



BOARD OF SUPERVISORS AGENDA ITEM REPORT
CONTRACTS / AWARDS / GRANTS

Award Contract Grant

Requested Board Meeting Date: February 20, 2018

* = *Mandatory, information must be provided*

or Procurement Director Award

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

Arizona Community Action Association

***Project Title/Description:**

Arizona Community Action Association (ACAA) - Utility Assistance Program - 2017-18 Trico Electric Cooperative

***Purpose:**

This is a revenue agreement awarded to the county to administer energy program funding to eligible low-income Trico Cooperative members residing in Pima County for utility assistance, rent, mortgage, food, medical bills, utility repair/replacement, and emergency services.

Attachment: 2017-18 Trico Electric Cooperative Contract No. 12012017-18

***Procurement Method:**

Not applicable to grant award.

***Program Goals/Predicted Outcomes:**

Provide emergency financial assistance to eligible low-income households experiencing a temporary financial crisis in order to prevent utility disconnection, eviction/mortgage foreclosure and/or repair replacement of utility related appliance and/or apparatus.

***Public Benefit:**

The program will provide emergency assistance funds to eligible Pima County residents. The assistance will result in prevention of homelessness, continuation or restoration of utility services and/or maintain or replace utility-related apparatus to ensure the safety and health of Pima County residents experience hardships and/or crisis.

***Metrics Available to Measure Performance:**

Performance reports provided via the Emergency Services Network database insures appropriate delivery of services.

***Retroactive:**

Yes, County received the agreement from ACAA on 1/3/18. After several language changes, the final version from ACAA was sent on 1/30/18.

Contract / Award Information

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

Effective Date: _____ Termination Date: _____ Prior Contract Number (Synergen/CMS): _____

Expense Amount: \$* _____ Revenue Amount: \$ _____

***Funding Source(s) required:**

Funding from General Fund? Yes No If Yes \$ _____ % _____

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

***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: GTAW Department Code: CS Grant Number (i.e., 15-123): 18-61

Effective Date: 12/1/17 Termination Date: 11/30/18 Amendment Number: _____

Match Amount: \$ _____ Revenue Amount: \$ 15,000.00

***All Funding Source(s) required:** Trico Electric Cooperative

***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: Rise Hart

Department: Community Services Telephone: 724-5723

Department Director Signature/Date: *[Signature]* 2/6/18

Deputy County Administrator Signature/Date: *[Signature]* 2/12/18

County Administrator Signature/Date: *[Signature]* 2/12/18
(Required for Board Agenda/Addendum Items)



Arizona Community Action Association

INDEPENDENT CONTRACTOR AGREEMENT

2017-18 Trico Electric Cooperative

Contract No. 12012017-18

This INDEPENDENT CONTRACTOR AGREEMENT (this "Agreement") is entered into as of the Effective Date set forth below by and between **Pima County on behalf of the Pima County Community Action Agency** (hereinafter "Contractor") and Arizona Community Action Association, an Arizona nonprofit corporation (hereinafter "ACAA").

RECITALS:

A. ACAA is a nonprofit organization that, as part of its mission to promote economic self-sufficiency for low-income Arizonans, administers energy program funding to provide weatherization services, utility repair and replacement, utility deposits and bill or emergency assistance.

B. ACAA is receiving or expects to receive during the term of this Agreement funding from the fund sources listed in ***Section 1*** (the "Fund Sources") pursuant to Program Documents (as defined in ***Section 4***).

C. ACAA desires to subcontract with Contractor to obtain assistance with fulfilling ACAA's obligations under the Program Documents and Contractor desires to receive the funding described herein and use it to provide services in accordance with the Program Documents and this Agreement. **The total amount of the contract is \$15,000.00.**

THEREFORE, in consideration of the terms and conditions set forth in this Agreement and intending to be bound, ACAA and Contractor hereby agree as follows:

1. Services and Programs.

1.1 **Services.** Contractor agrees, under the terms and conditions of this Agreement, to perform the following services for the programs listed in ***Section 1.2***: (i) conduct application intake services, (ii) make eligibility determinations, and (iii) assistance as defined in Exhibit A. Contractor shall perform the foregoing services during the term set forth in ***Section 2***. ACAA will not exercise control over the specific methods used by Contractor or the specific manner in which Contractor performs services under this Agreement, but Contractor shall follow ACAA's instructions as to the result to be achieved. Contractor may receive additional instructions from an ACAA employee designated to serve as a liaison between ACAA and Contractor.

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Advocating, Educating and Partnering to Prevent and Alleviate Poverty.

2700 N. 3rd Street Suite 3040 Phoenix, Arizona 85004 TEL. 602 604 0640 FAX 602 604 0644 WEB www.azcaa.org

1.2 Fund Sources. For purposes of this Agreement, the programs, Fund Sources and amount of funding to be allocated to Contractor will be as set forth in the following summary:

Fund Source(s)	Direct Service Amount (A)	Program Delivery (B)	Total Allocation (A+B)	Allowable Activities	Additional Information
Trico Electric Cooperative (Trico)	\$15,000.00	\$ 0.00	\$15,000.00	Utility/ Rent/ Mortgage/ Food/ Medical Bills/ Repair or Replacement of appliances/ Utility Deposits and other Emergency Needs determined by the Agency.	Refer to Exhibit A: Program Description Refer to Exhibit B: Poverty Guidelines Refer to Exhibit C: Program Report
Totals	\$15,000.00	\$0.00	\$15,000.00		

The summary above of certain provisions of the Program Documents is provided for Contractor's convenience and is not intended to be an exhaustive description of all material terms of the Program Documents. Contractor is advised to carefully review the Program Documents in their entirety. In the event of any conflict between this summary and the Program Documents, the terms of the Program Documents will control.

1.3 Training. Contractor will participate in any training provided by ACAA on dates and times selected by ACAA.

1.4 Program Modification. ACAA and the Fund Sources reserve the right to modify program eligibility guidelines and Program Documents. Contractor agrees to implement and comply with any and all modifications immediately after receipt of written notice of such modifications.

2. Term and Termination.

2.1 Term. Unless sooner terminated pursuant to **Section 2.2**, the term of this Agreement will be for one year beginning on the later of full execution of this Agreement on **December 1, 2017** (the "Effective Date") and ending on **November 30, 2018**.

2.2 Termination. Either ACAA or Contractor may terminate this Agreement at any time, for any or no reason, by giving thirty (30) days written notice to the other party of its election to terminate. If a Fund Source terminates a program or otherwise discontinues funding to ACAA, then this Agreement will automatically terminate as to any services to be provided for that Fund Source. Any unexpended funds will be returned by the Contractor to ACAA immediately upon termination.

2.3 Effect of Termination; Survival. Upon termination, Contractor's obligation to perform further services for ACAA shall terminate and ACAA's obligation to provide funding to Contractor for such services shall terminate, but the remainder of this Agreement shall continue in full force and effect.

2.4 Non-Appropriation. Notwithstanding any other provision of 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.

3. Funding; Expenses; Nature of Relationship.

3.1 Funding; Payments to Contractor. All funds will be forwarded to the Contractor once the contract is executed. This is not a reimbursement contract; rather, reporting on expenditures will be required every quarter. No later than the 15th day after the end of each calendar quarter, Contractor will submit a report on funds expended in the previous quarter, including the number of clients, the amount of assistance per household, and for which needs funds were provided to each household. A quarterly report must be submitted in the Trico Program Report (Exhibit C); these funds will not be tracked in GMS during this pilot program year.

3.2 Expenditures. ACAA reserves the right to terminate, reduce, or reallocate funds to another Contractor within the service territory, if Contractor's expenditure rate is not at a percentage to ensure one hundred percent expenditure of funds within the contract period. ACAA will conduct a review of agency expenditures on a quarterly basis, and will notify the Contractor of any concerns. Any funds determined not spent in compliance with the program purpose or the terms of this agreement will be returned by Contractor to ACAA. It is the responsibility of the Contractor to monitor all contract expenditures and to ensure that no over expenditures occur. If an over expenditure occurs, the Contractor is responsible for absorbing and/or returning the amount of the payment. Any unspent funds will be returned by Contractor to ACAA.

3.3 Advance Payments. All available funds will be forwarded to the Contractor once the contract is executed; no additional advance payments will be made available.

3.4 Nature of Relationship. As between ACAA and Contractor, ACAA shall have the same rights as the Funding Sources have under the applicable Program Documents. Contractor shall have only those rights expressly provided to Contractor under this Agreement. The relationship between ACAA and Contractor shall be that of independent contractors for purposes including tax law purposes and employment law purposes and not that of employer-employee, partners, joint venturers, or otherwise. Contractor acknowledges and agrees that Contractor shall have no right or opportunity to participate in any employee benefits plans, compensation plans, or other benefits that ACAA may offer to its employees, and that Contractor will not be treated as an employee for purposes of workers compensation laws, employment laws, or tax laws, including without limitation federal and state income tax laws, social security tax laws and unemployment contribution laws. Contractor agrees to comply with all laws applicable to independent contractors including, but not limited to, professional and tax licensing requirements and reporting and payment of applicable federal, state and local taxes, including without limitation income taxes and self-employment taxes.

3.5 Indemnification. To the extent provided by law, Contractor agrees to indemnify, defend and hold ACAA and its directors, officers, employees and agents harmless for, from and against any tax or other liabilities, losses, costs, expenses (including attorneys' fees and court costs), penalties, claims, demands resulting from or arising out of a breach of this Agreement by Contractor or Contractor's employees or agents, or resulting from or arising out of rendering services under this Agreement by Contractor or Contractor's employees or agents or to the extent caused by the negligence or intentional misconduct of Contractor or Contractor's employees or agents. ACAA agrees to indemnify, defend and hold Contractor and its directors, officers, employees and agents harmless for, from and against any liabilities, losses, costs, expenses (including attorneys' fees and court costs), penalties, claims, demands to the extent caused by the negligence or intentional misconduct of ACAA or ACAA's employees or agents.

3.6 Insurance.

3.6.1 Contractor and any subcontractors shall procure and maintain, until all of their obligations have been satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the services hereunder by Contractor or Contractor's agents, representatives, employees or subcontractors. Contractor shall also procure and maintain all additional insurance coverage required by the Program Documents.

3.6.5 Each insurance policy required by the insurance provisions of this Agreement shall provide the required coverage and shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days prior written notice has been given to ACAA.

3.6.6 Insurance is to be placed with duly licensed or approved non-admitted insurers in the state of Arizona with an "A.M. Best" rating of not less than A- VII. ACAA makes no representation or warranty that the above-required minimum insurer rating is sufficient to protect Contractor from potential insurer insolvency. If Contractor utilizes the Social Service Contractors Indemnity Pool (SSCIP) or other approved insurance pool for insurance coverage, SSCIP or the other approved insurance pool is exempt from the A.M. Best's rating requirements listed in this Agreement. If Contractor chooses to use SSCIP or another approved insurance pool as its insurance provider, Contractor would be considered in full compliance with insurance requirements relating to the A.M. Best rating requirements.

3.6.7 Contractor shall furnish ACAA with certificates of insurance (ACORD form or equivalent approved by ACAA) as required by this Agreement. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be received and approved by ACAA before services commence. Each insurance policy required by this Agreement must be in effect at or prior to commencement of services under this Agreement and remain in effect for the duration of the term of this Agreement. Failure to maintain the insurance policies as required by this Agreement, or to provide evidence of renewal, is a material breach of contract.

3.6.8 Contractor's certificate(s) shall include all subcontractors as insureds under its policies or Contractor shall furnish to ACAA separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.

3.8.9 ACAA acknowledges that the Contractor is self-insured and that such self-insurance satisfies all insurance requirements for this Agreement.

4. Compliance with Terms of Funding. Contractor acknowledges that Contractor's services will be part of the programs funded by the Funding Sources listed in *Section 1* pursuant to the Program Documents. Contractor agrees it will be bound by and will comply with all terms and conditions of the Program Documents, including without limitation all indemnification and insurance obligations. The "Program Documents" consist of the Exhibits attached hereto and any written policies and procedures that ACAA may send to Contractor from time to time, all of which are incorporated herein by this reference. The Program Documents require ACAA to submit certain periodic reports to the Fund Sources. Contractor agrees to cooperate with ACAA in preparing these reports. In addition, Contractor agrees to comply with all other reporting obligations under the Program Documents.

5. Confidential Information.

5.1 Contractor's Obligation of Confidentiality. Contractor recognizes that as a result of this Agreement and Contractor's performance of services hereunder Contractor will have access to confidential information ("Confidential Information"). Contractor will keep the Confidential Information it receives confidential at all times and will not, without the prior written consent of ACAA, disclose Confidential Information to any person other than its legal counsel and other parties authorized by ACAA in writing prior to the disclosure of the Confidential Information (such legal counsel and other authorized parties will hereinafter be collectively referred to herein as the "Representatives") who need to know the Confidential Information. Contractor agrees to inform its Representatives of the confidential nature of the Confidential Information and to obtain their agreement to be bound by the terms of this *Section 5* for the benefit of ACAA. Contractor agrees to treat and use Confidential Information in a manner that is consistent with protecting such information. Contractor agrees that it will be responsible for any unauthorized use or disclosure of Confidential Information or other non-compliance with this Agreement by any Representative or other agents, or by any other person who obtains access to Confidential Information from, or due to the fault of, Contractor. Any such non-compliance will constitute a breach of this Agreement by Contractor. Notwithstanding the foregoing, Contractor may release public records redacting confidential and

personal identifying information in response to a valid public records request pursuant to the Arizona Public Records Law (A.R.S. § 39-121 et seq.), provided, that in the event such a public records request is received, Contractor shall immediately notify ACAA and thereafter permit ACAA (or any counterparty of ACAA to whom the records or information subject to the request belongs or concerns) to intervene in order to secure a protective order or other appropriate relief from a court of competent jurisdiction. The protective action described in the preceding sentence shall be undertaken (if at all) in the sole discretion of ACAA and/or its counterparties, and a protective order or other appropriate relief must be obtained within ten (10) business days from the date that notification of the public records request is delivered by Contractor to ACAA. Contractor shall not, under any circumstances, be responsible for securing a protective order or other relief enjoining the release of records, nor shall Contractor be in any way financially responsible for any costs associated with securing such an order.

5.2 **Definition of Confidential Information.** Confidential Information includes without limitation any information in whatever form, whether documents, computer disks, computer drives, computer chips, audio tapes or video tapes, that are marked with the legend "confidential" or other notice of similar meaning or are otherwise treated as confidential by ACAA. Whether or not indicated to be confidential, the following information shall be deemed to constitute Confidential Information: all data collected from applicants for assistance and program participants including without limitation names, addresses, and any other information of a personal or intimate nature, and all trade secrets, proprietary data, financial information, business information and other proprietary information disclosed by ACAA to Contractor, and further including without limitation any copies, summaries, indexes or abstracts of Confidential Information and any information or materials derived from Confidential Information. In addition to the foregoing, any information that is otherwise protected by law as confidential without regard to this Agreement shall constitute Confidential Information. The term "Confidential Information" as used herein does not include any information which (a) is already known to the public prior to disclosure to Contractor; (b) is subsequently made known to the public without any violation of this Agreement; or (c) is rightfully received by Contractor from a third party without similar restriction and without breach of this Agreement. Notwithstanding the foregoing, Contractor will not be deemed in violation of this Agreement in the event Contractor discloses Confidential Information in response to a duly issued court order or subpoena if Contractor provides prompt advance notice thereof to ACAA or if Contractor discloses data regarding applicants for assistance and program participants to the extent required by Contractor's reporting obligations under other agreements pursuant to which Contractor receives funding.

6. **Audit and Inspection.** ACAA will have the right to audit and inspect Contractor's work to verify compliance with this Agreement. Contractor agrees to provide ACAA and its Fund Sources with access, upon reasonable advance notice and during normal business hours, to all of Contractor's books and records that relate to this Agreement. Contractor will maintain copies of all books and records that relate to this Agreement for at least 3 years after the expiration of this Agreement.

7. **Notices.** All notices given in connection with this Agreement shall be in writing and sent by: (i) hand delivery (ii) nationally recognized courier, (iii) facsimile, (iv) United States certified mail with return receipt requested, postage paid, or (v) e-mail. All notices shall be deemed given and received when (a) if given by facsimile, upon confirmed transmission during normal business hours (before 5:00 p.m. Arizona time), if confirmed transmission is after normal business hours it will be deemed given and received the next business day, (b) if hand delivered, when delivered (as confirmed by receipt executed by the recipient or delivery confirmation executed by the courier), (c) if given by a nationally recognized courier, on the day the notice is actually delivered (as confirmed by receipt executed by the recipient or delivery confirmation by the courier), (d) if given by certified mail, return receipt requested, postage paid, when actually delivered to the addresses specified herein as evidenced by return receipt or refusal or failure to accept delivery. All notices will be given at the address or by use of the facsimile number or e-mail address specified for a party on the signature page hereof. A party may change its mailing address, e-mail address and/or facsimile number for notice by giving notice to the other parties in accordance with this Section.

8. **Limitation of Liability.** Contractor acknowledges that all funds to be provided pursuant to this Agreement will be provided by the Fund Sources, and Contractor agrees to look solely to funds actually paid by the Fund

Sources for Contractor invoices. ACAA's obligations under this Agreement are subject to the Fund Sources actually providing the funds (either to ACAA or directly to Contractor) pursuant to the Program Documents. ACAA intends to allocate the funds from each Fund Source to multiple contractors. If one or more Fund Sources reduces their funding to ACAA, then ACAA reserves the right to reduce Contractor's funding under this Agreement and to allocate the reduced funding among Contractor and other contractors as determined by ACAA in its sole discretion.

9. **Assignment; Subcontractors.** Contractor may not assign Contractor's rights or obligations under this Agreement without ACAA's prior written consent, which consent ACAA may withhold in its sole discretion. Contractor may not use a subcontractor to perform any of Contractor's obligations under this Agreement without ACAA's prior written consent, which consent ACAA will not unreasonably withhold. ACAA's consent to an assignment or subcontractor will not release Contractor from any obligations hereunder.

10. **Choice of Law and Forum.** This Agreement has been entered into in Maricopa County, Arizona and its application and interpretation shall be governed exclusively by its terms and by the laws of the State of Arizona without regard to its choice of law rules. The exclusive and proper venue for any dispute arising out of this Agreement will be the state and federal courts located in Maricopa County Arizona.

11. **Integration; Modification; Waiver.** This Agreement reflects the entire agreement of the parties relating to the subject matter hereof. All recitals and exhibits to this Agreement are incorporated herein by this reference. No provision of this Agreement shall be deemed waived, amended, or modified by any party unless both parties sign a written amendment or the party against whom the waiver is asserted signs a written waiver.

12. **Counterparts; Facsimile.** This Agreement may be executed in counterparts and delivered by facsimile.

13. **Conflict of Interest.** This Agreement is subject to cancellation within three (3) years after its execution pursuant to A.R.S. § 38-511 if any person significantly involved in initiating, negotiating, securing, drafting, or creating this Agreement on behalf of County is, at any time while this Agreement or any extension of the Agreement is in effect, an employee or agent of any other party to the Agreement with respect to the subject matter of the Agreement.

[Signature page follows]

IN WITNESS WHEREOF, the undersigned have executed this Agreement, effective as of the Effective Date.

CONTRACTOR
Pima County Board of Supervisors

Arizona Community Action Association,
an Arizona nonprofit corporation

Chair, Board of Supervisors

By: _____

Date: _____

Name: Cynthia Zwick

ATTEST:

Title: Executive Director

Clerk of the Board

Date: _____

Date: _____

Address:

APPROVED AS TO FORM:

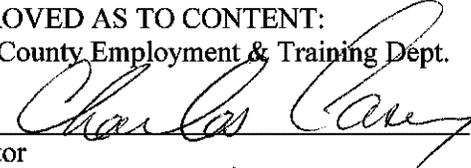
340 E Palm Lane, Suite 315
Phoenix, Arizona 85004
Fax No.: 602-604-0644
E-mail: czwick@azcaa.org



Deputy County Attorney

Date: 2-5-18

APPROVED AS TO CONTENT:
Pima County Employment & Training Dept.



Director

Date: 2/6/18

Address:
2797 Ajo Way, 3rd Floor
Tucson, Arizona 85713
E-mail: Rosemary.CoraCruz@pima.gov



Arizona Community Action Association

List of Attached Exhibits:

- Exhibit A ACAA Trico Emergency Assistance Program Summary
- Exhibit B Federal Poverty Income Guidelines effective July 1, 2017 –
June 30, 2018
- Exhibit C Trico Emergency Assistance Program Report

Exhibit A

ACAA TRICO EMERGENCY ASSISTANCE

PROGRAM SUMMARY

- CAN PAY:** Utility bills, rent, mortgage, food, medical bills and other emergency needs at the discretion of the Participating Agency. Replacement of appliances only in cases where repair cost would exceed replacement cost. For repair/replacement, the applicant must be the owner of the appliance or home, as applicable.
- MAXIMUM GRANT AMOUNT:** \$800.00
- ELIGIBILITY CRITERIA:** Household income must be at or below 200% of the federal poverty guidelines. Households must be in Trico service area (Trico member in the household) in Pima, Pinal and Santa Cruz Counties.
- EMERGENCY:** An acceptable emergency must be documented on the intake form/application.
- INCOME VERIFICATION:** All sources of household income received during the past 30 days, including the date of application must be accounted for and verified.
- SERVICE PERIOD:** A household may be assisted only once in a 12-month period.
- SUBSTITUTE SSN (if necessary):** Zip code + Birthday (for example: if zip code is 85203 and birthday is May 1, 1980 then the substitute SSN will be 852-03-0501)
- ACCEPTABLE EMERGENCIES (examples):**
1. Loss or reduction of income or public assistance benefits,
 2. Unexpected and/or unplanned expense that caused a lack of resources.
 3. A condition that endangers the health and safety of the household.
- CLIENT FILES MUST CONTAIN:**
1. Intake sheet with client information and name of caseworker
 2. Verification document for ID of client
 3. Copies of bills / receipts
 4. Income verification
 5. Emergency documentation
 6. Client affidavit form (if utilized)
 7. Statement of truth/release of info, signed by the client
 8. Copy of the rental agreement or a note from the landlord for utility costs included in rent

Exhibit B

**Arizona Community Action Association
Trico Emergency Assistance Program
Federal Poverty Guidelines (FPG) - Income thresholds for the last 30 days
Updated 5-09-2017**

Household Size											
Percent of Poverty	1	2	3	4	5	6	7	8	9	10	For each additional member add:
200%	\$2,010	\$2,706	\$3,404	\$4,100	\$4,796	\$5,494	\$6,190	\$6,886	\$7,582	\$8,278	\$696

