



BOARD OF SUPERVISORS AGENDA ITEM REPORT
CONTRACTS / AWARDS / GRANTS

Requested Board Meeting Date: 12/13/2016

or Procurement Director Award

Contractor/Vendor Name: YWCA Southern Arizona
(DBA):

Project Title/Description:
House of Neighborly Service Program

Purpose:
To use Outside Agency funds to provide healthy and nutritious meals to the low-income seniors in South Tucson and an after-school program for low-income children (K-5) residing in South Tucson.

Procurement Method:
Per C.H. Huckelberry's request. See attached memo.

Program Goals/Predicted Outcomes:
The Outside Agency funds will be used to provide education, improved wellbeing, professional services and improved health through better nutrition.

Public Benefit:
The Program promotes the health of low-income children and seniors in South Tucson in Pima County through the provision of after-school activities, senior lunches and exercise activities. This contract provides for the job retention of three staff positions.

Metrics Available to Measure Performance:
Thirty seniors will report that the program activities and congregate meals are their primary source of social interaction and as a result, has helped improve their physical health.

Twenty children (K-5) will participate in organized after-school activities and improve their social competence promoting positive social interaction.

Retroactive:
Yes, This is a special funding request that was made and approved for funding outside the regular budget cycle.

Original Information

Document Type: CT Department Code: CD Contract # (i.e.,15-123): 1700000000000000202

Effective Date: 7/1/2016 Termination Date: 6/30/2017 Prior Contract Number (Synergen/CMS):

Expense Amount: \$32,500.00 Revenue Amount: \$

Funding Source(s): BOS Contingency Funds

Cost to Pima County General Fund: \$32,500.00

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.

*To: COB- 11.30.16 (1)
Jca.
Pjs. - 17*

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: Denise Sauer, Contract Specialist 4-2772/Ana Durazo, Program Coordinator 724-6750

Department: Community Development & Neighborhood Conservation Telephone: 724-6750

Department Director Signature/Date: Margaret M. Kuc 11/21/2014

Deputy County Administrator Signature/Date: Jaur 11/22/2014

County Administrator Signature/Date: C. Dulcetany 11/23/16
(Required for Board Agenda/Addendum Items)



COUNTY ADMINISTRATOR'S OFFICE

PIMA COUNTY GOVERNMENTAL CENTER
130 W. CONGRESS, FLOOR 10, TUCSON, AZ 85701-1317
(520) 724-8661 FAX (520) 724-8171

C.H. HUCKELBERRY
County Administrator

October 27, 2016

Ms. Jeannine Mortimer, Chair
Pima County Outside Agency Committee
11132 East Glenn Street
Tucson, AZ 85749

Re: Request for Funding – YWCA of Southern Arizona – House of Neighborly Services Programs

Dear Ms. Mortimer:

As you are aware, as the County Administrator I may refer proposals from agencies that request funding outside of the regular budget cycle. A proposal has come to my attention that I believe is worthy of your consideration as these program have been funded by the Outside Agency Program under the administration of Our Family Services for more than six years. The YWCA took over the administration of the House of Neighborly Services, a multi-purpose community center in the City of South Tucson, when Our Family Services determined that the programs were better served by an organization that could be more significantly involved in the community.

The La Escuelita after-school program provides literacy and skills development for children in grades K through 5, most of whom come from homes where English is not spoken. The Las Comadritas is a senior lunch and socialization program for low-income elderly residents. Both of these programs have a proven success rate and are highly valued by the residents of South Tucson. I am recommending that the Committee consider a grant up to \$32,500 should the YWCA demonstrate their capacity to match the Outside Agency funding.

It is important to note that the County's Community Development Block Grant program has been authorized by the Board of Supervisors and by the Department Housing and Urban Development (HUD) to enter into a contract with the YWCA for

Ms. Jeannine Mortimer, Chair, Outside Agency Committee
Re: **Request for Funding – YWCA of Southern Arizona - House of Neighborly
Services Programs**

October 27, 2016


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\$75,000 to upgrade the existing kitchen located at the House of Neighborly Service, bring in new utility services and acquire new equipment for increased food operations and efficiency. This upgrade will better serve the children attending the La Escuelita program as well as improve meal delivery for the Las Comadritas participants.

I understand that the Outside Agency Committee is not scheduled to meet until sometime in January 2017. In order to guarantee the continued programmatic operations at the House of Neighborly Services without interruption, I am requesting the Committee consider holding a special meeting in November 2016 in order for the Committee's recommendation be placed on a Board of Supervisors' meeting agenda on November 22 or December 13, 2016.

Thank you for your consideration. I very much appreciate the efforts and hard work of the Committee which has made a difference in the lives of many County residents.

Sincerely,



C.H. Huckelberry
County Administrator

CHH/cbc

c: Jan Leshar, Deputy County Administrator for Community and Health
Services
Margaret Kish, Director, Community Development and Neighborhood
Conservation
Ana Durazo, Outside Agency Program Coordinator

**PIMA COUNTY COMMUNITY DEVELOPMENT AND
NEIGHBORHOOD CONSERVATION DEPARTMENT**

OUTSIDE AGENCY

PROJECT: House of Neighborly Service

AGENCY: YWCA of Southern Arizona
525 N. Bonita Avenue
Tucson, Arizona 85745

AMOUNT: \$32,500.00

FUNDING SOURCE: Board of Supervisors' Contingency
Fund

CONTRACT

NO. CT-CD-17-202

AMENDMENT NO. _____

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

This Agreement is entered into by and between Pima County, a body politic and corporate of the State of Arizona ("County") and YWCA of Southern Arizona, a non-profit corporation registered to do business in the State of Arizona ("Agency").

RECITALS

- A. County is authorized by A.R.S. §§ 11-254.04, 11-251 (5), 11-251 (17), and 11-267 to 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 or health of the inhabitants of Pima County and/or provide needed services to disabled person and/or persons sixty years of age or older.
- B. The Pima County Board of Supervisors ("the BOS") established the Pima County Outside Agency Program ("OA") to involve community organizations in the provision of economic, health and other services critical to the health and welfare of residents of Pima County.
- C. The BOS has also tasked the OA Committee with reviewing requests recommended by the County Administrator for county funds submitted outside of the Outside Agency process.
- D. Agency seeks funds for its Women's Counseling Network Program ("the Program" or "Agency's Program").
- E. The Program provides an after-school program for children (K-5) and a senior lunch and socialization program.
- F. The County Administrator has referred Agency's proposal to the OA Committee for review.
- G. The OA Committee conducted an extensive review of this special funding request.
- H. The OA Committee has recommended funding the Program.

NOW THEREFORE, County and Agency, pursuant to the above, and in consideration of the matters and things hereinafter set forth, do mutually agree as follows:

1.0 TERM AND EXTENSIONS

- 1.1 This Agreement, as awarded by County, will commence on July 1, 2016 and will terminate on June 30, 2017, unless sooner terminated or further extended pursuant to the provisions of this

Agreement. County, in its sole discretion, may renew this Agreement for up to one (1) 12-month period or any portion thereof.

- 1.2 Any modification or extension of the contract termination date must be by formal written amendment executed by the parties hereto.
- 1.3 Any amendments to the Agreement must be approved by the County before any services under the amendment commences.

2.0 SCOPE OF SERVICES

2.1 Agency will:

- 2.1.1 Provide the County with the services described in the attached **Exhibit A**.
- 2.1.2 **Provide services every month of the contract year**, unless County provides written approval for a different delivery schedule.
- 2.1.3 Employ suitably trained and skilled personnel to perform all services under this Agreement.
- 2.1.4 Perform its duties in a humane and respectful manner and in accordance with any applicable professional standards.
- 2.1.5 Obtain and maintain all applicable licenses, permits and authority required for its performance under this Agreement.
- 2.1.6 Develop and follow a written grievance policy. This grievance policy must:
 - 2.1.6.1 Be in place before services are provided under this Contract; and
 - 2.1.6.2 Provide all applicants and participants with the opportunity for a fair hearing for any grievances arising from the delivery of contract services including, but not limited to:
 - 2.1.6.2.1. Quality of services provided;
 - 2.1.6.2.2. Determination of ineligibility to receive services;
 - 2.1.6.2.3. Reduction in services;
 - 2.1.6.2.4. Suspension of services; or
 - 2.1.6.2.5. Termination of services.
- 2.1.7 Design a program satisfaction survey and provide to all persons receiving services pursuant to this Agreement. At least every three (3) months, analyze the results of the program satisfaction surveys and determine how service provision can be improved.
- 2.1.8 Have a personnel policy manual, adhere to its provisions and conduct an annual performance appraisal of all personnel. Only personnel who have received satisfactory evaluations will provide services under this Contract.

2.2 Reports.

- 2.2.1 Agency will submit quarterly reports on the following dates of the Contract year for the preceding quarter:
 - 2.2.1.1 October 31;
 - 2.2.1.2 January 31;
 - 2.2.1.3 April 30; and
 - 2.2.1.4 July 31.

2.2.2 Agency will submit an annual report with the final quarterly report on July 31.

2.2.3 Unless written approval has been granted by the Director of Community Development and Neighborhood Conservation Department or designee, all reports will be submitted on County's web-based reporting system at <https://www.zoomgrants.com>.

2.3 Confidentiality. Agency:

2.3.1 Understands that client and applicant files and information collected for the provision of services is private and the use or disclosure of such information, when not directly connected with the administration of Agency's or County's responsibilities with respect to the services provided under this Agreement is prohibited without the written consent of the individual or legal representative.

2.3.2 Will provide access to client files only to persons properly authorized.

2.3.3 Will observe and abide by all applicable State and Federal statutes and regulations regarding use or disclosure of private information.

2.4 Homeless Management Information System ("HMIS"). If the services provided under this Agreement are under the Continuum of Care or are beds, emergency services or case management to the homeless, Agency will actively participate in HMIS.

2.5 Monitoring.

2.5.1 County will monitor all of Agency's management, fiscal and service provision activities relating to performance of duties and obligations under this Contract to ensure that Agency is:

2.5.1.1 Making adequate and acceptable progress in the provision of services;

2.5.1.2 Maintaining adequate and acceptable systems to document services and expenditures; and

2.5.1.3 Using the funds provided pursuant to this Agreement effectively and efficiently to accomplish the purposes for which funds were made available.

2.5.2 Agency will cooperate with County in the monitoring and evaluation process.

2.5.3 Agency will provide County with access to all documentation required to evaluate Agency's performance and use of funds under this Agreement.

2.6 County may:

2.6.1 Provide technical assistance to Agency when needed; and

2.6.2 In its sole discretion, direct Agency to focus services to specific populations, areas or projects that County determines is the most appropriate and advantageous to the residents of Pima County.

3.0 COMPENSATION AND PAYMENT

3.1 This is a cost reimbursement contract. In consideration for services specified in **Exhibit A**, County agrees to pay Agency pursuant to the budget in **Exhibit A**. **Total payment shall not exceed \$32,500.00** ("the maximum allocated amount").

3.2 Payments will be made from Pima County Board of Supervisors' Contingency Funds only. The following conditions apply:

3.2.1 Agency may not submit requests for payment prior to the execution of this Agreement. Payment will only be made for services provided between the effective date set forth in paragraph 1.1 (or the date of execution, whichever is later) and the termination date.

- 3.2.2 Payment will only be made for activities delineated in the budget set forth in **Exhibit A** and the budget narrative descriptions found at <http://www.pima.gov/CED/Data/forms.html>.
- 3.3 Requests for payment must be submitted to County no later than the 15th day of each month for the previous month. Except, requests must be submitted no later than July 8 for services provided in June.
- 3.4 Requests for payment must:
- 3.4.1 Reference this contract number.
 - 3.4.2 Be approved and signed by an authorized representative of the Agency.
 - 3.4.3 Be accompanied by documentation which must include, but is not limited to:
 - 3.4.3.1 A summary report of monthly expenditures by expense categories as shown in approved budget in **Exhibit A** of this Agreement.
 - 3.4.3.2 Copies of invoices and checks to support all purchases of goods or services.
 - 3.4.3.3 If reimbursement is authorized for travel, detailed travel reports to support all travel expenses.
 - 3.4.3.4 If reimbursement is authorized for personnel costs, time sheets or other records that specify the hours worked providing services pursuant to this Agreement and the total hours worked in the pay period. Time sheets must show the days and hours worked and should be signed by the employee and authorizing supervisor.
 - 3.4.3.5 Fringe benefit calculations at the rate as shown in the approved budget in **Exhibit A**.
 - 3.4.3.6 Any other documentation requested by County.
 - 3.4.4 Be submitted on the form attached in **Exhibit B** and set forth at <http://www.pima.gov/CED/Data/forms.html>.
- 3.5 Agency may not bill the County for costs which are paid by another source. Agency must notify County within ten (10) days of receipt of alternative funding for costs which would otherwise be subject to payment pursuant to this Agreement.
- 3.6 If each request for payment includes adequate and accurate documentation, County will generally pay Agency within thirty (30) days from the date the request is received. Agency should budget cash needs accordingly.
- 3.7 County may, at its sole discretion:
- 3.7.1 Determine the acceptability and progress of work performed and determine the resulting entitlement to payment of each request for payment.
 - 3.7.2 Liquidate funds available under this Agreement for costs incurred by County on behalf of Agency.
 - 3.7.3 **Deny full payment** for requests for reimbursement that are submitted to County after the dates set forth in paragraph 3.3. **County may deduct its processing costs or delay-related damages in connection with a request for payment submitted after that date.**
- 3.8 Pursuant to A.R.S. § 11-622, COUNTY **will deny reimbursement completely** for requests for payment made later than six months after the last item of the account accrues.
- 3.9 **Request for final payment** must be submitted to the County within **15 working days after the end of the contract term**. The request must meet the requirements set forth in Paragraph 3.4 and include a report summarizing Agency's performance during the term of the Agreement.

- 3.10 **No payments will be made to Agency, until all of the following conditions are met:**
- 3.10.1 Agency has completed and submitted a W-9 Taxpayer Identification Number form;
 - 3.10.2 Agency has registered as a Pima County Vendor at the following web address -- <https://secure.pima.gov/procurement/vramp/login.aspx>;
 - 3.10.3 This Agreement is fully executed; and
 - 3.10.4 Adequate and accurate documentation is provided with each request for payment or invoice.
- 3.11 Changes between budget line items may only be made as follows:
- 3.11.1 Changes of LESS than 15% of the total budget amount may be granted by and at the sole discretion of the Director of Community Development and Neighborhood Conservation or designee. Agency must submit a written request and show that any proposed increase is offset by a decrease of equal value to the remaining line items. No increase to the total operating budget will be allowed. **The change will not be effective, nor will compensation under the change be provided, until the date set forth in the written approval of the Director or designee.**
 - 3.11.2 Changes of MORE than 15% of the total budget will require a contract amendment. **The change will not be effective, nor will compensation under the change be provided, until the contract amendment is fully executed by both parties.**
 - 3.11.3 With the exception of extenuating circumstances, no requests for changes to line items submitted after May 15 of the contract year will be considered.
- 3.12 Goods and services provided in excess of the budgeted line item or the total contract without prior authorization as set forth in paragraph 3.11 above will be at Agency's own risk.
- 3.13 For the period of record retention required under Section 21.0 -- Books and Records, County reserves the right to question any payment made under this Section and to require reimbursement by setoff or otherwise for payments determined to be improper or contrary to the Agreement or law. **Agency must reimburse County for improper, unallowable or unsubstantiated costs discovered as a result of audit or otherwise within thirty (30) days following demand for reimbursement by County.**
- 3.14 Agency must:
- 3.14.1 Have an accounting manual that describes its financial procedures in sufficient detail to allow reasonable understanding of Agency's financial practices.
 - 3.14.2 Develop and adhere to a written cost allocation plan for services to be provided under this Agreement.
- 3.15 Reduction in allocation.
- 3.15.1 Notwithstanding any other provision of this Agreement, County, at its sole option, may reduce the maximum allocated amount upon the occurrence of any of the following:
 - 3.15.1.1 Agency is underperforming, including failure to provide services every month of the contract year without prior written approval of County;
 - 3.15.1.2 The amount of monies the State of Arizona distributes to Pima County's General Fund pursuant to A.R.S. § 42-5029 ("distributed revenues") is less than the amount anticipated in Pima County's then current fiscal year budget ("budgeted revenues"); or

3.15.1.3 The State of Arizona's financial obligations are transferred to and become an expenditure obligation of Pima County in an amount greater than the amount anticipated in Pima County's applicable annual budget.

3.15.2 County will notify Agency in writing of any reduction in allocated amount. The reduction in allocation and associated services will be effective on the date stated in the written notice and will not require a contract amendment.

4.0 AUDIT REQUIREMENTS. Agency will:

- 4.1 Establish and maintain a separate and identifiable account of all funds provided by County pursuant to this Agreement.
- 4.2 Provide financial statement audits as required by law.
- 4.3 Upon written notice from County, provide a program-specific financial statement. Notice will specify the period to be covered by the statement and the deadline for completion and submission of the statement.
- 4.4 Ensure that any audit conducted pursuant to this Agreement is performed by an independent certified public accountant and submitted to County within six (6) months of completion of Agency's fiscal year, unless a different time is specified by County. The audit submitted must include Agency's responses, if any, to audit findings.
- 4.5 Pay all costs for any audit required or requested pursuant to this paragraph 2.5, unless the cost was specifically included in the Budget set forth in **Exhibit A**.
- 4.6 Timely submit the required or requested audit(s) to:

Ana Durazo Community Development and Neighborhood Conservation Department 2797 E. Ajo Way, 3 rd Floor Tucson, AZ 85713
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4.7 If Agency is a "nonprofit corporation" that meets the definition of "corporation" in A.R.S. §10-3140, Subrecipient will comply with the applicable audit requirements set forth in A.R.S. § 11-624, "Audit of Non-Profit Corporations Receiving County Monies."

5.0 INSURANCE

5.1 Contractor will procure and maintain at its own expense insurance policies (the "Required Insurance") satisfying the below requirements (the "Insurance Requirements") until all of its obligations under this Contract have been met. The below 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 may arise from or relate to this Contract. If necessary, Contractor may obtain commercial umbrella or excess insurance to satisfy the Insurance Requirements.

5.2 Insurance Coverages and Limits:

5.2.1 Commercial General Liability (CGL): Occurrence Form covering liability arising from premises, independent contractors, personal injury, bodily injury, broad form contractual liability and products-completed operations with minimum limits not less than \$2,000,000 Each Occurrence and \$2,000,000 General Aggregate.

5.2.2 Business Automobile Liability Coverage for any owned, leased, hired, and/or non-owned autos assigned to or used in the performance of this Contract with minimum limits not less than \$1,000,000 Each Accident.

5.2.3 Worker's Compensation (WC) and Employers' Liability:

5.2.3.1 Workers' Compensation with Employers Liability limits of \$1,000,000 each accident and \$1,000,000 each employee – disease. Workers' Compensation statutory coverage is compulsory for employers of one or more employees.

5.2.3.2 Note: The Workers' Compensation requirement does not apply if Contractor is exempt under A.R.S. § 23-901, and has executed the appropriate Pima County Sole Proprietor (Independent Contractor) Waiver form.

5.3 Additional Insurance Requirements:

5.3.1 Insurer Financial Ratings: Coverage must be placed with insurers acceptable to the County with A.M. Best rating of not less than A- VII, unless otherwise approved by the County.

5.3.2 Additional Insured: The General Liability policy must be endorsed to include Pima County and all its related special districts, elected officials, officers, agents, employees and volunteers (collectively "County and its Agents") as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor. The full policy limits and scope of protection must apply to the County and its Agents as an additional insured, even if they exceed the Insurance Requirements.

5.3.3 Wavier of Subrogation: Commercial General Liability and Workers' Compensation coverages must each contain a waiver of subrogation in favor of County and its Agents for losses arising from work performed by or on behalf of the Contractor.

5.3.4 Primary Insurance: The Required Insurance policies, with respect to any claims related to this Contract, must be primary and must treat any insurance carried by County as excess and not contributory insurance. The Required Insurance policies may not obligate the County to pay any portion of a Contractor's deductible or Self Insurance Retention (SIR).

5.3.5 Subcontractors: Contractor must either (a) include all subcontractors as additional insureds under its Required Insurance policies, or (b) require each subcontractor to separately meet all Insurance Requirements and verify that each subcontractor has done so, Contractor must furnish, if requested by County, appropriate insurance certificates for each subcontractor. Contractor must obtain County's approval of any subcontractor request to modify the Insurance Requirements as to that subcontractor.

5.4 Verification of Coverage:

5.4.1 Insurer or Broker of Contractor must evidence compliance with the Insurance Requirements by furnishing certificates of insurance executed by a duly authorized representative of each insurer. Each certificate must include:

5.4.1.1 The Pima County tracking number for this Contract, which is shown on the first page of the Contract, and a project description, in the body of the Certificate,

5.4.1.2 A notation of policy deductibles or SIRs relating to the specific policy, and

5.4.1.3 Certificates must specify that the appropriate policies are endorsed to include additional insured and subrogation wavier endorsements for the County and its Agents.

5.4.2 Each Required Insurance policy and appropriate endorsements must be in effect not less than 15 days prior to commencement of work under this Contract. A renewal certificate must be provided to County not less than 15 days prior to the policy's expiration date to include actual copies of the additional insured and wavier of

subrogation endorsements. Failure to maintain the Required Insurance, or to provide evidence of renewal, is a material breach of this Contract.

5.4.3 County reserves the right to, at any time, require complete copies of any or all Required Insurance policies.

5.4.4 Cancellation Notice: Contractor's insurance policies and endorsements shall not be permitted to expire, be cancelled, suspended or materially changed from the agreed upon Insurance Requirements for any reason without thirty (30) days advance written notice to the County of the policy cancellation, suspension or material change. Contractor must provide written notice to County within 2 business days of receipt of notice. For cancellation of non-payment, Insurer is to provide County with written notice 10 days prior to cancellation of policy.

5.5 **Approval and Modifications:** The Pima County Risk Manager may approve a modification 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.

6.0 INDEMNIFICATION

6.1 Agency will 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 Agency, its agents, employees or anyone under its direction or control or on its behalf in connection with performance of this Agreement.

6.2 Agency warrants that services provided under this Agreement are non-infringing. Agency will indemnify, defend and hold County harmless from any claim of infringement arising from services provided under this Agreement or from the provision, license, transfer or use for their intended purpose of any products provided under this Agreement.

7.0 COMPLIANCE WITH LAWS

Agency will comply with all federal, state, and local laws, rules, regulations, standards and Executive Orders, without limitation to those designated within this Agreement. The laws and regulations of the State of Arizona will govern the rights of the parties, the performance of this Agreement, and any disputes hereunder. Any action relating to this Agreement must 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 Agreement will apply, but do not require an amendment.

8.0 CHILD LABOR

Agency will comply will all child labor laws, including, but not limited to A.R.S. § 23-230 *et seq.* the applicable provisions of which are hereby incorporated as provisions of this Agreement.

9.0 FINGERPRINTING

Agency will comply with all applicable provisions of A.R.S. § 46-141 which are hereby incorporated as provisions of this Agreement.

10.0 NON-DISCRIMINATION

10.1 Agency 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.

10.2 During the performance of this contract, Agency 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.

11.0 AMERICANS WITH DISABILITIES ACT

Agency 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. If Agency is carrying out a government program or services on behalf of County, then Agency will maintain accessibility to the program to the same extent and degree that would be required by the County under 28 CFR Sections 35.130, 35.133, 35.149 through 35.151, 35.160, 35.161 and 35.163. Failure to do so could result in the termination of this Agreement.

12.0 INDEPENDENT CONTRACTOR

The status of Agency will be that of an independent contractor. Neither Agency nor Agency's officers, agents, or employees will be considered an employee of Pima County or be entitled to receive any employment-related fringe benefits under the Pima County Merit System. Agency will be responsible for payment of all federal, state and local taxes associated with the compensation received pursuant to this Agreement and will indemnify and hold County harmless from any and all liability which County may incur because of Agency's failure to pay such taxes. Agency will be solely responsible for its program development, operation, and performance.

13.0 SUBCONTRACTORS

- 13.1 Except as provided in paragraph 13.2, Agency will not enter into any subcontracts for any services to be performed under this Agreement without County's prior written approval of the subcontract. Agency must follow all applicable Federal, State, and County rules and regulations for obtaining subcontractor services.
- 13.2 Prior written approval is not required for the purchase of supplies that are necessary and incidental to Agency's performance under this Agreement.
- 13.3 Agency 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 Agency is responsible for the acts and omissions of persons directly employed by it. Nothing in this contract will 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.

14.0 ASSIGNMENT

Agency will not assign its rights to this Agreement in whole or in part, without prior written approval of the County. Approval may be withheld at the sole discretion of the County, provided that such approval will not be unreasonably withheld.

15.0 AUTHORITY TO CONTRACT

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

16.0 FULL AND COMPLETE PERFORMANCE

The failure of either party to insist on one or more instances upon the full and complete performance of any of the terms or conditions of this Agreement to be performed on the part of the other, or to take any action permitted as a result thereof, will 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 will not be construed as an accord and satisfaction.

17.0 CANCELLATION FOR CONFLICT OF INTEREST

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

18.0 TERMINATION

- 18.1 Termination for Convenience: County reserves the right to terminate this Agreement at any time and without cause by serving upon Agency 30 days' advance written notice of the intent to terminate. In the event of such termination, County's only obligation to Agency will be payment for services rendered prior to the date of termination.
- 18.2 Termination for Cause: This Agreement may be terminated at any time without advance notice and without further obligation of County when County finds Agency in default of any provision of this Agreement.
- 18.3 Non-Appropriation: Notwithstanding any other provision in this Agreement, this Agreement 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 Agreement. In the event of such termination, County's only obligation to Agency will be payment for services rendered prior to the date of termination.
- 18.4 Suspension: County reserves the right to suspend Agency's performance and payments under this Agreement immediately upon notice delivered to Agency's designated agent in order to investigate Agency's activities and compliance with this Agreement. In the event of an investigation by County, Agency will cooperate fully and provide all requested information and documentation. At the conclusion of the investigation, or within forty-five (45) days, whichever is sooner, Agency will be notified in writing that the contract will be immediately terminated or that performance may be resumed.

19.0 NOTICE

- 19.1 Agency must give written notice of any change of corporate or entity status as promptly as possible and, in any event, within fifteen (15) days after the change is effective. A change in corporate or entity status includes, but is not limited to, change from unincorporated to incorporated status and vice versa and any suspension or termination of corporate status based on failure to comply with all applicable federal, state, and local reporting requirements.
- 19.2 Any notice required or permitted to be given under this Agreement must be in writing and must be served by delivery or by certified mail upon the other party as follows:

<u>County:</u>	<u>Agency:</u>
Margaret Kish, Director Pima County Community Development and Neighborhood Conservation 2797 E. Ajo Way Tucson, AZ 85713	Kelly Fryer, Chief Executive Officer YWCA of Southern Arizona 525 N. Bonita Avenue Tucson, AZ 85745

20.0 OTHER DOCUMENTS

- 20.1 In entering into this Agreement, Agency and County have relied upon information provided in Agency's proposal submitted in response to the RFP identified in the recitals of this Agreement, including the Instructions to Bidders, Standard Terms and Conditions, Specific Terms and Conditions, Solicitation Addenda, Agency's Proposal, other information and documents submitted by the Agency in its' response to said Solicitation.
- 20.2 The documents set forth in Paragraph 20.1 are hereby incorporated into and made a part of this Agreement as if set forth in full herein, to the extent not inconsistent with the provisions of this Agreement, including all exhibits. Agency will promptly bring any provisions which Agency believes are inconsistent to County's attention, and County will provide Agency with its interpretation of the provisions in question. In the event of an irreconcilable inconsistency, the provisions of the awarding agency documents will govern over the conditions of this Agreement, unless otherwise required by law.

21.0 BOOKS AND RECORDS

- 21.1 Agency will keep and maintain proper and complete books, records and accounts, which must be open at all reasonable times for inspection and audit by duly authorized representatives of County.
- 21.2 In addition, Agency will retain all records relating to this Agreement at least five (5) years after its termination or cancellation or until any related pending proceeding or litigation has been closed, whichever date is later.

22.0 COPYRIGHT

Neither, Agency nor its officers, agents or employees will copyright any materials or products developed through contract services provided or contract expenditures made under this Agreement without prior written approval by the County. Upon approval, the County will have a non-exclusive and irrevocable license to reproduce, publish or otherwise use or authorize the use of any copyrighted material.

23.0 PUBLIC INFORMATION

- 23.1 Pursuant to Arizona Public Records law, A.R.S. § 39-121 *et seq.*, documents submitted by Agency to County may be considered public records and may be subject to release to any member of the public. Records subject to release may include, but are not limited to: pricing, product or program specifications, work plans, and any supporting data.
- 23.2 In the event that County receives a public records request pursuant to A.R.S. § 39-121 *et seq.* for documents Agency submitted to County, County will notify Agency on the same day the request is made or as soon as possible thereafter.
- 23.3 County will release Agency's records ten (10) business days after the date of notice to the Agency, unless Agency has 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 will not be counted in the time calculation.
- 23.4 County will not, under any circumstances, be responsible for securing a protective order or other relief enjoining the release of records submitted to County by Agency nor will County be in any way financially responsible for any costs associated with securing such an order.

24.0 ELIGIBILITY FOR PUBLIC BENEFITS

Agency will comply with applicable provisions of A.R.S. §§1-501 and 1-502 regarding public benefits, which are hereby incorporated as provisions of this Agreement.

25.0 LEGAL ARIZONA WORKERS ACT COMPLIANCE

- 25.1 Agency hereby warrants that it will at all times during the term of this Agreement comply with all federal immigration laws applicable to Agency's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Agency will further ensure that each subcontractor who performs any work for Agency under this contract likewise complies with the State and Federal Immigration Laws.
- 25.2 County will have the right at any time to inspect the books and records of Agency and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.
- 25.3 Any breach of Agency's or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, will be deemed to be a material breach of this Agreement subjecting Agency to penalties up to and including suspension or termination of this Agreement. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, Agency 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, (subject to County approval if Minority and Women Business E preferences apply) as soon as possible so as not to delay project completion.
- 25.4 Agency will advise each subcontractor of County's rights, and the Subcontractor's obligations, under this Article (or Section?) 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."

- 25.5 Any additional costs attributable directly or indirectly to remedial action under this Section will be the responsibility of Agency. In the event that remedial action under this Article (or Section?) results in delay to one or more tasks on the critical path of Agency's approved construction or critical milestones schedule, such period of delay will be deemed excusable delay for which Agency will be entitled to an extension of time, but not costs.

26.0 REMEDIES

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

27.0 SEVERABILITY

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

28.0 NON-EXCLUSIVE AGREEMENT

Agency understands that this Agreement is nonexclusive and is for the sole convenience of County. County reserves the right to obtain like services from other sources for any reason.

29.0 ISRAEL BOYCOTT CERTIFICATION

Agency hereby certifies that it is not currently engaged in, and will not for the duration of this Agreement engage in, a boycott of Israel as defined by A.R.S. § 35-393.01. Violation of this certification by Agency may result in action by County up to and including termination of this Agreement.

30.0 ENTIRE AGREEMENT

- 30.1 This document constitutes the entire agreement between the parties pertaining to the subject matter hereof.
- 30.2 No verbal agreements or conversations with any officer, agent or employee of County prior to or after the execution of this Agreement will affect or modify any of the terms or obligations contained in any documents comprising this Agreement. Any such verbal agreement will be considered as unofficial information and in no way binding upon County and all prior or contemporaneous agreements and understandings, oral or written, are hereby superseded and merged herein.
- 30.3 This Agreement 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 Agreement on the date written below.

PIMA COUNTY

AGENCY

Chair, Board of Supervisors

Michelle Pitot
Signature

Date: _____

Michelle Pitot, Chief of Staff
Printed name and title

ATTEST

Date: 11/21/16

Clerk of the Board

Date: _____

APPROVED AS TO CONTENT:

Mayra M. Kue 11/21/2016
Director, Community Development
and Neighborhood Conservation

APPROVED AS TO FORM:

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

EXHIBIT A
SCOPE OF WORK

Agency: YWCA of Southern Arizona	Program: House of Neighborly Service
Program Address: 525 N. Bonita Avenue Tucson, Arizona 85745	Program Contact: Michelle Pitot Telephone: 520-224-7810 x 7110 Email: mpitot@ywcatuson.org
Program Service Category: Support Services – BOS Contingency fund	Program Award: \$32,500.00

1. **Program Overview:** Agency’s “House of Neighborly Service Program” (“the Program”) promotes strong, positive, cohesive community across generations for South Tucson’s most vulnerable families. The Program operates:
 - 1.1. “La Escuelita”, an after-school literacy program for K-5 children who live at homes where English is not spoken and who qualify for free lunch; and
 - 1.2. “Las Comadritas”, a senior lunch and socialization program for low-income elderly residents who are homebound or isolated.

2. **Program Purpose:** The Program promotes the health of low-income children and seniors in South Tucson in Pima County through the provision of after-school activities, senior lunches and exercise activities. This contract provides for the job retention of three staff positions.

3. **Program Requirements:**
 - 3.1. Activities:
 - 3.1.1. “La Escuelita” for children (K-5), Agency will provide children meeting the requirements set forth in paragraph 1.1 above with:
 - 3.1.1.1. Nutritious snacks;
 - 3.1.1.2. Tutoring in reading;
 - 3.1.1.3. Literacy activities; and
 - 3.1.1.4. Culturally-rooted storytelling and theater arts improve social skills and confidence.
 - 3.1.2. “Las Comadritas”. Agency will provide seniors meeting the requirements set forth in paragraph 1.2 above with:
 - 3.1.2.1. Congregate meals;
 - 3.1.2.2. Nutritional snacks; and
 - 3.1.2.3. Recreational and educational activities.
 - 3.2. Program Operations:
 - 3.2.1. Office Hours: Monday through Thursdays, 9:00 a.m. to 5:00 p.m.
 - 3.2.2. La Escuelita: Tuesday-Thursday, 1:00 p.m. to 6:00 p.m.
 - 3.2.3. Las Comadritas: Mondays and Thursdays, 7:30 a.m. to 2:00 p.m.
 - 3.3. Target Population: Agency shall serve low-income children (grades K through 5) and seniors in South Tucson.

4. Budget

Activity	FY 2016-2017 Award*
Personnel	\$32,500.00
Program Costs	0
Agency Costs	0
Indirect Costs	0
Total	\$32,500.00

*See Outside Agency Budget Detail below

Pima County Outside Agency Budget Detail

FY2016-2017

Section 1: Personnel			(Salaries & Fringe Benefits)	
Position Title	% of FTE / Program Hours	Hourly Wage	Hourly ERE*	Total Position Budget
Program Manager	.50/1090 hours	\$18.34		\$20,000.00
HNS Director	.20/416 hours	\$19.71		\$8,200.00
Admin Support	.16/333 hours	\$12.00		\$4,000.00
SECTION 1 Subtotal:				\$ 32,500.00
Total OA Program Budget				\$ 32,500.00

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

5. 2016-2017 Deliverables and Public Benefits

Deliverable 1: Education		Public Benefit 1: Improved Wellbeing: Increased Social Competence	
Units: <u>2,625</u> (#) Hours <input type="checkbox"/> Classes <input type="checkbox"/> Days <input type="checkbox"/> Items (Describe: _____) <input type="checkbox"/> Nights (housing or shelter) <input type="checkbox"/> Dollars <input type="checkbox"/> Repairs/structural modifications <input type="checkbox"/> Screenings or Assessments <input type="checkbox"/> Other (Describe: _____)	Delivered to: <u>25</u> (#) <input checked="" type="checkbox"/> unduplicated individuals <input type="checkbox"/> unduplicated households <input type="checkbox"/> unduplicated housing units	Metric: <ul style="list-style-type: none"> • Pre and Post Tests • Staff Observation based on OST results • Report Cards 	Expected Performance: A minimum of 20 children (K-5) will participate in organized after-school activities and improve their social competence promoting positive social interaction.
Deliverable 2: Professional Services		Public Benefit 2: Improved Health: Better Nutrition	
Units: <u>8,820</u> (#) Hours <input type="checkbox"/> Classes <input type="checkbox"/> Days <input type="checkbox"/> Items (Describe: _____) <input type="checkbox"/> Nights (housing or shelter) <input type="checkbox"/> Dollars <input type="checkbox"/> Repairs/structural modifications <input type="checkbox"/> Screenings or Assessments <input type="checkbox"/> Other (Describe: _____)	Delivered to: <u>30</u> (#) <input checked="" type="checkbox"/> unduplicated individuals <input type="checkbox"/> unduplicated households <input type="checkbox"/> unduplicated housing units	Metric: <ul style="list-style-type: none"> • Pre and Post Service Surveys 	Expected Performance: A minimum of 27 senior participants will report that the program activities and congregate meals are their primary source of social interaction and a result has improved their physical health.

END OF EXHIBIT A

EXHIBIT B

Community Development and Neighborhood Conservation Outside Agency Financial Report, Fiscal Year 2016-2017

Agency Name: _____

Program Name: _____

Contract Number: _____ Report for the Month of: _____

Invoice Number: _____ Contact Name & Number: _____

Remit Payment Address: _____

EXPENSE CATEGORY**	FISCAL YEAR BUDGET	EXPENDITURES THIS MONTH	EXPENDITURES YEAR-TO-DATE	BALANCE AVAILABLE
Salaries & Fringe Benefits				
Support Services				
Staff Development				
Materials and Supplies				
Program Operating Expenses				
Travel				
Professional Outside Services				
Rent				
Utilities				
Other Operating Costs				
General Administrative Costs (15% Max)				
TOTAL				

Please specify only positions which are charged to this contract (directly program activities). The total must match the Salaries & Fringe listed above.

Employee/Position	Salary	Fringe	Total
TOTAL			

I hereby certify that to the best of my knowledge, the data reported represents actual expenditures which have been made in accordance with the contract and are based on official accounting records and supporting documents which will be maintained for purposes of audit, and that no major program or management changes have occurred in the time period covered by this financial report.

Signature

Prepared by

Title

Date prepared

**Mail to: Pima County Outside Agencies
2797 E. Ajo Way - 3rd Floor
Tucson, AZ 85713**