



BOARD OF SUPERVISORS AGENDA ITEM REPORT
CONTRACTS / AWARDS / GRANTS

☐ Award ☒ Contract ☐ Grant

Requested Board Meeting Date: December 18, 2018

* = Mandatory, information must be provided

or Procurement Director Award ☐

***Contractor/Vendor Name/Grantor (DBA):**

YMCA: YMCA of Southern Arizona

***Project Title/Description:**

County/YMCA Membership Partnership Program

***Purpose:**

The YMCA will offer County employees YMCA membership at a reduced rate.

***Procurement Method:**

Direct Select per Board of Supervisor Policy D29.6, III-C

***Program Goals/Predicted Outcomes:**

The County/YMCA Membership Partnership Program currently provides County employees more than \$60,000 in total membership discounts each year, benefiting County employees and their families by enhancing their health and well-being.

***Public Benefit:**

The YMCA provides valuable community services at its facilities. These programs available, in the downtown area and entire community, benefit County employees and their families by enhancing their health and well-being through youth sports, summer and after school programs, teen leadership programs, family events, child care and swim lessons.

***Metrics Available to Measure Performance:**

YMCA will, on a quarterly basis, report the number of County employee discounts.

***Retroactive:**

No

DEC 17 10:06 PM CCK/ED

To: COB. 12-6-18
Ver. - 1
Pgs - 6
(1) Addendum

Contract / Award InformationDocument Type: Contract Department Code: HR Contract Number (i.e., 15-123): 19*279Effective Date: 01/01/2019 Termination Date: 12/31/2019 Prior Contract Number (Synergen/CMS): _____☒ Expense Amount: \$* 60,000.00 ☐ Revenue Amount: \$ _____*Funding Source(s) required: Healthcare Benefits (Fund 6011)
Trust FundFunding from General Fund? ☐ Yes ☒ No If Yes \$ _____ % _____Contract is fully or partially funded with Federal Funds? ☐ Yes ☒ No

If Yes, is the Contract to a vendor or subrecipient? _____

Were insurance or indemnity clauses modified? ☒ Yes ☐ No

If Yes, attach Risk's approval.

Vendor is using a Social Security Number? ☐ Yes ☒ No

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

Amendment / Revised Award Information

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

Amendment No.: _____ AMS Version No.: _____

Effective Date: _____ New Termination Date: _____

Prior Contract No. (Synergen/CMS): _____

☐ Expense or ☐ Revenue ☐ Increase ☐ Decrease Amount This Amendment: \$ _____Is there revenue included? ☐ Yes ☐ No If Yes \$ _____

*Funding Source(s) required: _____

Funding from General Fund? ☐ Yes ☐ No If Yes \$ _____ % _____**Grant/Amendment Information** (for grants acceptance and awards) ☐ Award ☐ Amendment

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

Effective Date: _____ Termination Date: _____ Amendment Number: _____

☐ Match Amount: \$ _____ ☐ Revenue Amount: \$ _____

*All Funding Source(s) required: _____

*Match funding from General Fund? ☐ Yes ☐ No If Yes \$ _____ % _____*Match funding from other sources? ☐ Yes ☐ No If Yes \$ _____ % _____

*Funding Source: _____

*If Federal funds are received, is funding coming directly from the
Federal government or passed through other organization(s)? _____Contact: Marchelle PappasDepartment: Human ResourcesTelephone: 724-2732

Department Director Signature/Date: _____

Deputy County Administrator Signature/Date: _____

County Administrator Signature/Date: _____

(Required for Board Agenda/Addendum Items)



MEMORANDUM

Administration Services

Date: December 10, 2018

To: C. H. Huckelberry
County Administrator

From: Tom Burke
Deputy County Administrator

A handwritten signature in dark ink, appearing to read "Tom Burke", is written over the printed name and title.

Re: **Request for Direct Selection - YMCA**

Pima County provides medical insurance through a self-insured plan. In order to reduce medical cost, the County has a significant investment in a wellness program and encourages participation by as many employees as possible. To that end, Pima County has reached out to various entities to provide discounted services to employees to be able to engage in activities to improve their overall health.

The YMCA of Southern Arizona is a nonprofit entity that provides many fitness health related services to citizens throughout Pima County, including a significant number of County employees in the downtown area as well as at the YMCA locations throughout the County. In both the downtown location and the northwest location, the YMCA operates on County own property.

In order to continue having the YMCA provide such services to Pima County employees and their families at a discounted rate, to enable more employees to participate in fitness and health related activities, we are proposing to contract with the YMCA. I request approval of a direct selection of the YMCA to provide discounted fitness and health services for Pima County employees.

TB/sp

Approved:

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

C.H. Huckelberry, County Administrator

12/10/18

Date

<p>Pima County Department of Human Resources</p> <p>Project: YMCA Membership Fees</p> <p>YMCA: YMCA of Southern Arizona, 60 W. Alameda; Tucson, AZ 85701</p> <p>Amount: \$60,000.00</p> <p>Funding: Health Benefit Trust Fund</p>	<table border="1"> <tr> <td data-bbox="868 302 1396 367" style="text-align: center;"> CONTRACT </td> </tr> <tr> <td data-bbox="868 367 1396 430"> NO. <u>CT-HR-19-279</u> </td> </tr> <tr> <td data-bbox="868 430 1396 472"> AMENDMENT NO. _____ </td> </tr> <tr> <td data-bbox="868 472 1396 577"> This number must appear on all invoices, correspondence and documents pertaining to this contract </td> </tr> <tr> <td data-bbox="868 577 1396 634" style="text-align: center;"> (STAMP HERE) </td> </tr> </table>	CONTRACT	NO. <u>CT-HR-19-279</u>	AMENDMENT NO. _____	This number must appear on all invoices, correspondence and documents pertaining to this contract	(STAMP HERE)
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(STAMP HERE)						

PROFESSIONAL SERVICES CONTRACT

1. Parties, Background and Purpose.

- 1.1. This Contract is between Pima County, a body politic and corporate of the State of Arizona ("County"), and YMCA of Southern Arizona ("YMCA").
- 1.2. YMCA operates a facility (the "Downtown Facility") located at 60 W Alameda Street in downtown Tucson, on land owned by Pima County, under a Ground Lease with the County. The term of the Ground Lease expires October 30, 2039.
- 1.3. YMCA provides various valuable community services at its facilities, including the Downtown Facility, such as recreational programs and childcare. The YMCA offers County employees YMCA membership at a reduced rate of \$25.00 per month (the "County/YMCA Membership Partnership Program"). Many County employees are YMCA members and utilize the Downtown Facility, as well as other YMCA facilities, for YMCA health and wellness, youth sports, summer and afterschool programs, teen leadership programs, swim lessons, family events, and childcare. Having these programs available in the downtown area and entire community benefits County employees by enhancing the health and well-being of these individuals and their entire families as well as the County itself.
- 1.4. County utilizes a self-insurance plan for employee health benefits and has a wellness program that encourages employees to adopt health lifestyles.
- 1.5. The County/YMCA Membership Partnership Program currently provides County employees over \$60,000 in total membership subsidy each year. YMCA has indicated that additional financial assistance by Pima County would reduce the financial pressure of operating its facilities and offering its services to Pima County employees.

2. Term.

- 2.1. Original Term. This Contract is effective for a one-year period commencing on January 1, 2019 (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**. YMCA will continue to offer the County/YMCA Membership Partnership to County employees.
4. **Compensation and Payment**. County will pay YMCA \$60,000 payable annually commencing on January 1, 2019. YMCA will, on a quarterly basis, report the number of County employee members.
5. **Insurance**. YMCA will procure and maintain, during the term of this Contract, insurance coverage with limits of liability not less than those stated below.
- 5.1. Commercial General Liability (CGL) – Occurrence Form with limits not less than \$2,000,000 Each Occurrence and \$2,000,000 General Aggregate. Policy shall include cover for liability arising from premises, operations, independent YMCAs, personal injury, bodily injury, broad form contractual liability and products-completed operations. Any standard coverages excluded from the CGL policy, such as products/completed operations, etc. shall be covered by endorsement or separate policy and documented on the Certificates of Insurance.
- 5.2. Business Automobile Liability – Coverage for bodily injury and property damage on 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.
- 5.3. Workers' Compensation and Employers' Liability – Statutory coverage for Workers' Compensation. Workers' Compensation statutory coverage is compulsory for employers of one or more employees. Employers Liability coverage with limits of \$1,000,000 each accident and \$1,000,000 each employee – disease.
6. **Indemnification**. To the fullest extent permitted by law, YMCA will defend, indemnify, and hold harmless Pima County and any related taxing district, and the officials and employees of each of them (collectively, "Indemnitee") 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 YMCA or any of YMCA'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 YMCA to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. The Indemnitee will, in all instances, except for Claims arising solely from the acts or omissions of the Indemnitee, be indemnified by YMCA from and against any and all Claims. YMCA 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.
7. **Laws and Regulations**.
- 7.1. Compliance with Laws. YMCA will comply with all federal, state, and local laws, rules, regulations, standards and Executive Orders.

- 7.2. Licensing. YMCA warrants that it is appropriately licensed to provide the services under this Contract and that its subcontractors will be appropriately licensed.
- 7.3. 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.
8. **Independent Contractor**. YMCA is an independent contractor. Neither YMCA, nor any of YMCA'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. YMCA is responsible for paying all federal, state and local taxes on the compensation received by YMCA under this Contract and will indemnify and hold County harmless from any and all liability that County may incur because of YMCA's failure to pay such taxes.
9. **Subcontractors**. YMCA 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 YMCA 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.
10. **Assignment**. YMCA 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.
11. **Non-Discrimination**. YMCA 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, YMCA 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.
12. **Americans with Disabilities Act**. YMCA 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.
13. **Authority to Contract**. YMCA 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 YMCA or any third party by reason of such determination or by reason of this Contract.
14. **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.

15. **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.
16. **Termination by County.**
- 16.1. **Without Cause.** County may terminate this Contract at any time, with or without cause, by serving a written notice upon YMCA at least 30 days before the effective date of the termination. In the event of such termination, County's only obligation to YMCA will be payment for services rendered prior to the date of termination.
- 16.2. **With Cause.** County may terminate this Contract at any time without advance notice and without further obligation to County when County finds YMCA to be in default of any provision of this Contract.
- 16.3. **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 YMCA, other than to pay for services rendered prior to termination.
17. **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: | YMCA: |
| Cathy Bohland | |
| Human Resources Director | Kurtis Dawson, President and CEO |
| Pima County | |
| 150 W. Congress, 4th Floor | 60 West Alameda |
| Tucson, AZ 85701 | Tucson, AZ 85701 |
18. **Non-Exclusive Contract.** YMCA 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.
19. **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.
20. **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.
21. **Books and Records.** YMCA 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, YMCA 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.

22. Public Records. Not Applicable

23. Legal Arizona Workers Act Compliance.

23.1. Compliance with Immigration Laws. YMCA 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"). YMCA will further ensure that each subcontractor who performs any work for YMCA under this Contract likewise complies with the State and Federal Immigration Laws.

23.2. Books & Records. County has the right at any time to inspect the books and records of YMCA and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

23.3. Remedies for Breach of Warranty. Any breach of YMCA'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 YMCA 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, YMCA 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 YMCA.

23.4. Subcontractors. YMCA 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."

24. Grant Compliance. Not Applicable

25. Amendment. The parties may modify, amend, alter or extend this Contract only by a written amendment signed by the parties.

26. **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.

PIMA COUNTY

YMCA

Chairman of the Board of Supervisors

Authorized Officer Signature

Date

Kurtis Dawson CEO
Printed Name and Title

12/4/18
Date

ATTEST:

Clerk of the Board of Supervisors

APPROVED AS TO FORM

APPROVED AS TO CONTENT

Regina Nassen
Deputy County Attorney

[Signature]
Department Head

REGINA NASSEN

Print Deputy County Attorney Name

Date

12-5-2018
Date

11/4/18