



BOARD OF SUPERVISORS AGENDA ITEM REPORT AWARDS / CONTRACTS / GRANTS

☐ Award ☒ Contract ☐ Grant

Requested Board Meeting Date: 03/21/2023

* = Mandatory, information must be provided

or Procurement Director Award: ☐

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

Ajo Center for Sustainable Agriculture

***Project Title/Description:**

Ajo Food Security Response to COVID-19

This contract can be found in OnBase by searching Contracts CT-CR-22-196 in DOC_ID_AMS, Amendment 1 in DOC_ID_AMS

***Purpose:**

This is a no-cost extension of term to a contract whose purpose is to provide emergency food to eligible persons and families who live in and around the Ajo Community Development Target Area. Due to the pandemic, subrecipient is unable to complete program activity and more time is required.

Attachment Contract Number CT-CR-22-196 Amendment 1

***Procurement Method:**

This Subrecipient Agreement is a non-procurement contract and not subject to Procurement rules.

***Program Goals/Predicted Outcomes:**

Goal: Improve the living environment of low- to moderate-income families by increasing access to food in and around the Ajo Community Development Target Area.

Predicted outcome: The Program will increase food security promoting and supporting individual and family sustainability and better health.

***Public Benefit:**

The Program will meet the HUD CDBG National Objective to assist low- to moderate-income individuals residing in and around the Ajo Community Development Target Area by increasing food security through access to fresh produce and the distribution of emergency food boxes.

***Metrics Available to Measure Performance:**

A minimum of 3,000 low- to moderate-income households will be assisted.

***Retroactive:**

Agreement is retroactive to January 1, 2023. Contract amendment originally was submitted to GMI November 16, 2022. Staff received final determination from GMI January 5, 2023, and the agency signed the agreement on February 28, 2023. Upon receipt of final signed documents, the next available BOS meeting is March 21, 2023. If the agreement is not approved, residents within the area will not receive program services.

GMI Approves
AF 3/2/23

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: _____ Department Code: _____ Contract Number (i.e., 15-123): _____
Commencement Date: _____ Termination Date: _____ Prior Contract Number (Synergen/CMS): _____
☐ Expense Amount \$ _____ * ☐ Revenue Amount: \$ _____

*Funding Source(s) required: _____

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

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

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

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: CT Department Code: CR Contract Number (i.e., 15-123): _____
Amendment No.: 01 22-196 AMS Version No.: 03
Commencement Date: 01/01/2023 New Termination Date: 12/31/2023
Prior Contract No. (Synergen/CMS): _____

☐ Expense ☐ Revenue ☐ Increase ☐ Decrease Amount This Amendment: \$ _____

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

*Funding Source(s) required: U.S. Department of Housing and Urban Development (HUD) Community Development Block Grant (CDBG)

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

Grant/Amendment Information (for grants acceptance and awards)

☐ Award ☐ Amendment

Document Type: _____ Department Code: _____ Grant Number (i.e., 15-123): _____
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: Joel Gastelum/Joel Viers

Department: CWD

Telephone: 724-6750/724-6767

Department Director Signature:  Date: 2.28.23

Deputy County Administrator Signature:  Date: 7 March 2023

County Administrator Signature: _____ Date: 3/8/2023

RESOLUTION 2021 - 45

RESOLUTION OF THE BOARD OF SUPERVISORS OF PIMA COUNTY TO AMEND THE PIMA COUNTY FY2019-2020 ANNUAL ACTION PLAN AND AUTHORIZE SUBMISSION TO THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

The Board of Supervisors of Pima County, Arizona finds:

1. Pima County ("County"), through its Department of Community & Workforce Development ("CWD"), administers several federal and local grant programs to benefit low-income, homeless, and certain special needs individuals in Pima County.
2. County is the recipient of U.S. Department of Housing and Urban Development ("HUD") grant funds under: Title I of the Housing and Community Development Act of 1974, Public Law 93-383, as amended; Title II of the Cranston-Gonzalez National Affordable Housing Act ("NAHA"); and, Title IV of the McKinney-Vento Homeless Assistance Act (collectively referred to as "the HUD Grants").
3. In order to use these funds, the County must prepare and submit to HUD an annual community development and housing funding allocation plan ("Annual Action Plan").
4. The Board of Supervisors previously authorized the submission of the FY2019-2020 Annual Action Plan.
5. HUD has granted Pima County CARES Act Community Development Block Grant funds (CDBG-CV) for the following grant program:

CDBG-CV Round III \$ 2,814,965
6. These additional funds can be used by Pima County to help prevent, prepare and respond to the spread of COVID-19 and better assist low to moderate-income individuals and families, including those experiencing homelessness, impacted by this serious health emergency.

NOW, THEREFORE, BE IT RESOLVED, that:

- A. The FY2019-2020 Annual Action Plan is amended to include activities in Pima County that will assist in the prevention, preparation and response to preventing the spread of COVID-19 and better assist low to moderate-income individuals and families, including those experiencing homelessness, impacted by this serious health emergency.
- B. CWD staff is authorized to submit the amended Annual Action Plan for FY2019-2020 to HUD.

- C. The Chair of the Board of Supervisors ("Chair") is authorized to execute all necessary HUD agreements and other documents to obtain HUD funding for the CDBG-CV projects designated in the amended Annual Action Plan for FY2019-2020. When required by HUD, the Chair may direct CWD staff to enter the acceptance of the HUD funding electronically.
- D. CWD staff is directed to prepare CDBG-CV agreements for distribution of the grant funds with agencies authorized by HUD through its approval and funding of the amended FY 2019-2020 Annual Action Plan.
- E. The Chair is authorized to execute all agreements between Pima County and the agencies to carry out the CDBG-CV projects set forth in the amended HUD-approved FY2019-2020 Annual Action Plan.


Passed and adopted, this 6th day of July, 2021.

 **JUL 06 2021**
Chair, Pima County Board of Supervisors

ATTEST:


Clerk of the Board

APPROVED AS TO FORM


Stacey Roseberry, Deputy County Attorney

Pima County Department of Community and Workforce Development

Program: Ajo Food Security Response to COVID-19
HUD CDBG Public Service Activity (LMA)

Contractor: Ajo Center for Sustainable Agriculture
PO Box 833
Ajo, Arizona 85321

Contract No.: CT-CR-22-196

Contract Amendment No.: 01

Original Contract Term:	01/01/21-12/31/22	Orig. Contract Amount:	\$400,000.00
Termination Date Prior Amendment:	N/A	Prior Amendments Amount:	-0-
Termination Date This Amendment:	12/31/2023	This Amendment Amount:	\$0.00
		Total Amount:	\$400,000.00

Unique Entity Identifier: WDW6JJUUYRB5	SAM Registration Date: 12/21/2022
Federal Contract No.: B-20-UW-04-0502	
Required Match:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Match Amount:	
Indirect Cost Rate:	<input type="checkbox"/> Federal <input type="checkbox"/> NICR <input type="checkbox"/> de minimis <input checked="" type="checkbox"/> None
Status of Contractor:	<input checked="" type="checkbox"/> Subrecipient <input type="checkbox"/> Contractor

CFDA	Program Description	Nation Funding	Pima County Award
14.218	CARES Act Community Development Block Grant/Entitlement Communities (CDBG-CV) Round 3	FY20 \$1,987,576,954.00	FY20 \$2,814,965.00

SUBAWARD AMENDMENT

The parties agree to amend the above-referenced contract as follows:

1.0 BACKGROUND AND PURPOSE.

- 1.1. Background. On July 6, 2021 the Pima County Board of Supervisors (the "Board") authorized inclusion of Subrecipient's proposal for use of CDBG-CV funds in the amended 2019-2020 Annual Action Plan that County submitted to HUD to obtain the CDG-CV funds. The Board also passed Resolution No. 2021-45 approving the allocation of \$400,000.00 of CDBG-CV funds to Subrecipient.
- 1.2. Purpose. The Pima County Board of Supervisors approved an allocation of County's CDBG-CV funds to Subrecipient in the amount of \$400,000.00 for Ajo Center for Sustainable Agriculture, Ajo Food Security Response to COVID-19 Program.
 - 1.2.1. Due to the ongoing pandemic, Subrecipient was unable to complete all program activities as scheduled and more time is required.

- 2.0 TERM, EXTENSIONS, AND AMENDMENTS.** Pursuant to paragraph 2.1, and in recognition of the unforeseen circumstances and unavoidable delays caused by the ongoing pandemic, County exercises the first of four available Extension Options. This Agreement will terminate on **December 31, 2023.**
- 3.0 Compensation and Payment.** Operations costs listed in Exhibit A are solely associated with this Program.
- 4.0 INSURANCE, SECTION 7** is amended as follows:
- 4.1. Insurance Coverages and Limits**
- 4.1.1. 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 contract.
- 4.2. Additional Coverage Requirements**
- 4.2.1. 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 Contract, and Contractor must maintain such coverage for a period of not less than three (3) years following Contract expiration, termination, or cancellation.
- 5.0 Compliance with Laws.** Subrecipient will comply with the additional statutes to 9.0 of the original contract. Any changes in the governing laws, rules, and regulations during the terms of this Agreement will apply, but do not require an amendment.
- 5.1. Under 9.5: Compliance with Federal Law, Rules and Regulations.** Subrecipient will additionally comply with the provisions of:
- 5.1.1. 24 CFR Part 5; subpart A, including the nondiscrimination and equal opportunity requirements at 24 CFR § 5.105(a);
- 5.1.2. Section 3 of the HUD Act of 1968 as amended;
- 5.1.3. Uniform Relocation Act and the requirements contained in 49 CFR Part 24;
- 5.1.4. Environmental review under 24 CFR Part 58;
- 5.1.5. The Resource Conservation and Recovery Act requirements, as amended (42 U.S.C. 6962);
- 5.1.6. Section 6002 of the Solid Waste Disposal Act;
- 5.1.7. Federal Funding Accountability and Transparency Act of 2006, P.L. 109-282, as amended by section 6202(a) of P.L. 110-252);
- 5.1.8. Lead-Based Paint Poisoning Prevention Act (42. U.S.C. §§ 4821-4846);
- 5.1.9. Sections 102(a) and 202(a) of the Flood Disaster Protection Act of 1973, as amended;
- 5.1.10. Title VI of the Civil Rights Act of 1964;
- 5.1.11. 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards;

5.1.12. Fingerprinting certification, and criminal background checks including, but not limited to the applicable provisions of: A.R.S. §§ 8-804, 36-594.01, 36-3008, 41-1964, and 46-141;

5.1.13. Debarment and Suspension (2 CFR Part 180 Subparts F through H);

5.1.14. Drug-Free Workplace (2 CFR Part 2429);

5.1.15. Environmental Tobacco Smoke (Pub. L. 103-227, Part C);

5.2. **Also Under 9.5: Use of Funds.** Subrecipient warrants that funds provided for personnel employed in the administration of activities funded under this Agreement will not be used for:

5.2.1. Political activities;

5.2.2. Inherently religious activities;

5.2.3. Lobbying to influence the outcome of any election or the award of any federal contract, grant, loan, or cooperative agreement (see Federal Standard Form LLL, "Disclosure of Lobbying Activities");

5.2.4. Political patronage; or

5.2.5. Nepotism activities.

6.0 MANDATORY DISCLOSURE. Consistent with 2 CFR 200.113, applicants and recipients must disclose in a timely manner, in writing to the Office of Inspector General (OIG), all information related to violations, or suspected violations, of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Subrecipients must disclose, in a timely manner, in writing to the prime recipient (pass through entity) and the OIG, all information related to violations, or suspected violations, of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Disclosures must be sent in writing to the awarding agency and to the OIG at the following addresses:

U.S. Department of Health and Human Services

Office of Inspector General

ATTN: Mandatory Grant Disclosures, Intake Coordinator

330 Independence Avenue, SW, Cohen Building Room 5527

Washington, DC 20201

Fax: (202) 205-0604 (Include "Mandatory Grant Disclosures" in subject line) or email:
MandatoryGranteeDisclosures@oig.hhs.gov

Failure to make required disclosures can result in any of the remedies described in 2 CFR 200.339 remedies for noncompliance, including suspension or debarment (see 2 CFR parts 180 & 376 and 31 U.S.C. 3321)

7.0 MINORITY BUSINESS ENTERPRISE/WOMEN BUSINESS ENTERPRISE. HUD is committed to supporting minority and women's small business growth and development. Subrecipient is reminded to follow the Procurement Standards required for all HUD's Office of Community Planning and Development funded contract and subcontract activities as stated under 2 CFR §200.321, the pertinent provisions of which are incorporated herein by reference. For more information on required Procurement Standards and Procedures, please refer to 2 CFR § 200.321.

8.0 PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPEMNT. Subrecipient agrees to comply with the prohibitions of 2 CFR §200.216, the pertinent provisions of which are incorporated herein by reference.

9.0 FORCED LABOR OF ETHNIC UYGHURS. Pursuant to A.R.S. § 35-394, if Subrecipient engages

in for-profit activity and has 10 or more employees, Subrecipient certifies it is not currently using, and agrees for the duration of this Subaward to not use (1) the forced labor of ethnic Uyghurs in the People's Republic of China; (2) any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; and (3) any subrecipients, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China. If Subrecipient becomes aware during the term of the Subaward that the Company is not in compliance with A.R.S. § 35-394, Subrecipient must notify the County within five business days and provide a written certification to County regarding compliance within one hundred eighty days.

- 10.0** All other provisions of **fully executed Agreement** , not specifically changed by this amendment, will remain in effect and be binding upon the parties.

SIGNATURE PAGE TO FOLLOW

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

The effective date of this amendment is January 1, 2023.

PIMA COUNTY

Chair, Board of Supervisors

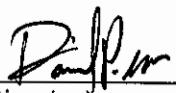
DATE: _____

ATTEST:

Clerk of the Board


DATE: _____

APPROVED AS TO CONTENT:



Director
Department of Community & Workforce
Development

APPROVED AS TO FORM:



Kyle Johnson, Deputy County Attorney

SUBRECIPIENT



Authorized Signature

Katanna Bajovec Altshul, Executive Co-director

Printed Name and Title

DATE: 2/28/2023