



BOARD OF SUPERVISORS AGENDA ITEM REPORT CONTRACTS / AWARDS / GRANTS

☐ Award ☒ Contract ☐ Grant

Requested Board Meeting Date: 08/06/19

or Procurement Director Award ☐

* = Mandatory, information must be provided

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

Community Food Bank, Inc.

***Project Title/Description:**

Community Food Bank Receiving Bay Upgrades ("Project")

***Purpose:**

The Project will upgrade the loading dock doors to expand current receiving and fulfillment capacity to accommodate the receipt and distribution of up to thirteen million (13,000,000) additional pounds of food each year. This amendment will extend the contract through 06/30/2020 and will modify the scope to fund only the purchase of the bay doors, hydraulic lifts and associated equipment.

***Procurement Method:**

Processed per Board of Supervisors Policy D29.6, III-A.

***Program Goals/Predicted Outcomes:**

The facility improvements will expand opportunities to provide nutritious meals for low- and moderate-income residents in Pima County. Facility improvements will improve access, availability and expansion of food bank services for residents of Pima County.

***Public Benefit:**

Upon completion, the Project will meet the HUD CDBG National Objective to benefit low- to moderate-income persons in Pima County by conducting the needed public facility improvements

***Metrics Available to Measure Performance:**

At minimum, 195,000 persons per year will receive food bank services.

***Retroactive:**

Yes, to July 1, 2019. Finalizing documentation and re-confirmation of metrics were in part issues that caused contract processing delays.

Procure Dept 07/24/19 PM10:38

To: CoB. 7.24.19
Ver. - 2
pgs. 4 (1)

Contract / Award Information

Document Type: _____ Department Code: _____ Contract Number (i.e., 15-123): _____

Effective 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 22-73.***Amendment / Revised Award Information**Document Type: CT Department Code: CD Contract Number (i.e., 15-123): 19-0014Amendment No.: 01 AMS Version No.: 02Effective Date: 07/01/2019 *dw* New Termination Date: 06/30/2020

Prior Contract No. (Synergen/CMS): _____

☐ Expense or ☐ Revenue ☐ Increase ☐ Decrease Amount This Amendment: \$ N/AIs there revenue included? ☐ Yes ☒ No If Yes \$ _____***Funding Source(s) required:** U.S. Department of Housing and Urban Development, HUDFunding 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): _____

Effective 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: Dewey Cooper, Contract Specialist 724-2772, Joel Gastelum Program Manager 724-6750Department: Community Development & Neighborhood Conservation Telephone: 724-2460Department Director Signature/Date: [Signature] 7/17/19Deputy County Administrator Signature/Date: [Signature] 7/17/2019County Administrator Signature/Date: [Signature] 7/17/19
(Required for Board Agenda/Addendum Items)

Pima County Community Development and Neighborhood Conservation Department

Project: Community Food Bank, Inc.; *Receiving Bay Upgrade*
HUD CDBG Public Facility

Contractor: Community Food Bank, Inc.
3003 South Country Club Road
Tucson, Arizona 85713

Contract No.: CT-CD-19-0014

Contract Amendment No.: One (1)

Original Contract Term:	7/1/18-6/30/19	Orig. Contract Amount:	\$53,400.00
Termination Date Prior Amendment:	N/A	Prior Amendments Amount:	-0-
Termination Date This Amendment:	6/30/2020	This Amendment Amount:	-0-
		Revised Total Amount:	\$53,400.00

DUNS No.: 084470665				
Research or Development:		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
Federal Contract No.: B-17-UC-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	Community Development Block Grant (CDBG)	FY 2017 \$3,060,000,000.00	FY 2017 \$2,589,081.00

AMENDMENT NO. ONE (1)

The Parties agree to amend the above-referenced Agreement as follows:

1.0 BACKGROUND AND PURPOSE.

- 1.1 On June 6, 2017, Pima County ("County") and Community Food Bank, Inc., ("Subrecipient"), entered into the above referenced contract to make facility improvements to serve the needy of Pima County.
- 1.2 Purpose. The Pima County Board of Supervisors approved an allocation of County's FY 2017-2018 CDBG funds to Subrecipient in the amount of \$53,400.00 for the Community Food Bank, Inc., *Receiving Bay Upgrade Project*:
 - 1.2.1 Subrecipient has received an additional source of funding to fund the installation of the bay doors and associated equipment.
 - 1.2.2 The allocated amount CDBG funds will instead be used to fund the purchase of the bay doors, hydraulic lifts and associated equipment.
 - 1.2.3 Obtaining additional funding and changes to the design and specification caused delay.

- 1.2.4 It is necessary to extend the term by one additional year to allow for completion of the project, including complying with the revisions to Scope set forth in this Amendment.

2.0 TERM AND EXTENSIONS, SECTION 1.0. Pursuant to **paragraph 1.2**, County exercises the one available extension option. This Contract will terminate on **June 30, 2020**.

In the event that the Project Activities, as described in Exhibit A of the Agreement, are not completed by such date due to unforeseen circumstances, the parties will confer and determine whether the delays were unavoidable and whether or not to extend the Agreement further to ensure completion.

3.0 COMPENSATION AND PAYMENT, SECTION 4.0. **Paragraph 4.17.1** is deleted in its entirety and replaced with the following:

Pursuant to 2 CFR §2400.101, unless excepted under 24 CFR chapters I through IX, the cost principles set forth in 2 CFR part 200, Subpart E, as may be modified by amendments and additions, will be used to determine whether an incurred cost will be reimbursed under this Agreement.

4.0 INSURANCE, SECTION 6.0. **Paragraph 6.3** Additional Insurance Requirements, is amended to add paragraph 6.3.6 to read:

- 6.3.6 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 SECTION 8.0 – COMPLIANCE WITH LAWS. **paragraph 8.5.3** is amended to read:

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");

6.0 SECTION 12.0 – NON-DISCRIMINATION, is amended to add **paragraph 12.3** to read:

- 12.3 Unless exempt under federal law, Awardee will comply with:
- 12.3.1 Titles VI and VII of the Civil Rights Act of 1964 as amended;
 - 12.3.2 The Age Discrimination in Employment Act;
 - 12.3.3 Section 504 of the Rehabilitation Act of 1973, as amended; and
 - 12.3.4 The requirements of the Fair Labor Standards Act of 1938, as amended.

7.0 SECTION 18.0 – NOTICE. **paragraph 18.2** is amended to change County's contact:

FROM: Margaret Kish, Director

TO: Daniel Tylutki, Interim Director

8.0 SECTION 26.0 – ISREAL BOYCOTT CERTIFICATION is deleted and replaced with the following:

NO JOINT VENTURE

It is not intended by this Agreement to, and nothing contained in this Agreement shall be construed to, create any partnership, joint venture or employment relationship between the parties or create any employer-employee relationship between County and any Subrecipient employees, or between Subrecipient and any County employees. Neither party shall be liable

for any debts, accounts, obligations or other liabilities whatsoever of the other, including (without limitation) the other party's obligation to withhold Social Security and income taxes for itself or any of its employees.

9.0 NO THIRD PARTY BENEFICIARIES, SECTION 34.0 is added to read:

Nothing in the provisions of this Agreement is intended to create duties or obligations to or rights in third parties not parties to this Agreement or affect the legal liability of either party to the Agreement by imposing any standard of care with respect to the maintenance of public facilities different from the standard of care imposed by law.

10.0 EXHIBIT A – SCOPE OF WORK. Except as set forth with specificity below, the provisions of Exhibit A remain in full force and effect:

10.1 Project Activities, Section 3. Paragraph 3.4 is deleted in its entirety and replaced with the following:

3.4. Procure the following equipment for the Receiving Bay upgrades at the Facility:

3.4.1. Seven (7) Pioneer Model EHP 6'x 8', 40,000 pound capacity, hydraulic pit levelers;

3.4.2. Seven (7) 10'x10' "L" Pad design Dock Seals; and

3.4.3. Three (3), thirty (30) inch, forty (40) ounce vinyl heavy-duty base material Drop Curtain with wrap and wear pleats, and associated pull ropes and Velcro closures and restraints.

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10.2 **Budget, Section 8** is deleted in its entirety and replaced with the following:

CDBG Funded Activities	Budget
Design and Engineering	\$2,000.00
Dock Doors, Hydraulic Lifts and associated equipment	\$51,400.00
Total	\$53,400.00

The effective date of this amendment is July 1, 2019.

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

PIMA COUNTY

SUBRECIPIENT

Chairman, Board of Supervisors

Date: _____

Signature

Michael McDonald, CEO
Printed name and title

Date: 6-26-19

ATTEST:

Clerk of the Board

Date: _____

APPROVED AS TO CONTENT:

D. Hol for Daniel Tytki
Interim Director, Community Development
& Neighborhood Conservation

APPROVED AS TO FORM:

Karen S. Friar
Karen S. Friar, Deputy County Attorney