



**BOARD OF SUPERVISORS AGENDA ITEM REPORT
CONTRACTS / AWARDS / GRANTS**

Requested Board Meeting Date: 05/16/2017

or Procurement Director Award

Contractor/Vendor Name (DBA): Blackman, Jerrilyn

Project Title/Description:

Administrative Hearing Officer Services - Animal Noise and Dangerous Dog Cases(PACC)

Purpose:

Hear testimony and review evidence presented during administrative hearings related to animal noise, dangerous animal, and canine-wild animal hybrid cases. Apply appropriate sanctions and fines.

Procurement Method:

Appointed by BOS per A.R.S. 11-1006.

Program Goals/Predicted Outcomes:

To adjudicate civil violations related to enforcement of the animal code including dangerous animal, excessive noise violations and canine-wild animal hybrids pursuant to Tucson City Code, Pima County Code and A.R.S. 11-1006.

Public Benefit:

Provides cost effective resolution of civil disputes settled between complainant(s) and defendant(s).

Metrics Available to Measure Performance:

The number of cases processed.

Retroactive:

No

Original Information

Document Type: CT Department Code: HD Contract Number (i.e., 15-123): 17-330

Effective Date: 7/1/2017 Termination Date: 6/30/2018 Prior Contract Number (Synergen/CMS): N/A

Expense Amount: \$ 4,500.00 Revenue Amount: \$ _____

Funding Source(s): PACC Special Revenue Fund, 2001

Cost to Pima County General Fund: \$0.00

Contract is fully or partially funded with Federal Funds? Yes No Not Applicable to Grant Awards

Were insurance or indemnity clauses modified? Yes No Not Applicable to Grant Awards

Vendor is using a Social Security Number? Yes No Not Applicable to Grant Awards

If Yes, attach the required form per Administrative Procedure 22-73.

Amendment Information

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

Amendment No.: _____ AMS Version No.: _____

Effective Date: _____ New Termination Date: _____

Expense Revenue Increase Decrease Amount This Amendment: \$ _____

Funding Source(s): _____

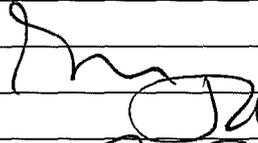
Cost to Pima County General Fund: _____

Contact: Sharon Grant

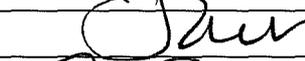
Department: Health

Telephone: 724-7842

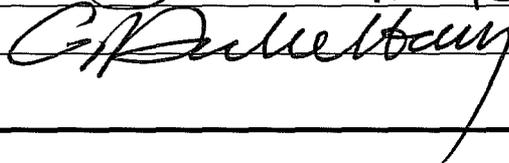
Department Director Signature/Date:

 24 April 2017

Deputy County Administrator Signature/Date:

 4/24/2017

County Administrator Signature/Date:
(Required for Board Agenda/Addendum Items)

 4/25/17

Pima County Department of Health					
Project: Pima Animal Care Center Administrative Hearing Officer Services	<table border="1"> <tr><td style="text-align: center;">CONTRACT</td></tr> <tr><td>NO. <u>CT-AD-17-330</u></td></tr> <tr><td>AMENDMENT NO. _____</td></tr> <tr><td style="font-size: small;">This number must appear on all invoices, correspondence and documents pertaining to this contract.</td></tr> </table>	CONTRACT	NO. <u>CT-AD-17-330</u>	AMENDMENT NO. _____	This number must appear on all invoices, correspondence and documents pertaining to this contract.
CONTRACT					
NO. <u>CT-AD-17-330</u>					
AMENDMENT NO. _____					
This number must appear on all invoices, correspondence and documents pertaining to this contract.					
Contractor: Jerrilyn (Jerri) Blackman PO Box 85357 Tucson, AZ 85754-5357 (520) 471-6747 blackman.jerri@gmail.com					
Amount: \$4,500.00					
Funding: PACC Special Revenue Fund, 2001	(STAMP HERE)				

PROFESSIONAL SERVICES CONTRACT

1. Parties, Background and Purpose.

- 1.1. Parties. This Contract is between Pima County, a body politic and corporate of the State of Arizona ("County"), and Jerrilyn (Jerri) Blackman ("Contractor").
- 1.2. Authority. The Pima County Board of Supervisors may appoint a hearing officer to hear and determine dangerous animal, animal noise and canine-wild animal hybrid hearing officer services pursuant to Tucson City Code, Pima County Ordinance and A.R.S. §11-1006.

2. Term.

- 2.1. Original Term. This Contract is effective for a one-year period commencing on July 1, 2017 (the "Initial Term"). "Term," when used in this Contract, means the Initial Term plus any exercised Extension Options.
- 2.2. Extension Options. County may renew this Contract for up to four (4) additional periods of up to 1 year each (each an "Extension Option"). An Extension Option will be effective only upon execution by the Parties of a formal written amendment.

3. Scope of Services. Contractor will provide County with Administrative Hearing Officer services as follows:

- A. The CONTRACTOR shall conduct administrative hearings to determine dangerous animals pursuant to Tucson City Code sec.4-13 and Pima County Code sec. 6.04.150; excessive noise pursuant to Pima County Code sec. 6.04.160; canine-wild animal hybrids pursuant to Pima County Code secs. 6.05.010 - 6.05.060; impoundment time, notice and costs pursuant to Tucson City Code sec. 4-99; and disposition of animals pursuant to Tucson City Code sec. 4-12.

- B. The CONTRACTOR shall provide a written decision resulting from an administrative hearing within five (5) working days of the hearing and shall notify the owner of the animal of such decision.
 - C. The CONTRACTOR shall certify all records or transcripts of administrative hearing as complete.
 - D. The COUNTY shall provide training as required to Pima Animal Care Center staff in the area of animal behavior.
 - E. The CONTRACTOR shall perform independent administrative hearing officer services in accordance with state law, COUNTY ordinances and policy.
 - F. Upon mutual agreement, CONTRACTOR will provide other civil hearing services as required by Pima Animal Care Center.
 - G. The COUNTY, through the Pima Animal Care Center, shall maintain a record of all hearings and enter into a record all continuances, postponements, dates of giving notices and all findings and recommendations; shall serve copies of findings and recommendations by mail upon parties at hearings, and upon any person or organization requesting copies upon payment of a reasonable fee; and shall provide all administrative services and necessary materials to the CONTRACTOR in the performance of their duties as specified in the Contract.
 - H. Upon termination of this Contract all assets of the COUNTY in possession of the CONTRACTOR, including any and all fees collected pursuant to this Contract, shall remain the property of COUNTY and be returned forthwith to the COUNTY.
4. **Key Personnel.** Not applicable.
5. **Compensation and Payment.**
- 5.1. Rates; Adjustment. County will pay Contractor at the rate of \$40.00 for each hour of service performed. Those rates will remain in effect during an Extension Option period unless Contractor, at least 90 days before the end of the then-existing Term, or at the time the County informs Contractor that the County intends to extend the Term, if that is earlier, notifies County in writing of any adjustments to those rates, and the reasons for the adjustments.
 - 5.2. Maximum Payment Amount. County's total payments to Contractor under this Contract, including any sales taxes, may not exceed \$4,500.00 (the "Not to Exceed - NTE Amount"). The NTE Amount can only be changed by a formal written amendment executed by the Parties. Contractor is not required to provide any goods or services, payment for which will cause the County's total payments under this Contract to exceed the NTE Amount; if Contractor does so, it is at the Contractor's own risk.
 - 5.3. Timing of Invoices. Contractor will invoice County on a monthly basis. County must receive invoices no more than 30 days after the end of the billing period in which Contractor delivered the invoiced products or services to County. County may refuse to pay for any product or service for which Contractor does not timely invoice the County and, pursuant to A.R.S. § 11-622(C), will not pay for any product or service invoiced more than 6-months late.

- 5.4. Content of Invoices. Contractor will include detailed documentation in support of its invoices and assign each amount billed to an appropriate line item.
 - 5.5. Invoice Adjustments. County may, at any time during the Term and during the retention period set forth in Section 22 below, question any payment under this Contract. If County raises a question about the propriety of a past payment, Contractor will cooperate with County in reviewing the payment. County may set-off any overpayment against amounts due to Contractor under this or any other contract between County and Contractor. Contractor will promptly pay to County any overpayment that County cannot recover by set-off.
6. **Insurance.** Contractor will procure and maintain at its own expense insurance policies satisfying the below requirements until all of its obligations under this Contract have been met. The insurance requirements are minimum requirements for this Contract and in no way limit Contractor's indemnity obligations under this Contract. The County in no way warrants that the required insurance is sufficient to protect the Contractor for liabilities that might arise from or relate to this Contract.

6.1. Insurance Coverages and Limits:

- 6.1.1. **Business Automobile Liability:** Coverage for any owned, leased, hired, and/or non-owned vehicles assigned to or used in the performance of this Contract with minimum limits of not less than \$50,000 combined single limit for bodily injury and property damage.
- 6.1.2. **Workers' Compensation (WC) and Employers' Liability:** Arizona Statutory Workers' Compensation benefits. In Arizona, worker's compensation statutory coverage is compulsory for employers of one or more employees.
 - 6.1.2.1. Note: The Workers' Compensation requirement does not apply if Contractor has no employees and therefore is exempt under A.R.S. § 23-901, and has signed and executed the Pima County Sole Proprietor (Independent Contractor) Waiver form.

6.2. County Verification and Approval of Coverage:

- 6.2.1. **Coverage Documentation:** Contractor must provide certificates of insurance or other appropriate documentation to County. Each certificate must include in the body of the Certificate the Pima County contract tracking number and Project Name for this Contract, which is on the first page of the Contract.
- 6.2.2. **Insurance Renewal:** The insurance policy must be in effect prior to commencement of work under this contract and remain in effect for the duration of the project. If the policy expires during the contract period, a renewal certificate must be provided to County not less than 15 days prior to the policy's expiration date. Failure to maintain the Required Insurance, or to provide evidence of renewal prior to the renewal date, is a material breach of this Contract.
- 6.2.3. **Cancellation Notice:** Each Required Insurance policy must provide that County will receive not less than thirty (30) days advance written notice of any policy cancellation, except 10-days prior notice is sufficient when the cancellation is for non-payment of a premium. Contractor must also provide notice to Pima County within two days of their

receipt of notice of a policy suspension, policy cancelation or a material change of coverage of the Required Insurance.

- 6.2.4. **Approval and Modifications:** The Pima County Risk Manager may approve modifications of the Insurance Requirements without the necessity of a formal Contract amendment, but the approval must be in writing. Neither the County's failure to obtain a required insurance certificate or endorsement, the County's failure to object to a non-complying insurance certificate or endorsement, or the County's receipt of any other information from the Contractor, its insurance broker(s) and/or insurer(s), constitutes a waiver of any of the Insurance Requirements.
7. **Indemnification.** To the fullest extent permitted by law, Contractor will defend, indemnify, and hold harmless Pima County and any related taxing district, and the officials and employees of each of them (collectively, "Indemnatee") from and against any and all claims, actions, liabilities, losses, and expenses (including reasonable attorney fees) (collectively, "Claims") arising out of actual or alleged injury of any person (including death) or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by any act or omission of Contractor or any of Contractor's directors, officers, agents, employees, volunteers, or subcontractors. This indemnity includes any claim or amount arising or recovered under the Workers' Compensation Law or arising out of the failure of Contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. The Indemnatee will, in all instances, except for Claims arising solely from the acts or omissions of the Indemnatee, be indemnified by Contractor from and against any and all Claims. Contractor is responsible for primary loss investigation, defense and judgment costs for any Claim to which this indemnity applies. This indemnity will survive the expiration or termination of this Contract.
8. **Laws and Regulations.**
- 8.1. Compliance with Laws. Contractor will comply with all federal, state, and local laws, rules, regulations, standards and Executive Orders.
- 8.2. Licensing. Contractor warrants that it is appropriately licensed to provide the services under this Contract and that its subcontractors will be appropriately licensed.
- 8.3. Choice of Law; Venue. The laws and regulations of the State of Arizona govern the rights and obligations of the parties under this Contract. Any action relating to this Contract must be filed and maintained in the appropriate court of the State of Arizona in Pima County.
9. **Independent Contractor.** Contractor is an independent contractor. Neither Contractor, nor any of Contractor's officers, agents or employees will be considered an employee of Pima County for any purpose or be entitled to receive any employment-related benefits, or assert any protections, under the Pima County Merit System. Contractor is responsible for paying all federal, state and local taxes on the compensation received by Contractor under this Contract and will indemnify and hold County harmless from any and all liability that County may incur because of Contractor's failure to pay such taxes.
10. **Subcontractors.** Contractor is 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 its own employees. Nothing in this Contract creates

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.

11. **Assignment.** Contractor may not assign its rights or obligations under this Contract, in whole or in part, without the County's prior written approval. County may withhold approval at its sole discretion.
12. **Non-Discrimination.** Contractor will comply with all provisions and requirements of Arizona Executive Order 2009-09, which is hereby incorporated into this contract, including flow-down of all provisions and requirements to any subcontractors. During the performance of this Contract, Contractor will 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.
13. **Americans with Disabilities Act.** Contractor will 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.
14. **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 will not be liable to Contractor or any third party by reason of such determination or by reason of this Contract.
15. **Full and Complete Performance.** The failure of either party to insist, in one or more instances, upon the other party's full and complete performance under this Contract, or to take any action based on the other party's failure to fully and completely perform, is not 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 is not an accord and satisfaction.
16. **Cancellation for Conflict of Interest.** This Contract is subject to cancellation for conflict of interest pursuant to A.R.S. § 38-511, the pertinent provisions of which are incorporated into this Contract by reference.
17. **Termination by County.**
 - 17.1. Without Cause. County may terminate this Contract at any time, with or without cause, by serving a written notice upon Contractor at least 30 days before the effective date of the termination. In the event of such termination, County's only obligation to Contractor will be payment for services rendered prior to the date of termination.
 - 17.2. With Cause. County may terminate this Contract at any time without advance notice and without further obligation to County when County finds Contractor to be in default of any provision of this Contract.
 - 17.3. Non-Appropriation. Notwithstanding any other provision in this Contract, County may terminate this Contract 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 will have no further obligation to Contractor, other than to pay for services rendered prior to termination.

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

County:

Director
Pima County Health Department
3950 S. Country Club, Suite 100
Tucson, AZ 85714

Contractor:

Jerrilyn (Jerri) Blackman
PO Box 85357
Tucson, AZ 85754-5357
(520) 471-6747

19. **Non-Exclusive Contract.** Contractor understands that this Contract is nonexclusive and is for the sole convenience of County. County reserves the right to obtain like services from other sources for any reason.
20. **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 is cumulative and in addition to any other right or remedy existing at law or at equity or by virtue of this Contract.
21. **Severability.** Each provision of this Contract stands alone, and any provision of this Contract found to be prohibited by law will be ineffective to the extent of such prohibition without invalidating the remainder of this Contract.
22. **Books and Records.** Contractor will keep and maintain proper and complete books, records and accounts, which will be open at all reasonable times for inspection and audit by duly authorized representatives of County. In addition, Contractor will retain all records relating to this Contract for at least five (5) years after its expiration or termination or, if later, until any related pending proceeding or litigation has concluded.
23. **Public Records.**
- 23.1. Disclosure. 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 documents submitted in response to the solicitation resulting in award of this Contract, including, but not limited to, pricing schedules, product specifications, work plans, and any supporting documents, are public records. As such, those documents are subject to release and/or review by the general public upon request, including competitors.
- 23.2. Records Marked Confidential; Notice and Protective Order. If Contractor reasonably believes that some of those records contain proprietary, trade-secret or otherwise-confidential information, Contractor must prominently mark those records "CONFIDENTIAL." In the event a public-records request is submitted to County for records marked CONFIDENTIAL, County will notify Contractor of the request as soon as reasonably possible. County will release the records 10 business days after the date of that notice, unless Contractor has, within that period, secured an appropriate order from a court of competent jurisdiction, enjoining the release of the records. County will not, under any circumstances, be responsible for securing such an order, nor will County be in any way financially responsible for any costs associated with securing such an order.
24. **Legal Arizona Workers Act Compliance.**

- 24.1. Compliance with Immigration Laws. Contractor hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to its employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Contractor will further ensure that each subcontractor who performs any work for Contractor under this Contract likewise complies with the State and Federal Immigration Laws.
- 24.2. Books & Records. County has 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.
- 24.3. Remedies for Breach of Warranty. 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, is 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 will 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. Any additional costs attributable directly or indirectly to such remedial action are the responsibility of Contractor.
- 24.4. Subcontractors. Contractor will advise each subcontractor of County's rights, and the subcontractor's obligations, under this Section 24 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 is a material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract."

25. **Grant Compliance.** Not Applicable.
26. **Israel Boycott Certification.** Contractor hereby certifies that it is not currently engaged in, and will not for the duration of this Contract engage in, a boycott of Israel as defined by A.R.S. § 35-393.01. Violation of this certification by Contractor may result in action by the County up to and including termination of this Contract.
27. **Entire Agreement.** This document constitutes the entire agreement between the parties pertaining to the subject matter it addresses, and this Contract supersedes all prior or contemporaneous agreements and understandings, oral or written.
28. **Amendment.** The parties may modify, amend, alter or extend this Contract only by a written amendment signed by the parties.

PIMA COUNTY

Chair, Board of Supervisors

Date

ATTEST

Clerk of the Board

Date

APPROVED AS TO FORM



Deputy County Attorney

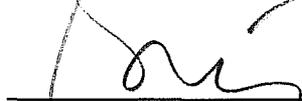
Jonathan Pinkney

Print DCA Name

4/19/17

Date

APPROVED AS TO CONTENT



Department Representative

29 April 2017

Date

CONTRACTOR



Authorized Officer Signature

Administrative Hearing Officer
Printed Name and Title

4-5-2017
Date