



MEMORANDUM

Date: August 4, 2014

To: The Honorable Chair and Members
Pima County Board of Supervisors

From: C.H. Huckelberry
County Administrator

A handwritten signature in dark ink, appearing to be "CHH", is written over the printed name "C.H. Huckelberry".

Re: **August 5, 2014 Consent Calendar Agenda Item Number 1 Regarding Jose Gabriel Loyola Contract Amendment**

An inquiry has been received from the District 1 Supervisor regarding the contract amendment for Mr. Jose Gabriel Loyola.

Please find the attached August 1, 2014 memorandum from Deputy County Administrator Hank Atha that contains responses to the questions raised on this contract.

CHH/anc

Attachment

c: Hank Atha, Deputy County Administrator for Community and Economic Development



MEMORANDUM

Community & Economic Development Administration

Date: August 1, 2014

To: C. H. Huckelberry
County Administrator

From: Hank Atha 
Deputy County Administrator

Re: **August 5, 2014 Consent Calendar Agenda Item # 1: Jose Gabriel Loyola
Contract Amendment Number One**

Attached is a District One inquiry regarding this amendment. This amendment renews the contract for one additional year. The original contract authorizes renewals "for up to 44 months in one year periods". The amendment adds an additional \$30,000.00 to fund activities in the additional year, increasing the total to \$70,000.00; and modifies the contract language to clarify authorized duties and to allow the Deputy County Administrator to designate other staff to schedule services to be provided by the contractor.

District One questions and answers are as follows:

Article III – Scope of Services

A. Paragraph B is deleted and replaced with a paragraph stating "the Deputy County Administrator for Community and Economic Development **or his designee** may specify and schedule the services to be provided by the contractor".

Questions: *Who is the designee or is it multiple designees? How will designee(s) be selected?*

Answer: Designee(s) would be directors or administrative managers of my departments, primarily my Community Services, Community Development or Library departments. The intent is to authorize those who are most knowledgeable about specific projects to schedule the time and method for delivery of consultant projects. Designation will be in writing and will be limited to department director or administrative manager.

Question: C-5

Please provide copies of the "submitted documents, documentation of

C. H. Huckelberry, County Administrator

Re: August 5, 2014 Consent Calendar Agenda Item #1: Jose Gabriel Loyola Contract Amendment

August 1, 2014

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submittal & receipt of activities" provided to County during initial term of the contract.

Attached is a report provided by Mr. Loyola that summarizes activities in initial term of this contract. I can also provide monthly invoices that detail time spent in performance on this contract.

Article II – Payment

Please provide an outline of the anticipated projects that Mr. Loyola will be working on during the upcoming year.

There are six (6) anticipated projects. Additional projects may be added.

1. To track, analyze and report the federal government process to develop regulations and policies for the Workforce Innovation and Opportunity Act (WIOA), which was passed by Congress and signed by President Obama in July, 2014. This act reauthorizes the Workforce Investment Act (WIA), from which Pima County annually receives approximately \$11 million. WIOA makes changes in service and funding requirements for these funds. Consultant will assist us to anticipate, plan for, and adapt to those changes.
2. To track, analyze and report on the Arizona State process to implement WIOA. Federal WIOA funds channel to local governments through the Arizona Department of Economic Security. State implementation policies are set by the Arizona Commerce Authority, the Workforce Arizona Council (WAC), and various subcommittees thereof. Tracking the policy development, rulemaking, and new procedures of two state government organizations requires frequent research and a regular presence to attend policy and planning meetings which are almost always held in Maricopa County. Mr. Loyola will attend and report to us on those meetings, advise us on the policy, and assist us in adapting.
3. Assist in organizing a public forum and training program for County and agency staff in September 2014. The training covers a nationally recognized antipoverty program called "Bridges Out of Poverty". He will prepare materials for that training, help in scheduling and outreach and design and assist in follow-up and implementation.

C. H. Huckelberry, County Administrator

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4. Prepare one or more grant applications for funds to supplement WIA formula funds. Applications in areas of youth education, veterans, and advanced manufacturing training are anticipated.
5. Assist in preparation and writing the multiyear workforce development plan that will be required by WIOA.
6. Continue to research and report on economic and workforce development programs through-out Arizona and to suggest programs that might be adapted for use in Pima County.

General

What examples can you share that validate the value of Mr. Loyola's efforts?

1. Mr. Loyola tracked and reported legislative efforts to develop the WIA reauthorization legislation. His knowledge of Pima County programs allowed him to focus on points of particular interest to Pima County notably the major shift in WIOA away from in-school and to out-of-school youth activities. As a result we have already moved to obtain other in-school funding and to modify delivery system to serve more out-of-school youth.
2. Mr. Loyola assisted in drafting Pima County 5 Year Business Plan as required by State Workforce Arizona Council and in review helped assure that plan met all WAC requirements and was approved by the WAC.
3. Mr. Loyola analyzed intrastate WIA fund allocation options presented to WAC and he helped assure WAC acceptance of option that benefited Pima County.
4. Assisted staff to draft Memorandum of Understanding agreement with WIA One Stop partners and assured same met all state DES requirements.
5. Mr. Loyola tracked multiple drafts of state-local policy changes proposed by WAC subcommittee and its staff. He identified changes from existing policy and successfully argued for modifications that benefited Pima County. This was particularly useful in policies related to appointment of the Workforce Investment Board, and in avoiding state micromanagement of One Stop Center operating policies, and One Stop Center Certification process.

C. H. Huckelberry, County Administrator

Re: August 5, 2014 Consent Calendar Agenda Item #1: Jose Gabriel Loyola Contract
Amendment

August 1, 2014

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HA/cbc

Attachments:

District One Electronic Mail

Amendment Number One

Approved Direct Select Authorization

Annual Report

Original Contract (CT-CED-14*30)

Celina Cuaron

From: Shirley Lamonna
Sent: Monday, July 28, 2014 4:07 PM
To: Celina Cuaron
Cc: Hank Atha; Jeannie Davis
Subject: Loyola Contract Amendment

Good afternoon Celina,

I have several questions/requests concerning the Professional Services Contract & Amendment with Mr. Gabe Loyola that is on the August 5th Board of Supervisors Agenda. Hoping you can help as you are listed as the Contact person...

Article III-Scope of Services

- A. Paragraph B is deleted & replaced with a paragraph stating "the Deputy County Administrator for Community & Economic Development or his designee may specify & schedule the services to be provided by Contractor."

Question: Who is the designee or is it multiple designees? How will the designee(s) be selected?

C.5. Please provide copies of the "submitted documents, documentation of submittal & receipt of activities" provided to the County during the initial term of the contract (2-1-13 through 6-30-14) detailing accomplishments outlined in Article III B: Planning, Event planning, Community Development & Facilitation, Research, Developing Program Strategies and Evaluation.

Since they were required to be provided electronically, I'm hoping this is an easy request.

Article II – Payment

Please provide an outline of the anticipated projects that Mr. Loyola will be working on during the upcoming year.

General

What examples can you share that validate the value of Mr. Loyola's efforts?

Thanks in advance for your help.

Shirl Lamonna
Research Analyst

Supervisor Ally Miller, District 1
Pima County Board of Supervisors
130 W Congress St 11th Floor
Tucson, AZ 85701

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F: (520) 724-8489

www.allymillerdistrict1.com

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PIMA COUNTY DEPARTMENT OF COMMUNITY & ECONOMIC DEVELOPMENT ADMINISTRATION

PROJECT: Community & Economic Development
Technical Assistance, Consultation, Facilitation,
Coordination and Marketing Service

CONTRACTOR: Jose Gabriel Loyola

Amendment No. One (1)

Original Contract Term: 2/1/2013 – 6/30/2014

Term this amendment: 6/30/2015

Original Contract Amount: \$ 40,000.00

Amount this Amendment: \$ 30,000.00

New Contract Amount: \$ 70,000.00

THIS CONTRACT Amendment is entered into by and between Pima County, a body politic and corporate of the State of Arizona ("COUNTY") and Jose Gabriel Loyola ("CONTRACTOR").

WITNESSETH

WHEREAS, the parties entered into the above Contract for consultation, facilitation, coordination and marketing service in Community, Economic and Workforce Development; and

WHEREAS, the Pima County Board of Supervisors finds that it is in the best interests of the residents of Pima County to continue to obtain such services; and

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

WHEREAS, Article 1, Paragraph B allows for the extension of the Contract.

NOW, THEREFORE, the parties agree to amend the Contract as follows:

I. Article I – TERM AND EXTENSION/RENEWAL/CHANGES is amended as follows:

A. Paragraph A is amended to change the termination date:

FROM: June 30, 2014

TO: June 30, 2015

B. Paragraph B is amended to change the available renewal periods:

FROM: an additional forty-four (44) months in one-year periods or any portion thereof

TO: an additional thirty-two (32) months in one-year periods or any portion thereof

II. Article II – PAYMENT, Paragraph B is amended to increase the not-to-exceed amount:

FROM: \$40,000.00

TO: \$70,000.00

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

A. Paragraph B the introductory paragraph is deleted in its entirety and replaced with the following:

The Deputy County Administrator for Community and Economic Development or his designee may specify and schedule the services to be provided by CONTRACTOR. During the term of this Contract, CONTRACTOR may be required to provide any or all of the following services:

B. Subparagraph B(3)(e) is deleted in its entirety and replaced with the following:

Identifying funding and other outside resources that respond to community issues;

C. Subparagraph B(4)(f) is deleted in its entirety and replaced with the following:

Legislative, regulatory and procedural changes and impact on County departments and program strategies; and

D. Subparagraph B(4)(g) is added to read:

Attend workforce, economic development and social service policy meetings and analyze and report impact on County program and communities.

E. Subparagraph B(5) is deleted in its entirety and replaced with the following:

5. Developing program strategies and resources. Activities include, but are not limited to:

- a. Anticipating, analyzing and responding to changes in federal legislation and in local and state development programs;
- b. Helping County departments and communities to understand state and federal changes and the impact on the programs and communities;
- c. Collecting and analyzing program performance data;
- d. Locating fund sources and developing program strategies that compete for the available resources; and
- e. Writing grant applications and modifications.

F. Subparagraph B(6)(c) is deleted in its entirety and replaced with the following:’

Designing and conducting surveys, interviews, testing and other data collection methods.

IV. Article XV – TERMINATION OF CONTRACT FOR DEFAULT and Article XVI – TERMINATION FOR CONVENIENCE are deleted in their entirety and replaced with the following:

ARTICLE XV -- TERMINATION/SUSPENSION

- A. Termination for Convenience: County reserves the right to terminate this Contract at any time and without cause by serving upon Contractor 30 days advance written notice of such intent to terminate. In the event of such termination, the County's only obligation to Contractor shall be payment for services rendered prior to the date of termination.
- B. Insufficient Funds: Notwithstanding Paragraph A above, if any state or federal grant monies used to pay for performance under this Contract are either reduced or withdrawn, County shall have the right to either reduce the services to be provided and the total dollar amount payable under this Contract or terminate the Contract. To the extent possible, County will

endeavor to provide fifteen (15) days written notice of such reduction or termination. In the event of a reduction in the amount payable, County shall not be liable to Contractor for more than the reduced amount. In the event of a termination under this paragraph, County's only obligation to Contractor shall be payment for services rendered prior to the date of termination to the extent that grant funds are available.

- C. Termination for Cause: This Contract may be terminated at any time without advance notice and without further obligation to the County when the Contractor is found by County to be in default of any provision of this Contract.
- D. Non-Appropriation: Notwithstanding any other provision in this Contract, this Contract may be terminated if for any reason, there are not sufficient appropriated and available monies for the purpose of maintaining County or other public entity obligations under this Contract. In the event of such termination, County shall have no further obligation to Contractor, other than for services rendered prior to termination.
- E. Suspension: County reserves the right to suspend Contractor's performance and payments under this Contract immediately upon notice delivered to contractor's designated agent in order to investigate Contractor's activities and compliance with this Contract. In the event of an investigation by County, Contractor shall cooperate fully and provide all requested information and documentation. At the conclusion of the investigation, or within forty-five (45) days, whichever is sooner, Contractor will be notified in writing that the contract will be immediately terminated or that performance may be resumed.

V. All remaining articles are re-numbered to conform due to the deletion of Article XVI.

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

This amendment is effective July 1, 2014.

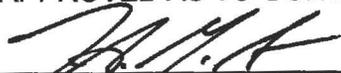
PIMA COUNTY

Chair, Board of Supervisors Date

ATTEST:

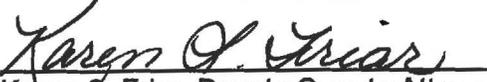
Clerk of the Board Date

APPROVED AS TO CONTENT:

 7-9-14

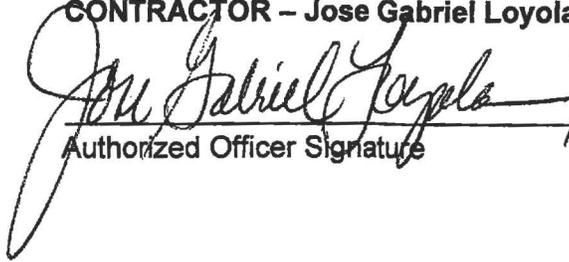
Hank Atha
Deputy County Administrator for
Community & Economic Development

APPROVED AS TO FORM:



Karen S. Friar, Deputy County Attorney

CONTRACTOR – Jose Gabriel Loyola

 7/15/2014

Authorized Officer Signature Date

Memo

To: C. H. Huckelberry, County Administrator
George Widugiris, Procurement Director

From: H. Atha, Deputy County Administrator for Community Services 

Date: June 24, 2014

Re: Request Approval of Direct Select for Jose Loyola Consultant Contract

Pursuant to Board of Supervisors Procurement Policy D-29.6, Section C I am requesting your approval of Direct Selection for renewal of our consultant contract with Jose Gabriel Loyola. The current contract expires June 30, 2014. Article I Paragraph B of the contract states that: "The parties may renew this Contract for up to an additional forty-four (44) months in one year periods or any portion thereof."

Primary work under this contract involves community development and planning and research and strategic planning related to state and federal community development programs. Focus of the work is largely on programs that impact economically disadvantaged communities.

As a former DES department head, a nationally recognized expert on social service and work force policy, and a former social service agency director in Pima County, Mr. Loyola is uniquely qualified to provide these services.

Thank you for your consideration of this request..

*OK
to extend or
renew contract
C. H. Huckelberry
7/3/14*

***Pima County Contract Year Report
June 2013 to June 2014***

By

LOYOLA Associates

LOYOLA Associates
Pima County Contract Year Report
June 2013 to June 2014

National:

Reviewed, analyzed, provided information, and discussed with state and Pima staff impacts of US House of Representatives Bill to Reauthorize WIA.

Reviewed, analyzed, provided information, and discussed with state and Pima County staff impacts of US Senate Bill to Reauthorize WIA.

Reviewed, analyzed, provided information, and discussed with state and Pima Staff impacts of US House of Representatives and Senate (bipartisan) Bill to Reauthorize WIA.

On each Bill noted above, Pima County's interest, Board of Supervisors' prerogatives, and local decision making were considered and discussed with state and Pima County staff.

Reviewed and analyzed the bipartisan legislation proposal and discussed with staff implications and impacts on Pima County. Provided information to Deputy County Manager to support bipartisan Bill without Amendments to ensure passage.

Researched, reviewed and provided numerous federal, national and public interest groups' summaries, analysis and briefings. These groups included National Governor's Association, National Organization of Counties, League of Cities and Towns, Foundations and professional publications discussing Workforce innovation and Opportunity Act (WIOA).

Focus of discussions were based on federal legislation impacting on Pima County's ability to continue to be Innovative and ensuring quality services to its residents.

State:

On a regular basis met with Arizona Commerce Authority (ACA) and Department of Economic Security (DES) staffs to discuss issues relevant to Pima County and argued for policies, decisions and program directions that were favorable to Pima County.

Provided drafts for a presentation by Supervisor on Workforce issues to Workforce Arizona Council (WAC) meeting in Tucson.

Met with County Deputy Manager Leshner and CSET Director and followed up with Deputy Manager Atha to discuss ACA encroachment on Pima County authority on Pima County's various departments.

Met with WAC Chair, Sherman Jennings, to discuss various Workforce policy issues, process and direction negatively impacting on Pima County's ability to successfully apply for discretionary grants, continue innovative practices and creative partnerships with business and community.

Before and at WAC meetings discuss with WAC members and state staff issues that affect Pima County and offer solutions or other options.

Attend and represent Pima County at all WAC general and subcommittee meetings. Prior to meetings contact ACA and DES staffs to get additional information relevant to Pima County. Discuss policies, information, agendas, and issues relevant to Pima County.

Reviewed and offered comments on the Pima County 5-Year Business Plan. Provided MOU drafts for possible inclusion by Pima County. Worked with Pima County staff to present Plan to WAC subcommittee.

Reviewed other Local Business Plans and offered Pima staff suggestions, drafts and recommendations on best practices.

Secured Draft of the Notice of Rulemaking for the \$150 million fund for Job-Driven Training Program. Discussed with WAC members and pointed out deficiencies and negative impacts. Provided information and offered options to WAC members.

Secured, reviewed and analyzed WIA Formula Funds distribution to Counties in Arizona and recommended options favorable to Pima County. Communicated with other WIA Area Directors to secure agreement on options.

Reviewed, discussed and provided recommendations for improving the Arizona Job Connections (AJC) and Eligible Training Providers List (ETPL).

Represented Pima County at the Arizona Sector Strategies Academy and provided information to staff.

Discussed with state staff negative impact by the Arizona Department of Education's failure to perform under WIA and costing Arizona approximately \$1,000,000. These

funds would have been distributed amongst the counties and Pima would have received a substantial amount to serve Pima County residents.

Attended and participated in the Arizona Association of Workforce Directors (AAWD). Discussed with Arizona Directors national, regional and state issues. With Pima County staff we participate and discuss issues with AAWD members items impacting Pima County.

Regional:

Met with Santa Cruz County (SCC) Manager to secure continued commitment to the Innovation Frontier Arizona (IFA) Initiative that Pima County initiated years ago.

Secured SCC Manager's signature for discretionary grant application.

Provided background information on Central Arizona Community College becoming a part of IFA. Provided historical information on issues between Pinal and Gila Counties and potential issues for Pima County.

Economic Development:

Regularly search, review and analyze Economic Development information initiatives and practices that may have value-added to Pima County's Board of Supervisors' and Manager's Economic Development Initiatives.

Regularly communicate with Economic Development individuals in state, outside and within Pima County.

Researched Brookings Institute and JP Morgan Chase Global Cities Initiative. Provided Deputy County Manager information on Initiative and related initiatives. Discussed these and other initiatives with staff.

Researched, analyzed and provided information on Cultivation of Entrepreneurship and Emerging Industries Partnerships with Public Libraries.

Researched, analyzed and provided information on Economic Development Concepts Technological Summit, Advanced Systems Initiative to provide analysis of what is in place, what is necessary to sustain economic growth, job growth, capital investment, technological infrastructure and future capital budgets.

Researched Arizona Legislature and City of Phoenix joint effort to attract International Trade. Offered advice for Pima County to become part of this Initiative to Attract Direct Foreign Investment in Arizona and Pima County.

Talked with Arizona Legislature staff involved in the International Trade and Commerce Committee in the House of Representatives.

Researched, analyzed and provided information on possible funding for Cultivation of Entrepreneurship and Emerging Industries and the Development of Micro-Business Lending.

Researched, analyzed and provided information on the Borderlands Trade Conference and Arid Lands Proof Concept Center.

Researched, analyzed and provided information on the City of Goodyear Business Incubator Initiatives and City of Phoenix Economic Development Initiatives.

Provided "Arizona Economic Summer Issue" with Economic Development information relevant to Pima County.

Local:

Reviewed, analyzed and discussed with staff Pima Prospers Draft Plan.

Reviewed and analyzed Pima Community College (PCC) Strategic Plan and attended Community Strategy session to advocate for Pima County's efforts to create viable partnerships with business and Community Based Organizations.

Prepared information and talking points for CSET Director and staff meeting with PCC Chancellor.

Read and analyzed Bridges Out of Poverty (BOOP). Met and began discussions regarding the philosophical underpinnings of the book and its applicability to Pima County's Initiative.

Researched and identified funding for possible funding to BOOP initiative to enhance service delivery, business partnerships and increase the education, workforce skills and opportunities of Pima County residents as they become more self-sufficient and productive.

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PIMA COUNTY DEPARTMENT OF COMMUNITY & ECONOMIC DEVELOPMENT ADMINISTRATION

PROJECT: Community & Economic Development
Technical Assistance, Consultation, Facilitation,
Coordination and Marketing Service

CONTRACTOR: Jose Gabriel Loyola

AMOUNT: \$40,000.00

FUNDING: Pima County General Fund
CED Administration Budget

CONTRACT

NO. CF-CED-14/0000000000000000030

AMENDMENT NO. _____

This number must appear on all
invoices, correspondence and
documents pertaining to this
contract.

PROFESSIONAL SERVICES CONTRACT - Board of Supervisors

THIS CONTRACT is entered into by and between Pima County, a body politic and corporate of the State of Arizona, hereinafter called COUNTY; and Jose Gabriel Loyola, hereinafter called CONTRACTOR.

WITNESSETH

WHEREAS, COUNTY requires the services of a CONTRACTOR to provide consultation, facilitation, coordination and marketing service in Community, Economic and Workforce Development; and

WHEREAS, pursuant to Board of Supervisors policy D-29.6(III)(C) the County Administrator has approved direct selection of this CONTRACTOR; and

WHEREAS, utilizing the services of CONTRACTOR is in the best interests of the COUNTY.

NOW, THEREFORE, the parties hereto agree as follows:

ARTICLE I - TERM AND EXTENSION/RENEWAL/CHANGES

- A. This Contract, as awarded by the Board of Supervisors, shall commence on February 1, 2013 and shall terminate on June 30, 2014, unless sooner terminated or further extended pursuant to the provisions of this Contract.
- B. The parties may renew this Contract for up to an additional forty-four (44) months in one-year periods or any portion thereof. Any modification, or extension of the contract termination date, shall be by formal written amendment executed by the parties hereto.
- C. Amendments to the Contract must be approved by the Board of Supervisors or the Procurement Director, as required by the Pima County Procurement code, before any work or deliveries under the Amendment commences.

ARTICLE II - PAYMENT

- A. Prior to the initiation of each project requested by COUNTY, CONTRACTOR shall submit a project schedule and estimated cost to be approved by the Deputy County Administrator for Community and Economic Development. CONTRACTOR shall be paid \$90.00 per hour inclusive of all activities.
- B. Total payment of this Contract shall not exceed **\$40,000.00**.

C. Requests for payment for services under this Contract must be:

1. Submitted monthly or quarterly;
2. Certified on invoices signed by CONTRACTOR or an authorized representative of CONTRACTOR; and
3. Supported by documentation that shows, date, hours of service, location and nature of work billed.

ARTICLE III – SCOPE OF SERVICES

A. This Contract sets forth the terms and conditions under which CONTRACTOR will provide consulting and technical expertise regarding the organization, funding, economic and social development of communities. Areas of focus will include, but are not limited to:

1. Aiding disadvantaged communities;
2. Planning and organizing community neighborhoods to participate in and benefit from economic and workforce development projects in the County; and
3. Coordination of County and community projects with state and federal agencies and funding resources.

B. The Deputy County Administrator for Community and Economic Development shall specify and schedule the services to be provided by CONTRACTOR. During the term of this Contract, CONTRACTOR may be required to provide any or all of the following services:

1. Planning. The development of strategic plans, reports, policies and priorities. Activities include, but are not limited to:
 - a. Planning process design;
 - b. Gathering community and/or stakeholder input, conducting surveys and facilitating focus groups, meetings or public hearing;
 - c. Research and reports;
 - d. Developing draft narratives and integrating comments; and
 - e. Producing finished documents.
2. Event planning. Activities include, but are not limited to, coordinating, implementing and overseeing planning efforts for large events such as conferences, seminars and trainings.
3. Community development and facilitation. Activities include, but are not limited to:
 - a. Identifying community issues;
 - b. Identifying key stakeholders;
 - c. Providing community education and public presentations;
 - d. Developing community based strategies;
 - e. Identifying outside resources;
 - f. Facilitating group discussions among stakeholders;
 - g. Implementing strategies; and
 - h. Monitoring results.

4. Research. Activities include, but are not limited to:
 - a. Literature reviews to identify research findings, best practices or ideas for innovation, policy trends and other planning-related information;
 - b. Data collection and analysis to assess community need in local, regional, state or national context;
 - c. Resource identification, especially of local and state economic development programs;
 - d. Data mapping;
 - e. Focus groups to determine particular industry or community need; and
 - f. Legislative changes and impact on program strategies.

 5. Developing program strategies. Activities include, but are not limited to:
 - a. Responding to changes in federal legislation and in local and state development programs; and
 - b. Helping county departments and communities to understand state and federal changes and their impact on their communities.

 6. Evaluation. The conduct of formative and summative evaluation of projects, programs and/or systems. Activities include, but are not limited to:
 - a. Developing evaluation plans and continuous improvement processes;
 - b. Identifying and designing appropriate process, outcome and customer satisfaction measures;
 - c. Conducting surveys, interviews, testing and other data collection methods;
 - d. Developing longitudinal studies to evaluate program impacts;
 - e. Designing community data management systems;
 - f. Providing statistical analysis;
 - g. Writing and presenting reports on findings and recommendations; and
 - h. Consulting on continuous improvement, design changes and corrective action.
- C. For each of the assigned activities and projects, CONTRACTOR shall:
1. Make requests for information, supporting documents, or other items through the assigned County contact person.
 2. Provide written updates on progress to County on a monthly basis or upon request.
 3. Perform the work in accordance with the terms of this Contract and to the best of CONTRACTOR's ability.
 4. Employ suitably trained and skilled professional personnel to perform all services under this Contract.
 5. Provide the following to the assigned County contact person:
 - a. Electronic copy of all submitted documents;
 - b. Documentation of submittal and receipt of activities; and
 - c. Additional copies of submittals upon request.
- D. All documents, correspondence, and supporting material prepared and/or received in the course of providing services pursuant to this Contract, shall be the sole property of the County.

ARTICLE IV - INSURANCE

- A. CONTRACTOR shall obtain and maintain at its own expense, during the entire term of this Contract the following type(s) and amounts of insurance:
1. Commercial General Liability in the amount of \$1,000,000.00 combined single limit Bodily Injury and Property Damage. Pima County is to be named as an additional insured for all operations performed within the scope of the Contract between Pima County and CONTRACTOR;
 2. Commercial or Business automobile liability coverage for owned, non-owned and hired vehicles used in the performance of this Contract with limits in the amount of \$1,000,000.00 combined single limit or \$1,000,000.00 Bodily Injury, \$1,000,000.00 Property Damage;
 3. If this Contract involves professional services, professional liability insurance in the amount of \$1,000,000.00; and
 4. If required by law, workers' compensation coverage including employees' liability coverage.
- B. CONTRACTOR shall provide COUNTY with current certificates of insurance. All certificates of insurance must provide for guaranteed thirty (30) days written notice to the COUNTY of cancellation, non-renewal or material change.

ARTICLE V - INDEMNIFICATION

- A. CONTRACTOR shall indemnify, defend, and hold harmless COUNTY, its officers, employees and agents from and against any and all suits, actions, legal administrative proceedings, claims or demands and costs attendant thereto, arising out of any act, omission, fault or negligence by the CONTRACTOR, its agents, employees or anyone under its direction or control or on its behalf in connection with performance of this Contract.
- B. CONTRACTOR warrants that all products and services provided under this contract are non-infringing. CONTRACTOR will indemnify, defend and hold COUNTY harmless from any claim of infringement arising from services provided under this contract or from the provision, license, transfer or use for their intended purpose of any products provided under this Contract.

ARTICLE VI - COMPLIANCE WITH LAWS

CONTRACTOR shall comply with all federal, state, and local laws, rules, regulations, standards and Executive Orders, without limitation to those designated within this Contract. The laws and regulations of the State of Arizona shall govern the rights of the parties, the performance of this Contract, and any disputes hereunder. Any action relating to this Contract shall be brought in a court of the State of Arizona in Pima County. Any changes in the governing laws, rules, and regulations during the terms of this Contract shall apply, but do not require an amendment.

ARTICLE VII - INDEPENDENT CONTRACTOR

The status of the CONTRACTOR shall be that of an independent contractor. Neither CONTRACTOR, nor CONTRACTOR'S officer's agents or employees shall be considered an employee of Pima County or be entitled to receive any employment-related fringe benefits under the Pima County Merit System. CONTRACTOR shall be responsible for payment of all federal, state and local taxes associated with the compensation received pursuant to this Contract and shall indemnify and hold COUNTY harmless from any and all liability which COUNTY may incur because

of CONTRACTOR'S failure to pay such taxes. CONTRACTOR shall be solely responsible for program development and operation.

ARTICLE VIII - SUBCONTRACTOR

CONTRACTOR will be fully responsible for all acts and omissions of any subcontractor and of persons directly or indirectly employed by any subcontractor and of persons for whose acts any of them may be liable to the same extent that the CONTRACTOR is responsible for the acts and omissions of persons directly employed by it. Nothing in this contract shall create any obligation on the part of COUNTY to pay or see to the payment of any money due any subcontractor, except as may be required by law.

ARTICLE IX - ASSIGNMENT

CONTRACTOR shall not assign its rights to this Contract, in whole or in part, without prior written approval of the COUNTY. Approval may be withheld at the sole discretion of COUNTY, provided that such approval shall not be unreasonably withheld.

ARTICLE X - NON-DISCRIMINATION

CONTRACTOR agrees to comply with all provisions and requirements of Arizona Executive Order 2009-09 including flow down of all provisions and requirements to any subcontractors. Executive Order 2009-09 supersedes Executive order 99-4 and amends Executive order 75-5 and may be viewed and downloaded at the Governor of the State of Arizona's website http://www.azgovernor.gov/dms/upload/EO_2009_09.pdf which is hereby incorporated into this contract as if set forth in full herein. During the performance of this contract, CONTRACTOR shall 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.

ARTICLE XI - AMERICANS WITH DISABILITIES ACT

CONTRACTOR shall comply with all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, including 28 CFR Parts 35 and 36.

ARTICLE XII - AUTHORITY TO CONTRACT

CONTRACTOR warrants its right and power to enter into this Contract. If any court or administrative agency determines that COUNTY does not have authority to enter into this Contract, COUNTY shall not be liable to CONTRACTOR or any third party by reason of such determination or by reason of this Contract.

ARTICLE XIII - FULL AND COMPLETE PERFORMANCE

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

ARTICLE XIV - CANCELLATION FOR CONFLICT OF INTEREST

This Contract is subject to cancellation for conflict of interest pursuant to ARS § 38-511, the pertinent provisions of which are incorporated into this Contract by reference.

ARTICLE XV – TERMINATION OF CONTRACT FOR DEFAULT

- A. Upon a failure by CONTRACTOR to cure a default under this Contract within 10 days of receipt of notice from COUNTY of the default, COUNTY may, in its sole discretion, terminate this Contract for default by written notice to CONTRACTOR. In this event, COUNTY may take over the work and complete it by contract or otherwise. In such event, CONTRACTOR shall be liable for any damage to the COUNTY resulting from CONTRACTOR's default, including any increased costs incurred by COUNTY in completing the work.
- B. The occurrence of any of the following, without limitation to the named events, shall constitute an event of default:
1. Abandonment of or failure by CONTRACTOR to observe, perform or comply with any material term, covenant, agreement or condition of this Contract, or to prosecute the work or any separable part thereof with the diligence that will insure completion within the time specified in this contract, including any extension, or a failure to complete the work (or the separable part of the work) within the specified time;
 2. Persistent or repeated refusal or failure to supply adequate staff, resources or direction to perform the work on schedule or at an acceptable level of quality;
 3. Refusal or failure to remedy defective or deficient work within a reasonable time;
 4. Loss of professional registration or business or other required license or authority, or any curtailment or cessation for any reason of business or business operations that would substantially impair or preclude CONTRACTOR's performance of this Contract;
 5. Disregard of laws, ordinances, or the instructions of COUNTY or its representatives, or any otherwise substantial violation of any provision of the contract;
 6. Performance of work hereunder by personnel that are not qualified or permitted under state law or local law to perform such services;
 7. Commission of any act of fraud, misrepresentation, willful misconduct, or intentional breach of any provision of this Contract; or
 8. If a voluntary or involuntary action for bankruptcy is commenced with respect to CONTRACTOR, or CONTRACTOR becomes insolvent, makes a general assignment for the benefit of creditors, or has a receiver or liquidator appointed in respect of its assets.
- C. In the event of a termination for default:
1. All finished and unfinished drawings, specifications, documents, data, studies, surveys, drawings, photographs, reports and other information in whatever form, including electronic, acquired or prepared by CONTRACTOR for this project shall become COUNTY's property and shall be delivered to COUNTY not later than five (5) business days after the effective date of the termination;
 2. COUNTY may withhold payments to CONTRACTOR arising under this or any other Contract for the purpose of set-off until such time as the exact amount of damage due COUNTY from CONTRACTOR is determined; and
 3. Subject to the immediately preceding subparagraph (2), COUNTY's liability to CONTRACTOR shall not exceed the Contract value of work satisfactorily performed prior to the date of termination for which payment has not been previously made.

- D. The Contract will not be terminated for default nor the CONTRACTOR charged with damages under this Article, if—
1. Excepting item (8) in paragraph B above, the event of default or delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of CONTRACTOR. Examples of such causes include—
 - a. Acts of God or of the public enemy,
 - b. Acts of the COUNTY in either its sovereign or contractual capacity,
 - c. Acts of another Contractor in the performance of a contract with the COUNTY,
 - d. Fires,
 - e. Floods,
 - f. Epidemics,
 - g. Quarantine restrictions,
 - h. Strikes,
 - i. Freight embargoes,
 - j. Unusually severe weather, or
 - k. Delays of subcontractors at any tier arising from unforeseeable causes beyond the control and without the fault or negligence of both CONTRACTOR and the subcontractor(s); and
 2. The CONTRACTOR, within seven (7) days from the beginning of any event of default or delay (unless extended by COUNTY), notifies the COUNTY in writing of the cause(s) therefor. In this circumstance, the COUNTY shall ascertain the facts and the extent of the resulting delay. If, in the reasonable judgment of COUNTY, the findings warrant such action, the time for completing the work may be extended.
- E. For the purposes of paragraph A above, "receipt of notice" shall include receipt by hand by CONTRACTOR's project manager, by facsimile transmission with notice of receipt, or under the Notices clause of this Contract.
- F. If, after termination of the Contract for default, it is determined that the CONTRACTOR was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of the COUNTY.
- G. The rights and remedies of COUNTY in this Article are cumulative and in addition to any other rights and remedies provided by law or under this contract.

ARTICLE XVI – TERMINATION FOR CONVENIENCE

- A. COUNTY reserves the right to terminate this Contract at any time and without cause by serving upon CONTRACTOR 30 days advance written notice of such intent to terminate. In the event of such termination, the COUNTY'S only obligation to CONTRACTOR shall be payment for services rendered prior to the date of termination.
- B. Notwithstanding any other provision in this Contract, this Contract may be terminated if for any reason, there are not sufficient appropriated and available monies for the purpose of maintaining COUNTY or other public entity obligations under this Contract. In the event of such termination, COUNTY shall have no further obligation to CONTRACTOR, other than to pay for services rendered prior to termination.

ARTICLE XVII - NOTICE

Any notice required or permitted to be given under this Contract shall be in writing and shall be served by personal delivery or by certified mail upon the other party as follows:

COUNTY:

Mr. Hank Atha
Deputy County Administrator
Pima County Administration Office
130 West Congress Street, 10th Floor
Tucson, AZ 85701

CONTRACTOR:

Mr. Jose Gabriel Loyola
EIN 43-1986257
Loyola Associates
1310 West Campbell Avenue
Phoenix, AZ 85013

ARTICLE XVIII - NON-EXCLUSIVE CONTRACT

CONTRACTOR understands that this Contract is non-exclusive and is for the sole convenience of COUNTY. COUNTY reserves the right to obtain like services from other sources for any reason.

ARTICLE XIX - REMEDIES

Either party may pursue any remedies provided by law for the breach of this Contract. No right or remedy is intended to be exclusive of any other right or remedy and each shall be cumulative and in addition to any other right or remedy existing at law or at equity or by virtue of this Contract.

ARTICLE XX - SEVERABILITY

Each provision of this Contract stands alone, and any provision of this Contract found to be prohibited by law shall be ineffective to the extent of such prohibition without invalidating the remainder of this Contract.

ARTICLE XXI - BOOKS AND RECORDS

CONTRACTOR shall keep and maintain proper and complete books, records and accounts, which shall be open at all reasonable times for inspection and audit by duly authorized representatives of COUNTY.

In addition, CONTRACTOR shall retain all records relating to this contract at least 5 years after its termination or cancellation or, if later, until any related pending proceeding or litigation has been closed.

ARTICLE XXII- PUBLIC INFORMATION

- A. Pursuant to A.R.S. § 39-121 et seq., and A.R.S. § 34-603(H) in the case of construction or Architectural and Engineering services procured under A.R.S. Title 34, Chapter 6, all information submitted in response to this solicitation, including, but not limited to, pricing, product specifications, work plans, and any supporting data becomes public information and upon request, is subject to release and/or review by the general public including competitors.
- B. Any records submitted in response to this solicitation that respondent reasonably believes constitute proprietary, trade secret or otherwise confidential information must be appropriately and prominently marked as CONFIDENTIAL by respondent prior to the close of the solicitation.

- C. Notwithstanding the above provisions, in the event records marked CONFIDENTIAL are requested for public release pursuant to A.R.S. § 39-121 et seq., County shall release records marked CONFIDENTIAL ten (10) business days after the date of notice to the respondent of the request for release, unless respondent has, within the ten day period, secured a protective order, injunctive relief or other appropriate order from a court of competent jurisdiction, enjoining the release of the records. For the purposes of this paragraph, the day of the request for release shall not be counted in the time calculation. Respondent shall be notified of any request for such release on the same day of the request for public release or as soon thereafter as practicable.
- D. County shall not, under any circumstances, be responsible for securing a protective order or other relief enjoining the release of records marked CONFIDENTIAL, nor shall County be in any way financially responsible for any costs associated with securing such an order.

ARTICLE XXIII – LEGAL ARIZONA WORKERS ACT COMPLIANCE

- A. CONTRACTOR hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to CONTRACTOR'S employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). CONTRACTOR shall further ensure that each subcontractor who performs any work for CONTRACTOR under this contract likewise complies with the State and Federal Immigration Laws.
- B. COUNTY shall have the right at any time to inspect the books and records of CONTRACTOR and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.
- C. Any breach of CONTRACTOR'S or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, shall be deemed to be a material breach of this Contract subjecting CONTRACTOR to penalties up to and including suspension or termination of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, CONTRACTOR shall 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.
- D. CONTRACTOR shall advise each subcontractor of COUNTY'S rights, and the subcontractor's obligations, under this Article by including a provision in each subcontract substantially in the following form:

"SUBCONTRACTOR hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to SUBCONTRACTOR's employees, and with the requirements of A.R.S. § 23-214 (A). SUBCONTRACTOR further agrees that COUNTY may inspect the SUBCONTRACTOR'S books and records to insure that SUBCONTRACTOR is in compliance with these requirements. Any breach of this paragraph by SUBCONTRACTOR will be deemed to be a material breach of this contract subjecting SUBCONTRACTOR to penalties up to and including suspension or termination of this contract."
- E. Any additional costs attributable directly or indirectly to remedial action under this Article shall be the responsibility of CONTRACTOR. In the event that remedial action under this Article results in delay to one or more tasks on the critical path of CONTRACTOR's approved construction or critical milestones schedule, such period of delay shall be deemed excusable delay for which CONTRACTOR shall be entitled to an extension of time, but not costs.

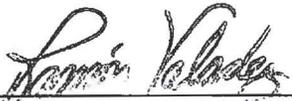
ARTICLE XXIV - ENTIRE AGREEMENT

This document constitutes the entire agreement between the parties pertaining to the subject matter hereof, and all prior or contemporaneous agreements and understandings, oral or written, are hereby superseded and merged herein. This Contract may be modified, amended, altered or extended only by a written amendment signed by the parties.

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

PIMA COUNTY

CONTRACTOR – Jose Gabriel Loyola



Chairman, Board of Supervisors
Date: AUG 19 2013



Authorized Officer Signature
JOSE GABRIEL LOYOLA
Printed Name and Title
Date: 7/23/2013

ATTEST



Clerk of the Board
Date: AUG 19 2013

APPROVED AS TO CONTENT:



Hank Atha
Deputy County Administrator for
Community & Economic Development
Date: 7-22-13

APPROVED AS TO FORM:



Karen S. Friar, Deputy County Attorney