



Contract Number: CT.CEO-13\*787  
Effective Date: 5-28-13  
Term Date: 8-1-13  
Cost: \$5,000.-  
Revenue: \_\_\_\_\_  
Total: \_\_\_\_\_ NTE: \_\_\_\_\_  
Action: \_\_\_\_\_  
Renewal By: \_\_\_\_\_  
Term: 8-1-13  
Reviewed by: [Signature]

## **BOARD OF SUPERVISORS AGENDA ITEM SUMMARY**

Requested Board Meeting Date: June 4, 2013

### **ITEM SUMMARY, JUSTIFICATION &/or SPECIAL CONSIDERATIONS:**

Requesting approval of Funding Agreement with Flowing Wells School District for \$5,000.00 to allow the Flowing Wells Family Resource Center, 2013 Summer Program to remain open during the summer school break from May 28, 2013 through August 1, 2013.

CONTRACT NUMBER (If applicable): 13\*787

### **STAFF RECOMMENDATION(S):**

Recommend approval of the Funding Agreement with Flowing Wells School District.

CORPORATE HEADQUARTERS: Pima County, Tucson, Arizona

Page 1 of 2

To: COB- 5-22-13  
Agenda 6-4-13  
(2)

Procedure Dept 05/15/13 PM01:56

**CLERK OF BOARD USE ONLY: BOS MTG.** \_\_\_\_\_

**ITEM NO.** \_\_\_\_\_

**PIMA COUNTY COST:** \$5,000.00/or **REVENUE TO PIMA COUNTY:** \$ -0-

**FUNDING SOURCE(S):** General Fund/CED Administration 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:**

Pima County will assist families in the Flowing Wells service area during the summer months when children are not in school, to ensure that critical needs are met and that adults have access to services that will assist in obtaining or retaining employment.

**IF DENIED:**

Pima County will miss the opportunity to assist families in the Flowing Wells service area during the summer months when children are not in school, to ensure that critical needs are met and that adults have access to services that will assist in obtaining or retaining employment.

**DEPARTMENT NAME:** CED – Community & Economic Development Administration

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

CONTRACT	
NO. <i>CT.CED.1300000 00000 00000 787</i>	
AMENDMENT NO. _____	
This number must appear on all invoices, correspondence and documents pertaining to this contract.	

## FUNDING AGREEMENT

Board of Supervisors Authorized Funding \$5,000 or more

THIS CONTRACT is entered into between Pima County, a body politic and corporate of the State of Arizona, hereinafter called COUNTY: and Flowing Wells School District, a nonprofit corporation, hereinafter called DISTRICT.

### WITNESSETH

WHEREAS, pursuant to A.R.S. § 11-254.04, 11-251(5) and 11-251(17), COUNTY may appropriate and spend public monies for and in connection with activities that the County Board of Supervisors finds and determines will assist in the improvement or enhancement of the economic welfare and health of County inhabitants; and

WHEREAS, COUNTY finds that there is a need to assist families in the Flowing Wells service area during the summer months when children are not in school, to ensure that critical needs are met and that adults have access to services that will assist in obtaining or retaining employment; and

WHEREAS, DISTRICT is an organization that provides direct assistance to families, cultivates community relations and promotes economic development in the economically-disadvantaged area of Flowing Wells through the Flowing Wells Family Resource Center; and

WHEREAS, DISTRICT will operate the Flowing Wells Family Resource Center and provide: emergency food boxes; clothing and shoes; health and hygiene items; bus passes; household items and supplies; and information, referral, and advocacy services to agencies that assist families with rental, utility, employment and medical assistance; and

WHEREAS, COUNTY finds that it is in the best interests of the residents of Pima County to support the activities of the Flowing Wells Family Resource Center during the 2013 summer school break (May 28, 2013 through August 1, 2013).

NOW, THEREFORE, the parties hereto agree as follows:

### ARTICLE I – TERM AND EXTENSION/RENEWAL

This Contract shall commence on the 28<sup>th</sup> day of May 2013, and shall terminate on the 1<sup>st</sup> day of August 2013, unless sooner terminated or further extended pursuant to this Contract.

### ARTICLE II – SCOPE

DISTRICT will use the COUNTY funding to pay for expenses directly related to the operation of the Flowing Wells Family Resource Center pursuant to the Scope of Services set forth in Exhibit A. The Center will be open from May 28, 2013 through August 1, 2013 on the days specified in Exhibit C.

### ARTICLE III – PAYMENT

COUNTY agrees to provide one lump sum payment in the amount of five thousand dollars (\$5,000.00) to DISTRICT to cover some of the costs set forth in Exhibit B. DISTRICT agrees to provide an expense/financial report no later than September 1, 2013. Total Payment for this Contract shall not exceed \$5,000.00. The lump sum payment may be paid immediately upon execution of this agreement and receipt of invoice from DISTRICT. Funding source is the general fund, Community and Economic Development Administration budget.

#### **ARTICLE IV – INDEMNIFICATION AND INSURANCE**

- A. Each party (as Indemnitor) agrees to indemnify, defend and hold harmless the other party (as Indemnitee) from and against any and all claims, losses, liability, costs or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such claims which result in vicarious/derivative liability to the Indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers.
- B. When requested, DISTRICT shall provide COUNTY with proof of its worker's compensation, automobile, accident, property damage, and liability coverage or program of self-insurance.

#### **ARTICLE V – COMPLIANCE WITH LAWS**

DISTRICT 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 performances of this Contract, and any disputes hereunder. Any actions 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 VI – INDEPENDENT CONTRACTOR**

The status of the DISTRICT shall be that of an independent contractor. Neither DISTRICT, nor DISTRICT's officers' 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. DISTRICT 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 DISTRICT's failure to pay such taxes. DISTRICT shall be solely responsible for Program development and operation.

#### **ARTICLE VII – SUBCONTRACTOR**

DISTRICT 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 DISTRICT is responsible for the acts and omissions for persons directly employed by it. Nothing in this Contract shall create any obligations 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 VIII – ASSIGNMENT**

DISTRICT 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 IX – NONDISCRIMINATION**

DISTRICT 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](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,

DISTRICT 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 X – AMERICANS WITH DISABILITIES ACT**

DISTRICT 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 XI – AUTHORITY TO CONTRACT**

DISTRICT 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 DISTRICT or any third party by reason of such determination or by reason of this Contract.

#### **ARTICLE XII – 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 actions 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 conditions, either in the past or in the future. The acceptance by either party of sums less than may be due and owing in at any time shall not be construed as an accord and satisfaction.

#### **ARTICLE XIII – 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 XIV - 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:

**Hank Atha  
Deputy County Administrator  
130 West Congress Street, 10<sup>th</sup> Floor  
Tucson, AZ 85701  
(520) 724-3992 direct  
(520) 724-8171 fax**

DISTRICT:

**Flowing Wells School District  
1556 West Prince Road  
Tucson, AZ 85705  
(520) 696-8801  
(520) 690-2400 fax**

#### **ARTICLE XV – 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 XVI- PUBLIC INFORMATION**

- A. Pursuant to A.R.S. § 39-121 et seq., all information regarding this agreement is subject to release and/or review by the general public including competitors.
- B. Any records that DISTRICT believes constitute proprietary, trade secret or otherwise confidential information must be appropriately and prominently marked as CONFIDENTIAL by DISTRICT.
- 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 DISTRICT of the request for release, unless DISTRICT 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. DISTRICT 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 XVII – WORKERS COMPENSATION**

Each party shall comply with the notice of A.R.S. § 23-1022 (E). For purposes of A.R.S. § 23-1022, each party shall be considered the primary employer of all personnel currently or hereafter employed by that party, irrespective of the operations of protocol in place, and said party shall have the sole responsibility for the payment of Worker's Compensation benefits or other fringe benefits of said employees.

#### **ARTICLE XVIII – NO JOINT VENTURE**

It is not intended by this Agreement to, and nothing contained in this Intergovernmental 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 City employees, or between City and any County employees. No 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.

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK**

**ARTICLE XVIII – ENTIRE AGREEMENT**

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

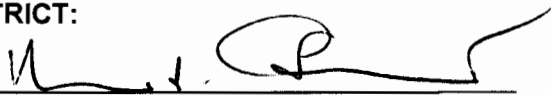
IN WITNESS THEREOF, the parties have affixed their signatures to this Contract on the date written below.

**PIMA COUNTY:**

\_\_\_\_\_  
Chairman, Board of Supervisors

Date: \_\_\_\_\_

**DISTRICT:**

  
\_\_\_\_\_  
Signature

Nicholas I. Clement, Superintendent  
Printed Name and Title

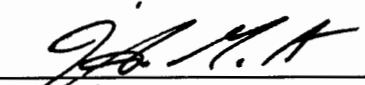
Date: 5/14/13

**ATTEST:**

\_\_\_\_\_  
Clerk of the Board

Date: \_\_\_\_\_

**APPROVED AS TO CONTENT:**

  
\_\_\_\_\_  
Hank Atha  
Deputy County Administrator for Community  
And Economic Development

Date: 5-6-13

**APPROVED AS TO FORM:**

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

Date: 5-13-13

**2013 Summer Program**

**Scope of Services**

The Flowing Wells Family Resource Center has been meeting emergency services in the Flowing Wells district and surrounding community since 1991. There is a large population of low-income households in the Flowing Wells community, but local resources are extremely limited. The current school poverty rate is 74%. Public transportation does not serve this area well and many families have no viable transportation to travel outside the community for assistance. There is a critical need for services to continue throughout the summer break.

As of March 2013, Flowing Wells Family Resource Center has provided almost 3700 units of service to over 500 individuals during the 2012/2013 school year. Just over 300 of those individuals are unduplicated. Approximately 1050 individuals have received over 1520 phone/walk-in referrals or services, and of those individuals 116 were Flowing Wells students whom received direct services. We have received a marked uptake in students requesting food assistance directly rather than through a parent.

The Flowing Wells Family Resource Center is a pantry for the Community Food Bank. This resource made it possible to distribute over 287 emergency food boxes to approximately 1287 individuals. With food donations throughout the year from the community and district food drive Family Resource was also able to provide over 300 additional supplemental food boxes. This supplemental box is three times the size of the Community Food Bank box.

The services that will continue to be offered throughout the summer program would include emergency food boxes, clothing and shoes, health and hygiene items, bus passes, household items and supplies and information/referral/advocacy services to agencies that assist with rental, utility, employment and medical assistance.

With funding from Pima County, Flowing Wells Family Resource Center will be able to remain open to district students and their families as well as to members of the surrounding community by maintaining its Liaison for the purpose of providing these services throughout the 2013 summer break.

Proposed hours of operation: 7:00-3:00, 4 days per week. Closed on Friday.



2013 Summer Program Cost Analysis  
Flowing Wells Family Resource Center

**EXHIBIT B**

Salaries and Benefits		
FWFRC Liaison		
38 days @ 8 hours @ \$15.31/hour		4,654

Other Expenses		
Operating Costs	1,000	
Supplies	200	
Insurance (liability & facility)	100	
Travel	200	
Subtotal		1,500

Total Program Cost	6,154
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Flowing Wells Family Resource Center

**EXHIBIT C**

2013 Proposed Summer Schedule

May – 28, 29, 30

June – 3, 4, 5, 6

10, 11, 12, 13

17, 18, 19, 20

24, 25, 26, 27

July – 1, 2, 3

8, 9, 10, 11

15, 16, 17, 18

22, 23, 24, 25

29, 30, 31

August - 1