



BOARD OF SUPERVISORS AGENDA ITEM REPORT
CONTRACTS / AWARDS / GRANTS

Requested Board Meeting Date: 12/12/2017

Award Contract Grant

***=Mandatory, information must be provided**

or Procurement Director Award

***Contractor/Vendor Name/Grantor (DBA):** Catholic Community Services of Southern Arizona Inc.

***Project Title/Description:**

The Catholic Community Services Nutrition Program provides meals to low income seniors, age 60 and over, throughout the City and County.

***Purpose:**

Outside Agency funds will be used to ensure that recipients have at least one nutritious meal each day in their home. Home delivery provides an important means of assessing client health and needs.

***Procurement Method:**

This is a non-Procurement contract awarded by the Board of Supervisors per Board of Supervisors Policy E 36.1, Per C.H. Huckelberry's request dated 10/2/17.

Attachments: Contract CT-CD-CT 18*0151
C.H. Huckelberry's Request for Funding dated 10/2/17

***Program Goals/Predicted Outcomes:**

The Outside Agency General Services funds will be used to provide 1,579 meals to those individuals currently relying on this important service.

***Public Benefit:**

This program preserves the health of Pima County low-income senior residents through the provision of nutritious meals.

***Metrics Available to Measure Performance:**

A minimum of 13 individuals will report improved health due to receiving meals.

***Retroactive:**

Yes, pending Outside Agency Committee approval of special funding request referred by County Administrator.

To: COB 11-21-17
Ver. - 1
CJS - 18

SE 4014 11/20/17 11:04:38

Contract/Award Information

Document Type: CT Department Code: CD Contract Number (i.e.,15-123): 18-0151

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

Expense Amount: \$* 12,000 Revenue Amount: \$ _____

*Funding Source(s) required: General Fund

Funding from General Fund: Yes No If Yes, \$ 12,000 % 100

Contract is fully or partially funded with Federal Funds? Yes No

*Is the Contract to a vendor or subrecipient? Subrecipient Vendor

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/AMS) _____

Expense or Revenue Increase Decrease Amount This Amendment: \$ _____

Is there revenue included? Yes No If yes, \$ _____

*Funding Source(s): _____

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 # _____

Match Amount: _____ Revenue Amount: \$ _____

*All funding Source(s) _____

*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)? N/A

Contact: Denise Sauer, Contract Specialist 4-2772 / Ana Basurto, Program Coordinator 724-5673

Department: Community Development & Neighborhood Conservation Telephone: 724-5673

Department Director Signature/Date: Margaret M. Kue 11/15/2017

Deputy County Administrator Signature/Date: [Signature] 11/16/2017

County Administrator Signature/Date: C. P. [Signature] 11/16/17

(Required for Board Agenda/Addendum Items)



PIMA COUNTY
COMMUNITY DEVELOPMENT

Memorandum

Date: November 15, 2017

To: Mr. Chuck Huckelberry, County Administrator
Ms. Jan Leshar, Chief Deputy County Administrator

From: Jeannine Mortimer, Outside Agency Advisory Committee Chair
Outside Agency Advisory Committee

Re: Recommendation for Special Funding Consideration
Catholic Community Services (CCS) - Nutrition Program



The Outside Agency Community Advisory Committee (the Committee) met on October 12, 2017 to review a new proposal from an agency which requested consideration for funding outside of the regular process, per your written request to the Committee.

The Committee reviewed the application from the Catholic Community Services (CCS). The CCS Nutrition Program has been providing nutritious meals to older adults either in their home or in community settings since 1984. The meals are prepared with fresh ingredients and locally grown produce, ensuring meals meet nutritional goals.

CCS senior staff made a presentation to the Committee and addressed issues that the Committee had related to the application.

The Outside Agency Committee has evaluated the request and has determined that the CCS request merits your consideration for funding. A motion was made, seconded and passed unanimously to forward this recommendation to you. The Committee is in agreement with the County Administrator's recommendation for funding the CCS in the amount of \$12,000 from the Outside Agency General Services Fund. Funding is recommended retroactive to July 1, 2017.

c: Members of the Outside Agency Committee
Margaret Kish, Director
Ana Basurto, Outside Agency Program Coordinator

Pima County Community Development and Neighborhood Conservation

Kino Service Center

2797 East Ajo Way, 3rd floor, Tucson, Arizona 85713 • Phone: 520-724-3777 • Fax: 520-724-6796



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 2, 2017

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

Re: Request for Funding – Catholic Community Services Nutrition Program

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. I have been informed the Committee will be meeting in early October and I am requesting that, as Chair, you include an agenda item to consider the merits of this request and make a funding recommendation to the Board of Supervisors.

The Catholic Community Services Nutrition Program provides meals to low income seniors, age 60 and over, throughout the City and County. Through a new partnership with the Community Food Bank, the program will improve the quality of the meals; however, costs will be incrementally increasing.

The request is for a \$12,000 grant from the Outside Agency program in order to provide 1,579 meals to those individuals currently relying on this important service. This is a one-time special request for FY 2017-2018. Catholic Community Services may apply for future funding through the regular Outside Agency process.

Thank you for your consideration of this request. I greatly appreciate the efforts and hard work of the Outside Agency Committee, which have made a positive difference in the lives of Pima County residents.

Jeannine Mortimer, Chair

Re: Request for Funding – Catholic Community Services Nutrition Program

October 2, 2017

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Sincerely,



C.H. Huckelberry
County Administrator

CHH/mp

c: Jan Leshar, Chief Deputy County Administrator
Margaret Kish, Director, Community Development and Neighborhood Conservation
Ana Basurto, Outside Agency Program Coordinator

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

OUTSIDE AGENCY

PROJECT: Nutrition Services

AGENCY: Catholic Community Services of
Southern Arizona, Inc.
140 W. Speedway, Suite 130
Tucson, Arizona 85705

AMOUNT: \$12,000.00

FUNDING SOURCE: General Funds

CONTRACT

NO. CT-CD-18-151

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 ("County"), a body politic and corporate of the State of Arizona, and Catholic Community Services of Southern Arizona, Inc. ("Agency"), a non-profit in the State of Arizona.

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 general funds submitted outside of the Outside Agency process.
- D. Agency has been providing nutritious meals to older adults either in their home or in community settings since 1984.
- E. Agency seeks funds for its Nutrition Program ("the Program" or "Agency's 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:

TERM AND EXTENSIONS

- 1.1 This Agreement, as awarded by County, will commence on July 1, 2017 and will terminate on June 30, 2018, 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 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 Agreement.
- 2.1.7 Design a Program Performance Assessment Tool (“Performance Report”) to continuously track the provision of services and the attainment of the metrics set forth in **Exhibit A**, Section 4 -- Deliverables and Public Benefits. Agency will:
 - 2.1.7.1 Submit Performance Report results quarterly on the dates set forth in paragraph 2.2 below.
 - 2.1.7.2 Provide a copy of the Performance Report tool to County upon request.

2.2 Reports.

- 2.2.1 Agency will submit quarterly reports on the following dates of the Agreement 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 Monitoring.

- 2.4.1 County will monitor all of Agency's management, fiscal and service provision activities relating to performance of duties and obligations under this Agreement to ensure that Agency is:
 - 2.4.1.1 Making adequate and acceptable progress in the provision of services;
 - 2.4.1.2 Maintaining adequate and acceptable systems to document services and expenditures; and
 - 2.4.1.3 Using the funds provided pursuant to this Agreement effectively and efficiently to accomplish the purposes for which funds were made available.
- 2.4.2 Agency will cooperate with County in the monitoring and evaluation process.
- 2.4.3 Agency will provide County with access to all documentation required to evaluate Agency's performance and use of funds under this Agreement.

2.5 County may:

- 2.5.1 Provide technical assistance to Agency when needed; and
- 2.5.2 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 will not exceed \$12,000.00** ("the maximum allocated amount").
- 3.2 Payments will be made from Pima County General 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**.
- 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 be signed by the employee and a supervisor with direct knowledge of employee's activities.
- 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**.
- 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 that do not increase or decrease 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 that increase or decrease the total budget amount 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 3.0 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 4.5, 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 Basurto
Outside Agency Program Coordinator
Community Development and Neighborhood Conservation Department
2797 E. Ajo Way, 3rd Floor
Tucson, AZ 85713

- 4.7 If Agency is a "nonprofit corporation" that meets the definition of "corporation" in A.R.S. §10-3140, Agency 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 Agency 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 Agreement have been met. The below Insurance Requirements are minimum requirements for this Agreement and in no way limit Agency's indemnity obligations under this Agreement. The County in no way warrants that the required insurance is sufficient to protect the Agency for liabilities that may arise from or relate to this Agreement. If necessary, Agency 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 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 contractors, 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.
- 5.2.2 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.
- 5.2.3 Worker's Compensation ("WC") 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.

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, Business Automobile Liability and Technology E&O Policies shall each be endorsed to include Pima County, its departments, 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 Agency. 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 **Waiver of Subrogation:** The General Liability, Business Automobile Liability, Workers' Compensation and Technology E&O Policies shall each contain a waiver of subrogation endorsement in favor of Pima County, and its departments, districts, officials, agents, and employees for losses arising from work performed by or on behalf of the Agency.
- 5.3.4 **Primary Insurance:** The Required Insurance policies, with respect to any claims related to this Agreement, 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 Agency's deductible or Self Insurance Retention (SIR). Insurance provided by the Agency shall not limit the Agency's liability assumed under the indemnification provisions of this Contract.
- 5.3.5 **Claims Made Coverage:** If any part of the Required Insurance is written on a claims-made basis, any policy retroactive date must precede the effective date of this Agreement, and Agency must maintain such coverage for a period of not less than three (3) years following Agreement expiration, termination or cancellation.
- 5.3.6 **Subcontractors:** Agency 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, Agency must furnish, if requested by County, appropriate insurance certificates for each subcontractor. Agency 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 Agency shall furnish Pima County with certificates of insurance (valid ACORD form or equivalent approved by Pima County) as required by this Agreement. An authorized representative of the insurer shall sign the certificates. Each certificate must include:
 - 5.4.1.1 The Pima County tracking number for this Agreement, which is shown on the first page of the Agreement, 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 waiver endorsements for the County and its Agents.
- 5.4.2 All certificates and endorsements, as required by this written agreement, are to be received and approved by Pima County before work commences. Each insurance policy required by this Contract must be in effect 10 days prior to work under this Agreement. Failure to maintain the insurance coverages or policies as required by this Agreement, or to provide evidence of renewal, is a material breach of this Agreement.
- 5.4.3 Certificates must specify that the appropriate policies are endorsed to include additional insured and subrogation waiver endorsements for the County and its departments, officials and employees. Note: Contractors for larger projects must provide actual copies of the additional insured and subrogation endorsements.
- 5.4.4 County reserves the right to, at any time, require complete copies of any or all Required Insurance policies.

5.5 **Cancellation Notice:** For each insurance policy required by the insurance provisions of this Agreement, the Agency must provide to Pima County, within two (2) business days of receipt of notice, if a policy is suspended, voided, or cancelled for any reason. Such notice shall be mailed, emailed, hand-delivered or sent by facsimile transmission to the Pima County Contracting Representative. Notice shall include the Pima County project or contract number and project description.

5.6 **Approval and Modifications:** The Pima County Risk Manager may approve a modification of the Insurance Requirements without the necessity of a formal Agreement 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 Agency, its insurance broker(s) and/or insurer(s), constitutes a waiver of any of the Insurance Requirements.

6.0 **INDEMNIFICATION**

To the fullest extent permitted by law, Agency will defend, indemnify and hold harmless Pima County, and any related taxing district, and the officials and employees and 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 Agency or any of Agency'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 Agency 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 Agency from and against any and all claims. Agency is responsible for primary loss investigation, defense and judgement costs for any claim to which indemnity applies. This indemnity will survive the expiration or termination of this Agreement.

7.0 **COMPLIANCE WITH LAWS**

7.1 **Compliance with Laws; Changes.** Agency will comply with all federal, state, and local laws, rules, regulations, standards and Executive Orders, without limitation to those designated within this Agreement. Any changes in the governing laws, rules, and regulations during the terms of this Agreement will apply, but do not require an amendment.

7.2 **Licensing.** Agency warrants that it is appropriately licensed to provide the services under this Agreement and that its subcontractors will be appropriately licensed.

7.3 **Choice of Law; Venue.** 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.

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 will comply with all provisions and requirements of Arizona Executive Order 2009-09, which is hereby incorporated into this Agreement, 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

- 12.1 Agency is an independent contractor. Neither Agency nor any of Agency's officers, agents, or employees will be considered an employee of Pima County or be entitled to receive any employment-related benefits, or assert any protections, under the Pima County Merit System.
- 12.2 Agency is responsible for paying all federal, state and local taxes on the compensation by Agency under 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.
- 12.3 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. County may withhold approval at its sole discretion.

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 may terminate this Agreement at any time, without cause, by serving a written notice upon Agency at least thirty (30) days before the effective date of the termination. In the event of such termination, the County's only obligation to Agency will be payment for services rendered prior to the date of termination.

18.2 Termination for Cause: County may terminate this Agreement at any time without advance notice and without further obligation to County finds Agency to be in default of any provision of this Agreement.

18.3 Non-Appropriation: Notwithstanding any other provision in this Agreement, County may terminate this Agreement 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 will have no further obligation to Agency, other than for services rendered prior to 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	Marguerite Harmon, Chief Executive Officer Catholic Community Services of Southern AZ 140 W. Speedway, Suite 130 Tucson, AZ 85705

20.0 OTHER DOCUMENTS

- 20.1 In entering into this Agreement, Agency and County have relied upon information provided in Agency's request for general funds to support the implementation of Agency's Program and any other information and documents submitted to County to obtain such funds.
- 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.

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 RECORDS

- 23.1 Disclosure. Pursuant to Arizona Public Records law, 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 an award of this Agreement, 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.
- 23.2.1 If Agency reasonably believes that some of the records described in paragraph 23.1 above contain proprietary, trade-secret or otherwise-confidential information, Agency must prominently mark those records "CONFIDENTIAL."
- 23.2.2 In the event that a public records request is submitted to County for records marked "CONFIDENTIAL," County will notify Agency of the request as soon as reasonably possible.
- 23.2.3 County will release the records ten (10) business days after the date of notice provided pursuant to paragraph 23.2.2, unless Agency has, within that period, secured an appropriate order from a court of competent jurisdiction, enjoining the release of the records.
- 23.2.4 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.

24.0 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 Compliance with Immigration Laws. 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 Agreement likewise complies with the State and Federal Immigration Laws.
- 25.2 Books and Records. County has 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 Remedies for Breach of Warranty. 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 29.0, is 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, 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 Agency.
- 25.4 Subcontractors. Agency will advise each subcontractor of County's rights, and the subcontractor's obligations, under this Section 29.0 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."

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.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

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.

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

PIMA COUNTY

AGENCY

Chair, Board of Supervisors

Marguerite D Harman
Signature

Date: _____

MARGUERITE D HARMAN, CEO
Printed name and title

ATTEST

Date: 11/15/17

Clerk of the Board

Date: _____

APPROVED AS TO CONTENT:

Margaret M. Kuc 11/15/2017
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: Catholic Community Services of Southern Arizona, Inc.	Program: Nutrition Services
Program Address: 140 W. Speedway Blvd Tucson, Arizona 85705	Program Contact: Linda Rumsey Telephone: 520-624-1562 Email: lindar@ccs-soaz-org
Program Service Category: Senior Support	Program Award: \$12,000.00

1. **Program Overview:** Nutrition Services provides home delivered meals to frail, elderly, mobile and homebound seniors age 60 or older who require nutrition support (“the Program”)
2. **Program Purpose:** The purpose of this program is to ensure that recipients have at least one nutritious meal each day in their home. Home delivery provides an important means of assessing client health and needs.
3. **Program Requirements:**
 - 3.1. Activities: Agency will:
 - 3.1.1. Oversee the menu development to ensure nutrient compliance.
 - 3.1.2. Accept and process referrals from community agencies and individuals for Program services.
 - 3.1.3. Conduct an in-home assessment of needs for potential recipients on a timely basis.
 - 3.1.4. Deliver, in a safe and sanitary manner, a total of five (5) easy to prepare, chilled or frozen meals to each client. Two (2) meals will be delivered early in the week and three (3) meals will be delivered during a subsequent visit.
 - 3.1.5. Observe and assess client wellness and report status changes to the appropriate agencies and individuals.
 - 3.2. Program Operations:

Food Distribution Hours: Monday through Thursday, 8:00 a.m. to 5:00 p.m. and,
Friday 8:00 a.m. – 4:00 p.m.
 - 3.3. Target Population: Services are targeted to those individuals who are in greatest economic and social need, with particular attention to low-income minority, rural, and severely disabled elderly individuals.

4. 2016-2017 Deliverables and Public Benefits

Deliverable 1: Food Assistance	Public Benefit 1: Improved Health: Better Nutrition	
Units: <u>1,580</u> (#) <input type="checkbox"/> Hours <input type="checkbox"/> Classes <input type="checkbox"/> Days <input checked="" type="checkbox"/> Items (Describe: <u>Meals</u>) <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>15</u> (#) <input type="checkbox"/> unduplicated individuals <input type="checkbox"/> unduplicated households <input type="checkbox"/> unduplicated housing units	Expected Performance: A minimum of 13 of the individuals will report improved health due to receiving meals. Metric: <ul style="list-style-type: none"> • Annual Survey

5. Budget

Activity	FY 2016-2017 Award*
Personnel	\$0.00
Program Costs	\$12,000.00
Agency Costs	0
Indirect Costs	\$0.00
Total	\$12,000.00

*See Budget Detail

Pima County Budget Detail

Agency: Catholic Community Services of Southern Arizona

Program: Nutrition Program

Section 1: Personnel		(Salaries & Fringe Benefits)		
Position Title	% of FTE / Program Hours	Hourly Wage	Hourly ERE*	Total Position Budget
SECTION 1 Subtotal:				\$ 0.00
Section 2: Program Costs	These are only for the listed Outside Agency Program, are program specific, and can be directly tracked on the General Ledger. If the items are used by multiple programs, are paid by multiple grants, you <u>must</u> explain your allocation method.			
Expense Category	Items/Description			Total Budgeted
Materials & Supplies	Direct Cost associated with the production and delivery of a meal.			\$12,000.00
SECTION 2 Subtotal:				\$12,000.00
Section 4: Indirect Costs	Portion of salaries for director and admin staff, and other costs not directly attributable to program. Maximum 15% of OA Award.			
SECTION 4 Subtotal:				\$0.00
Total OA Program Budget				\$ 12,000.00

EXHIBIT B

**Community Development and Neighborhood Conservation
Outside Agency Financial Report, Fiscal Year 2017-2018**

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**