



Contract Number CT.CED. 13 * 267. 01
Effective Date 1-1-13
Term Date 12-31-13
Cost \$70,010.34
Revenue _____
Total _____ NTE: _____
Renewal By _____ 10-1-13
Term _____
Reviewed by [Signature] 12-31-13

BOARD OF SUPERVISORS AGENDA ITEM SUMMARY

Requested Board Meeting Date: July 2, 2013

ITEM SUMMARY, JUSTIFICATION &/or SPECIAL CONSIDERATIONS:

Requesting approval of a Professional Services Contract Amendment Number One (#01) with United Way of Tucson and Southern Arizona, Inc., for services provided in organizing and operating the County's 2013 Employee Combined Appeal Program (ECAP) Campaign.
Total contract amount is \$70,010.34.

CONTRACT NUMBER (If applicable): CT 13*267-Amendment #1

STAFF RECOMMENDATION(S):

Recommend approval of Professional Services Contract Amendment # 1 with United Way for the 2013 ECAP Campaign.

Procure Dept 06/10/13 PM 11:34

CORPORATE HEADQUARTERS: Tucson, Arizona – Pima County

To: CoB - 6-19-13
Agenda - 7.2.13
(2)

CLERK OF BOARD USE ONLY: BOS MTG. _____

ITEM NO. _____

PIMA COUNTY COST: \$70,010.34 and/or REVENUE TO PIMA COUNTY:\$ -0-

FUNDING SOURCE(S): General Fund/Community & Economic Development Budget
(i.e. General Fund, State Grant Fund, Federal Fund, Stadium D. Fund, etc.)

Advertised Public Hearing:

<input type="checkbox"/>	<input type="checkbox"/>	YES	<input checked="" type="checkbox"/>	NO
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Board of Supervisors District:

1	<input type="checkbox"/>	2	<input type="checkbox"/>	3	<input type="checkbox"/>	4	<input type="checkbox"/>	5	<input type="checkbox"/>	All	<input checked="" type="checkbox"/>
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IMPACT:

IF APPROVED:

United Way will provide assistance in operating the 2013 Employee Combined Appeal Program (ECAP) Campaign by providing employee education, staff training, collection, and distribution and accounting services for payroll donations from County employees for distribution to charitable organizations.

IF DENIED:

Pima County will miss the opportunity to have United Way provide assistance in operating the 2013 Employee Combined Appeal Program (ECAP) Campaign by providing employee education, staff training, collection, and distribution and accounting services for payroll donations from County employees for distribution to charitable organizations.

DEPARTMENT NAME: Community and Economic Development Administration - CED

CONTACT PERSON: Celina Cuaron for Hank Atha TELEPHONE NO.: 724-8228/724-3992

<p>PIMA COUNTY DEPARTMENT OF COMMUNITY AND ECONOMIC DEVELOPMENT</p> <p>PROJECT: EMPLOYEES COMBINED APPEAL PROGRAM – (2013 ECAP Campaign)</p> <p>CONTRACTOR: United Way of Tucson & Southern AZ 330 N. Commerce Park Loop, Suite 200 Tucson, AZ 85754</p> <p>AMOUNT: \$135,980.49</p> <p>CONTRACT NO.: CT-CED-13 00000 00000 00000 267</p> <p>CONTRACT AMENDMENT NO.: One (#01)</p>	<table border="1"> <tr> <td align="center" colspan="2">CONTRACT</td> </tr> <tr> <td>NO.</td> <td>CT-CED-13 00000 00000 00000 267</td> </tr> <tr> <td>AMENDMENT NO.</td> <td>01</td> </tr> <tr> <td colspan="2"> This number must appear on all invoices, correspondence and documents pertaining to this contract. </td> </tr> </table>	CONTRACT		NO.	CT-CED-13 00000 00000 00000 267	AMENDMENT NO.	01	This number must appear on all invoices, correspondence and documents pertaining to this contract.	
CONTRACT									
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ORIG. CONTRACT TERM: 01/01/2012 - 12/31/2012	ORIG. CONTRACT AMOUNT: \$ 65,970.15
TERMINATION DATE PRIOR AMENDMENT: 12/31/12	PRIOR AMENDMENTS: \$ --0--
TERMINATION THIS AMENDMENT: 12/31/13	AMOUNT THIS AMENDMENT: \$ 70,010.34
	REVISED CONTRACT AMOUNT: \$135,980.49

CONTRACT AMENDMENT

WHEREAS, COUNTY and CONTRACTOR entered into a Contract for services as referenced above; and

WHEREAS, COUNTY has reviewed CONTRACTOR's performance and finds it satisfactory; and

WHEREAS, CONTRACTOR and COUNTY, pursuant to Article I - Term, have agreed to extend the Contract term for a period of one year; and

WHEREAS, CONTRACTOR and COUNTY have agreed to increase the contract amount to allow payment for the continued provision of assistance with 2013 Pima County's Employees Combined Appeal Program (ECAP) that will allow County employees to use payroll deductions for distribution to charitable organizations during the extended term of the contract.

NOW, THEREFORE, it is agreed as follows:

I. **PROGRAM GLOSSARY**, *is amended as follows:*

A. After "2012 ECAP Campaign" add:

2013 ECAP Campaign FY 2013 – 2014 = July 1, 2013 through June 30, 2014

B. After "2011 Defined Contribution Period" add:

2012 Defined Contribution Period January 1, 2013 through December 31, 2013

II. **Article I – TERM AND EXTENSION/RENEWAL/CHANGES**, Paragraph A is amended as follows:

A. *The termination date is changed:*

FROM: December 31, 2012

TO: December 31, 2013

B. *The second sentence (regarding option to extend) is deleted in its entirety.*

III. **Article II – SCOPE OF SERVICES**, is amended as follows:

A. **Paragraph A, Overview**, is amended to add the following subparagraphs:

4. 2012 Defined Contribution Period (January 1 – December 31, 2013)
5. Second half of 2012 ECAP Campaign (January 1 – June 30, 2013)
6. First half of 2013 ECAP Campaign (July 1 – December 31, 2013)

B. **Paragraph A, Campaign Organization**, is amended as follows:

1. *The paragraph is re-lettered as **Paragraph B** to conform.*
2. *The introductory sentence is deleted in its entirety and replaced with the following:*

Contractor shall provide the following services for the 2011, 2012 and 2013 ECAP campaigns:

C. **Paragraph C, Fiscal Administration**, is amended as follows:

1. *The introductory sentence is deleted in its entirety and replaced with the following:*

For the 2011 and 2012 Defined Contribution Period, Contractor shall:

2. *The introductory sentence in Subparagraph 6 is deleted in its entirety and replaced with the following:*

Within 15 days from the end of each calendar quarter of 2012 and 2013:

3. Subparagraph 9 is added to read:

9. Provide an annual written report to County, no later than January 15, 2014, detailing each employee's payroll deductions for the 2012 Defined Contribution Period.

IV. **Article III – COMPENSATION AND PAYMENT**, *is amended as follows:*

A. **Paragraph A**, *is amended as follows:*

1. *The introductory sentence in Subparagraph 1 is deleted in its entirety and replaced with the following:*

Reasonable 2012 and 2013 calendar year bank and check fees (less interest earned by Contractor; PLUS

2. *The sub-subparagraphs c and d are added to read:*

- c. One time cash donations made between September 1, 2013 and December 31, 2013; and
- d. Payroll deductions collected and distributed between January 1, 2013 and December 31, 2013.

B. **Paragraph B**, *is deleted in its entirety and replaced with the following:*

- B. The estimated not-to-exceed amount is **\$135,980.49** and shall be budgeted as follows:

\$65,970.15 for January 1, 2012 through December 31, 2012

\$70, 010.34 for January 1, 2013 through December 31, 2013

C. **Paragraph D**, Periodic Payments, *is amended to change the title:*

FROM: Final Payment

TO: Third Payment

D. **Paragraph E** *is added to read:*

E. Payments during calendar year 2013 shall be as follows:

1. Within 15 days after execution of Amendment No. 1, County shall pay Contractor:
 - a. Seven and one-half percent (7.5%) of the amount pledged during the 2012 ECAP Campaign;
 - b. Seven and one-half percent (7.5%) of the County employee ECAP payroll deductions actually collected and distributed in the first calendar quarter of 2013; PLUS
 - c. All reasonable bank and check fees for the first calendar quarter of 2013, LESS any interest earned by the Pima County ECAP bank account established pursuant to Subparagraph II(C)(2).

2. Within 30 days after receipt of the report that describes the activities for the second and third quarters of the 2012 ECAP campaign, County shall pay Contractor:
 - a. Seven and one-half percent (7.5%) of the County employee ECAP payroll deductions actually collected and distributed in the second and third calendar quarters of 2013; **PLUS**
 - b. All reasonable bank and check fees for the second and third calendar quarter of 2013, **LESS** any interest earned by the Pima County ECAP bank account established pursuant to Article II, Subparagraph (C)(2).
3. After review and reconciliation, and within 45 days after receipt of the final quarterly and annual reports, described in Article II, Subparagraphs (C)(6)(b) and (C)(9), for calendar year 2013, County shall pay Contractor:
 - a. Fifteen percent (15%) of all one-time cash donations made between September 1 and December 31, 2013; **PLUS**
 - b. Fifteen percent (15%) of calendar year 2013 payroll deductions actually collected and distributed; **PLUS**
 - c. Reasonable bank and check fees for the fourth calendar quarter of 2013, **LESS**
 - i. Periodic payments made pursuant to Subparagraphs E(1) and (2) above; and
 - ii. Interest earned by the Pima County ECAP bank account established pursuant to Article II, Subparagraph (C)(2).

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

The effective date of this Amendment shall be January 1, 2013.

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

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

APPROVED:

Chairman, Board of Supervisors

Date: _____

CONTRACTOR: United Way of Tucson



Authorized Signature

Tony Penn, President & CEO
Printed Name & Title

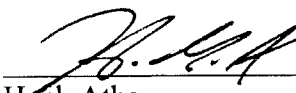
Date: 5/20/13

ATTEST:

Clerk of the Board

Date

APPROVED AS TO CONTENT:

 5-1-13

Hank Atha Date
Deputy County Administrator for
Community & Economic Development

APPROVED AS TO FORM:



Karen S. Friar, Deputy County Attorney