtain County's approval of any subcontractor request to modify the Insurance Requirements as to that subcontractor.
- 8.3. **Notice of Cancellation:**
Subrecipient must notify County, within two business days of Subrecipient'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 contract number and project description.
- 8.4. **Verification of Coverage:**
 - 8.4.1. Subrecipient 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 contract number and project description. Each certificate must be signed by an authorized representative of the insurer.
 - 8.4.2. County may at any time require Subrecipient to provide a complete copy of any Required Insurance policy or endorsement. Note: Subrecipients for larger projects must provide actual copies of the additional insured and subrogation endorsements.
 - 8.4.3. Subrecipient 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. Subrecipient 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.

8.4.4. All insurance certificates must be sent directly to the appropriate County Department.

8.5. 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 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 Subrecipient, its insurance broker(s) and/or insurer(s), constitutes a waiver of any of the Insurance Requirements.

9. **Indemnification.** To the fullest extent permitted by law, Subrecipient 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 Subrecipient or any of Subrecipient'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 Subrecipient 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 Subrecipient from and against any and all Claims. Subrecipient 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.

10. Laws and Regulations.

10.1. **Compliance with Laws.** In addition to the specific requirements in **Exhibit D** (4 pages), Subrecipient will comply with all federal, state, and local laws, rules, regulations, standards and Executive Orders and Subrecipient will require such compliance by other parties in any agreements it enters into relating to this Agreement.

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

10.3. **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.

10.4. **Domestic Preference for Procurements.** As specified in 2 C.F.R. § 200.322, as appropriate and to the extent consistent with law, Subrecipient will, to the greatest

extent practicable under Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement and other manufactured products). The requirements of this section must be included in all sub-awards including all contracts and purchase orders for work or products under this award.

- 10.5. **Telecom Prohibition.** Subrecipient will comply, as applicable, with requirements of the prohibition on certain telecommunications and video surveillance services or equipment as specified in 2 C.F.R. § 200.216.
- 10.6. **Environmental Laws.** Subrecipient will comply with all applicable standards, orders or regulations issued under the Clean Air Act (42 USC7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387) as amended (Contracts and subgrants in excess of \$150,000).
11. **Independent Contractor.** Subrecipient is an independent contractor. Neither Subrecipient, nor any of Subrecipient'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. Subrecipient is responsible for paying all federal, state and local taxes on the compensation received by Subrecipient under this Agreement and will indemnify and hold County harmless from any and all liability that County may incur because of Subrecipient's failure to pay such taxes.
12. **Sub-subrecipients.** Subrecipient will not enter into any subawards for any services to be performed under this Agreement without County's prior written approval of the subaward. Prior written approval from County is not required for the purchase of supplies that are necessary and incidental to Subrecipient's performance under this Agreement. Subrecipient is fully responsible for all acts and omissions of any sub-subrecipients, and of persons directly or indirectly employed by any sub-subrecipients, and of persons for whose acts any of them may be liable, to the same extent that the Subrecipient 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 sub-subrecipient, except as may be required by law. Subrecipient must follow all applicable Federal, State, and County rules and regulations for obtaining sub-subrecipients. Subrecipient must include the provisions in **Exhibit D** in all agreements between Subrecipient and its subrecipients providing goods or services pursuant to this Agreement. Subrecipient is responsible for sub-subrecipients' compliance with the provisions in **Exhibit D** and for any disallowances or withholding of reimbursements resulting from noncompliance of any subrecipients with **Exhibit D**.
13. **Non-Discrimination.** Subrecipient 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, Subrecipient 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. **Assignment.** Subrecipient 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.

15. **Authority to Contract.** Subrecipient 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 Subrecipient 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 Subrecipient, in writing, at least 30 days before the effective date of the termination. In the event of such termination, County's only obligation to Subrecipient 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 Subrecipient 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 Subrecipient, other than to pay for services rendered prior to termination.
19. **Notice.** 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: | Subrecipient: |
| Regina Kelly | Angie Rodgers |
| Director | President and CEO |
| Grant Management & Innovation | Arizona Food Bank Network |
| 130 W Congress Street, 3 rd Floor | 340 E Coronado Road, Suite 400 |
| Tucson, AZ 85701 | Phoenix, AZ 85004-1524 |
| <u>Regina.Kelly@pima.gov</u> | <u>Angie@azfoodbanks.org</u> |
| 520.724.6679 | 602.528.3434 |
20. **Non-Exclusive Contract.** Subrecipient 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.

21. **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.
22. **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.
23. **Books and Records.** Subrecipient must 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, and any authorized federal, state or local agency, including, but not limited to, the U.S. Department of the Treasury and the Comptroller of the United States. In addition, Subrecipient will retain all records relating to this Agreement for at least five years after Subrecipient submits its single or last Expenditure Report 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 five-year period, whichever is later.
24. **Public Records.**
- 24.1. **Disclosure.** Pursuant to A.R.S. § 39-121 et seq., this Agreement and all documents related to this Agreement are public records. As such, those documents are subject to release and/or review by the general public upon request, including competitors.
- 24.2. **Records Marked Confidential; Notice and Protective Order.** If Subrecipient reasonably believes any records that it submits to County contain proprietary, trade-secret or otherwise-confidential information, Subrecipient must prominently mark those records "CONFIDENTIAL." In the event a public-records request is submitted to County for records marked CONFIDENTIAL, County will notify Subrecipient of the request as soon as reasonably possible. County will release the records 10 business days after the date of that notice, unless Subrecipient 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.
25. **Other Documents.** In entering into this Agreement, Subrecipient and County have relied upon information provided in the U.S. Treasury issued interim Final Rule for State, Territorial, Local, and Tribal Governments, FAQs and Reporting Guidance. All available for review at <https://home.treasury.gov/policy-issues/coronavirus/assistance-for-state-local-and-tribal-governments/state-and-local-fiscal-recovery-funds>, which are incorporated into this Agreement to the extent not inconsistent with the provisions of this Agreement, including all exhibits. Subrecipient will promptly bring any provisions which Subrecipient believes are inconsistent to County's attention, and County will provide Subrecipient with its interpretation of the provisions in question. In the event of an irreconcilable inconsistency, the provisions of the awarding agency documents will govern over the conditions of this Agreement, unless otherwise required by law.
26. **Legal Arizona Workers Act Compliance.**

26.1. **Compliance with Immigration Laws.** Subrecipient 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"). Subrecipient will further ensure that each subcontractor who performs any work for Subrecipient under this Agreement likewise complies with the State and Federal Immigration Laws.

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

26.3. **Remedies for Breach of Warranty.** Any breach of Subrecipient'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 Subrecipient 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, Subrecipient 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 Subrecipient.

26.4. **Subcontractors.** Subrecipient 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 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 is a material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract."

27. **Israel Boycott Certification.** Pursuant to A.R.S. § 35-393.01, if Subrecipient engages in for-profit activity and has 10 or more employees, and if this Agreement has a value of \$100,000.00 or more, Subrecipient 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.

28. **Amendment.** The parties may modify, amend, alter or extend this Agreement up to three (3) times only by a written amendment signed by the parties and, where applicable, by the Federal sponsoring agency, before any services under the amendment commences. Minor modifications may be made by written memorandum approved and signed by the Director of the Grants Management & Innovation Department or designee. Minor modifications are changes in the scope, 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 County under this Agreement.

29. **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.
30. **Effective Date.** This Agreement will become effective when all parties have signed it. The effective date of the Agreement will be the date this Agreement is signed by the last party as indicated by the date associated with that party's signature.

PIMA COUNTY

Chair, Board of Supervisors

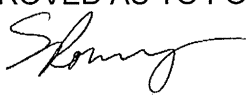
Date

ATTEST

Clerk of the Board

Date

APPROVED AS TO FORM

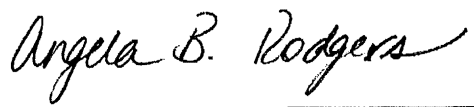


Deputy County Attorney

Stacey Roseberry

Print DCA Name

SUBRECIPIENT



Authorized Officer Signature

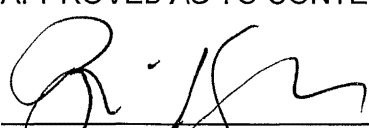
Angela Rodgers, President and CEO

Printed Name and Title

2-4-22

Date

APPROVED AS TO CONTENT



Department Head

2/4/22

Date

Exhibit A (3 pages)
Scope of Services

- 1. Purpose:** Subrecipient to research system-use and administer a grant assistance program for food banks serving Pima County residents responding to increased demand due to the impact of COVID-19.
- 2. Program Services:**
 - 2.1. Subrecipient shall review applications, administer grants to qualified agencies, and distribute up to \$550,000.00 on behalf of County to food banks and partner agencies serving Pima County residents. The funding shall be distributed in the following categories:
 - 2.1.1. Grants to member agencies to provide operational and capital grants to distribute shelf stable food and fresh food to meet the increased demand resulting from the impact of the COVID-19 pandemic. These funds will be distributed through at least one round of competitive grant-making.
 - 2.1.2. Grant to AzFBN regional member food bank Community Food Bank of Southern Arizona (CFBSA) for distribution of federal commodities, grocery donations, and fresh produce to both food insecure populations and agencies critical to serving food insecure populations.
 - 2.1.3. Grant funds will be distributed as stated above in 2.1.1. and 2.1.2. based on applications received and agency need.
 - 2.2. Subrecipient shall use no greater than \$50,000.00 for the research and client data compilation and analysis to determine demographic and socioeconomic information of food bank users, the barriers to Link2Feed participation, and support system users.
 - 2.3. Subrecipient shall receive and review grant applications submittals using the following Eligibility Criteria:
 - 2.3.1. Applicant Agency required to be in good standing, as defined by AzFBN, with AzFBN member food bank in Pima County – Community Food Bank of Southern Arizona (CFBSA).
 - 2.3.2. Applicant Agency required to serve residents of Pima County.
 - 2.3.3. Applicant Agency certifies that from receipt to storage to distribution all food will be handled safely and at the required temperatures at all time as required by all federal, state or local regulations.
 - 2.3.4. Applicant Agency certifies that agency staff have received food safety training before working under this Agreement.
 - 2.3.5. Applicant Agency certifies that it will not sell food or exchange food for goods or services.
 - 2.3.6. Applicant Agency certifies that it will not engage in discrimination and will distribute food equitably.
 - 2.3.7. Applicant Agency certifies that civil rights training will be conducted and not to proselytize to clients in order to receive food.
 - 2.4. Applications shall be accepted on a rolling basis until such time all funds have been expended or December 15, 2022, whichever comes first.
 - 2.5. Upon review of applications and on a schedule as agreed upon by both parties, Subrecipient shall provide the County for final review and acceptance a list of applicants

and recommended grant recipients by funding category with the potential award amount and primary purpose of award.

- 2.6. Subrecipient shall distribute funds to qualified and approved grant applicants in a net 10 days following final approval and signed grant agreement.
- 2.7. Subrecipient shall track and record funds distributed to grant recipients separate from other sources of funding the Subrecipient may provide to the same grant recipient.
- 2.8. Collection and retention of all required documents from grantee; assessment of reports for deficiencies and contact agencies to have these deficiencies remedied. All records received by Subrecipient for the Program will be provided to County no later than January 31, 2023.
- 2.9. Any funds not disbursed by Subrecipient by December 31, 2022 shall be returned to County no later than January 31, 2023. Similarly, if any grantee fails to cash a check or otherwise returns funds to Subrecipient, such funds shall be returned to County no later than January 31, 2023.

3. Program Provisions for Awarded Agencies:

- 3.1. Any grant funds spent on capital equipment and/or asset purchases of \$5,000 or more must have documentation of receiving three (3) quotes prior to purchase. Capital purchases require written justification as to how it is needed due to COVID-19.
- 3.2. Funds cannot be used to pay any taxes or utility costs issued by a government entity.
- 3.3. Awarded agencies must provide AzFBN with monthly reports with the following performance data:
 - 3.3.1. Actual or estimated (if actual is not feasible) pounds of food provided to the agency to distribute to food insecure persons; and
 - 3.3.2. Actual or estimated (if actual is not feasible) number of food insecure persons and households served.
- 3.4. Awarded agencies must provide AzFBN with a final report and attestation that all funds were expended.
- 3.5. No funds can be used for an agency's activities prior to the date of AzFBN's grant to an awarded agency.
- 3.6. Any funds not disbursed and/or expended by grantees must be returned to AzFBN by January 15, 2023.

4. Reporting and Retention Requirements:

- 4.1. Subrecipient shall provide the County a monthly report to include the following:
 - 4.1.1. Actual or estimated (if actual is not feasible) pounds of food provided to the agency to distribute to food insecure persons; and
 - 4.1.2. Actual or estimated (if actual is not feasible) number of food insecure persons and households served.
- 4.2. After completion of the activities referenced directly above in 2.2, Subrecipient shall provide a summary of the analysis which includes but is not limited to:
 - 4.2.1. Demographic and socioeconomic information of food bank users; and
 - 4.2.2. List of barriers to Link2Feed participation; and
 - 4.2.3. Details of the support provided to system users.
- 4.3. Expenditure and Performance Reporting shall be submitted as follows:
 - 4.3.1. Quarterly Expenditure and Performance Reports indicating use of funds by category and performance metric data.

- 4.3.2. Quarterly Expenditure and Performance Reports will cover periods from (Q1) January 1 to March 31, (Q2) April 1 to June 30, (Q3) July 1 to September 30, and (Q4) October 1 to December 31.
- 4.3.3. Quarterly reports will be due no later than 30 days after the last day of the quarter.
- 4.3.4. A final report to County no later than January 31, 2023 reflecting all required data, including but not limited to: applicants and recipients by category, amounts awarded, primary purpose of award, and scores on performance metrics. In addition, include information regarding any funds not disbursed or otherwise returned and reverted to County.
- 4.3.5. Maintain all records listed in Section 4 for a period of five years after final payment is received under this contract.
- 4.4. All reporting provisions will survive termination of this Agreement.

5. Budget:

| Budget Line Item | Amount |
|-------------------------|---------------------|
| Agency Grants | \$500,000.00 |
| Grant to CFBSA | \$50,000.00 |
| System-use research | \$50,000.00 |
| Total | \$600,000.00 |

The above budget reflects only the funding under this Agreement.

END OF EXHIBIT A

EXHIBIT C (2 Pages)
Subrecipient Core Documents

All Subrecipients are required to submit the following agency core documents to the County within 30 days of approval of this Agreement:

1. Audited Financial Statement(s)(most current)
2. Single Audit (in accordance with per 2 CFR Part 200.331(f) and Part 200.501(a) Audit requirement(s). 2 CFR Part 200.501 Audit Requirements:
 - a. Non-Federal entities that expend \$750,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single or program-specific audit conducted for that year in accordance with the provisions of this part.
3. Organizational Charts
4. Chart of Accounts with Cost Centers
5. Internal Control Procedure(s) including but not limited to:
 - a. Procurement/Purchasing Policy(ies)
 - b. Procedure for budgeting grants
 - c. Personnel Policies
 - d. Drug-free Workplace Policy
 - e. Code of Conduct
 - f. Conflict of Interest
 - g. Whistle Blower Protection
 - h. Employee Travel
6. The following administrative and/or financial management procedures for administering federal grants including but not limited to:
 - a. Cost Allocation Plan
 - b. Cash Management Procedure(s)
 - c. Methodology for reporting accrued expenditures for Pima County contracts
 - d. Financial Management Systems
 - e. Determination of Allowable costs
 - f. Financial Reporting
 - g. Records Retention
7. Certificate of Insurance or Fidelity Bond for construction projects (if applicable)
8. Indirect Cost Rate (most current issued by your agency).
Please note that per federal regulation at 2 CFR §200.331(4), Pima County will accept the following types of indirect cost rates:
 - a. An approved federal recognized indirect cost rate negotiated between the Federal Government; or
 - b. If no such rate exists, a de minimis indirect cost rate as defined in 2 CFR §200.414 Indirect (F&A) costs paragraph (f).

If additional documents are required, the Subrecipient will be notified by the respective County representative. Core documents may be submitted via email to

GMI_GrantsDevelopBureau@pima.gov or via Surface Mail to Grants Management & Innovation, Development Division, 130 W. Congress, 3rd Floor, Tucson, Arizona 85701.

END OF EXHIBIT C

EXHIBIT D (4 Pages)
SPECIAL CONDITIONS

U.S. DEPARTMENT OF THE TREASURY
CORONAVIRUS STATE & LOCAL FISCAL RECOVERY FUND
AWARD TERMS AND CONDITIONS

1. Use of Funds.
 - a. Subrecipient understands and agrees that the funds disbursed under this award may only be used in compliance with section 603(c) of the Social Security Act (the Act), Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
 - b. Subrecipient will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project.
2. Reporting. Subrecipient agrees to comply with any reporting obligations established by Treasury as they relate to this award.
3. Maintenance of and Access to Records.
 - a. Subrecipient shall maintain records and financial documents sufficient to evidence compliance with section 602(c) of the Act, Treasury's regulations implementing that section and guidance issued by Treasury regarding the foregoing.
 - b. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Subrecipient in order to conduct audits or other investigations.
 - c. Records shall be maintained by Subrecipient for a period of five (5) years after all funds have been expended or returned to Treasury, whichever is later.
4. Pre-award Costs. Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from this award.
5. Administrative Costs. Subrecipient may use funds provided under this award to cover both direct and indirect costs.
6. Cost Sharing. Cost sharing or matching funds are not required to be provided by Subrecipient.
7. Conflicts of Interest. Subrecipient understands and agrees it must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict of interest policy is applicable to each activity funded under this award. Subrecipients must disclose in writing to Treasury or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112.
8. Compliance with Applicable Law and Regulations.

- a. Subrecipient agrees to comply with the requirements of section 602 of the Act, regulations adopted by Treasury pursuant to section 603(f) of the Act, and guidance issued by Treasury regarding the foregoing. Subrecipient also agrees to comply with all the other applicable federal statutes, regulations, and executive orders, and Subrecipient shall provide for such compliance by other parties in any contracts it enters into with other parties relating to this award.
- b. Federal regulations applicable to this award include, without limitation, the following:
 - i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.
 - ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
 - iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
 - iv. OMG Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.
 - v. Subrecipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
 - vi. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
 - vii. New Restrictions on Lobbying, 31 C.F.R. Part 21.
 - viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.
 - ix. Generally applicable federal environmental laws and regulations.
- c. Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:
 - i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit

discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;

- ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
 - iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §§ 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
 - iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
 - v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.
9. Remedial Actions. In the event of Subrecipient's noncompliance with section 603 of the Act, other applicable laws, Treasury's implementing regulations, guidance, or any reporting or other program requirements, Treasury may impose additional conditions on the receipt of a subsequent tranche of future award funds, if any, or take other available remedies as set forth in 2 C.F.R. § 200.339. In the case of a violation of section 603(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in section 603(e) of the Act.
10. Hatch Act. Subrecipient agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328, which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.
11. False Statements. Subrecipient understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.
12. Publications. Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of Subrecipient] by the U.S. Department of the Treasury.
13. Disclaimer.
- a. The United States expressly disclaims any and all responsibility or liability to Subrecipient or third persons for the actions of Subrecipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting

in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any contract , or subcontract under this award.

- b. The acceptance of this award by Subrecipient does not in any way establish an agency relationship between the United States and Subrecipient.

14. Protections for Whistleblowers.

- a. In accordance with 41 U.S.C. § 4712, Subrecipient may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonable believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal Agreement or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal Agreement (including the competition for or negotiation of a contract) or grant.
- b. The list of persons and entities referenced in the paragraph above includes the following:
 - i. A member of Congress or a representative of a committee of Congress;
 - ii. An Inspector General;
 - iii. The Government Accountability Office;
 - iv. A Treasury employee responsible for contract or grant oversight or management;
 - v. An authorized official of the Department of Justice or other law enforcement agency;
 - vi. A court or grand jury; or
 - vii. A management official or other employee of Subrecipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.
- c. Subrecipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

15. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Subrecipient should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

16. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Subrecipient should encourage its employees and contractors to adopt and enforce policies that ban text messaging while driving, and Subrecipient should establish workplace safety policies to decrease accidents caused by distracted drivers.

END OF EXHIBIT D