



BOARD OF SUPERVISORS AGENDA ITEM REPORT
CONTRACTS / AWARDS / GRANTS

☐ Award ☒ Contract ☐ Grant

Requested Board Meeting Date: May 21, 2019

* = Mandatory, information must be provided

or Procurement Director Award ☐

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

City of South Tucson

***Project Title/Description:**

John A. Valenzuela Youth Center (JVYC). The contract can be found in OnBase by searching Contracts 19*444 in Doc_ID_AMS.

***Purpose:**

JVYC will provide year round youth programs and recreational activities to benefit the residents and community of South Tucson.

Attachment: Contract Number CT-CS-19-444

***Procurement Method:**

This IGA is a non-Procurement contract and not subject to Procurement rules.

***Program Goals/Predicted Outcomes:**

The goal is to enhance academic performance, economic opportunities, and fitness for youth participants.

***Public Benefit:**

The benefit is it provides youth programs for Pima County youth.

***Metrics Available to Measure Performance:**

JVYC will provide quarterly performance and annual performance reports on program activities.

***Retroactive:**

No

MAY 10 15PM 03/24 PCD KCF HD

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Addendum

Contract / Award Information

Document Type: CT Department Code: CS Contract Number (i.e., 15-123): 19-444
Effective Date: 7/1/19 Termination Date: 6/30/20 Prior Contract Number (Synergen/CMS): _____
☒ Expense Amount: \$* \$113,000.00 ☐ Revenue Amount: \$ _____

*Funding Source(s) required: Pima County General Funds

Funding from General Fund? ☒ Yes ☐ No If Yes \$ _____ % 100

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: Rise Hart

Department: Community Services

Telephone: 724-5723

Department Director Signature/Date: _____

Deputy County Administrator Signature/Date: _____

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

Intergovernmental Agreement (IGA) Between Pima County Community Services, Employment and Training Department and City of South Tucson

Project: John A. Valenzuela Youth Center (“JVYC”)

City: City of South Tucson
1601 S. 6th Avenue
Tucson, AZ 85713

Amount: \$113,000.00

Contract No.: CT-CS-19*444

Funding: Pima County General Funds

THIS INTERGOVERNMENTAL AGREEMENT (“Agreement”) is entered into between the City of South Tucson, a municipal corporation, (“South Tucson”), and Pima County, a political subdivision of the State of Arizona, (“County”), to memorialize a cooperative effort for the provision of youth programs and recreation activities.

RECITALS

- A. In accordance with A.R.S. § 11-952 *et seq.* South Tucson and County are expressly authorized to enter into intergovernmental agreements for the joint exercise of powers.
- B. Pursuant to A.R.S. §§ 11-251(17) and 11-254.04, County may appropriate and spend public monies for the preservation of the health of the county and in connection with economic development activities that the respective Board of Supervisors determines will otherwise improve or enhance the economic welfare of the inhabitants of the County.
- C. City of South Tucson operates the John A. Valenzuela Youth Center (“JVYC”), a recreation facility, to provide year round youth programs and recreation activities to benefit the residents and community of South Tucson.
- D. Pima County Board of Supervisors finds that JVYC activities will enhance academic performance, economic opportunities, and fitness of youth participants.

NOW, THEREFORE, the parties agree as follows.

1.0 PURPOSE

The purpose of this Intergovernmental Agreement is to set forth the responsibilities of the parties for delivery of youth programs and address legal and administrative matters among the parties.

2.0 TERM AND EXTENSIONS

- 2.1 Original Term. This Agreement will commence on July 1, 2019 and will terminate on June 30, 2020 (the “Initial Term”). “Term,” when used in this Agreement, means the Initial Term plus any exercised Extension Options.
- 2.2 Extension Options. County may renew this Agreement for additional periods of up to one (1) year each (each an “Extension Option”). An Extension Option will be effective only upon execution by the Parties of a formal written amendment.

- 2.3 The terms of this Agreement may be modified, amended, altered or extended only by a written amendment signed by the parties. Any amendments to the Agreement must be approved by the County before any services under the amendment commences.

3.0 COMPENSATION AND PAYMENT

- 3.1 County agrees to provide funding in the amount of \$113,000.00 per contract year to South Tucson for the purposes set forth herein.
- 3.2 County will pay South Tucson as follows:

Payment Amount	Date of Payment
\$56,500.00	After this Agreement (or any extension) is executed by both parties
\$56,500.00	On or after April 1 of each year

4.0 SCOPE OF SERVICES

- 4.1 All services must comply with the requirements and specifications as called for in this Agreement.
- 4.2 South Tucson will:
- 4.2.1 Provide youth programs and offer recreational services at JVYC. Services will include, but are not limited to, arts, crafts, indoor activities, fitness, dances and club activities for youth and the community.
 - 4.2.2 Schedule and coordinate events to be provided for youth and the community at JVYC.
 - 4.2.3 Gather, maintain and compile information about program performance such as attendance and number of program activities offered on a quarterly basis. The final quarter's report will have roll-up report for the year and program evaluations. Reports should be submitted by the 15th day after the end of each Quarter.
 - 4.2.4 Pay utilities directly to the proper authorities.
 - 4.2.5 Pay for janitorial services needed by JVYC.
 - 4.2.6 Upon request by County, provide space for County to operate summer youth recruitment, school-to-work programs or other program designed to have a positive impact on youth.
 - 4.2.7 Designate a point of contact for County to coordinate space-sharing arrangements.
 - 4.2.8 Submit a detailed Expenditure Report as an attachment to the Annual Performance Report.
- 4.3 Both South Tucson and County understand that there will be no taxes payable relative to JVYC or personal property therein. In the event that such taxes are incurred, South Tucson will bear the obligation of any taxation.
- 4.4 Upon execution of the Agreement, South Tucson must provide a detailed line-item budget indicating the proposed uses of funding for biannual allocations.
- 4.5 Reconciliation of the payment received with the actual costs incurred must be completed by July 15 for the prior contract year's activities or through a subsequent audit. If payments made pursuant to Section 3.0 exceed expenditures, South Tucson must refund to County the difference between the amount paid by County and costs incurred for activities covered under this Agreement.
- ### **5.0 INSURANCE**
- 5.1 Each party will obtain and maintain at its own expense, during the entire term of this Agreement the following type(s) and amounts of insurance:

- 5.1.1 Commercial General Liability in the amount of \$1,000,000.00 combined single limit Bodily Injury and Property Damage.
- 5.1.2 Commercial or Business automobile liability coverage for owned, non-owned and hired vehicles used in the performance of this Contract with limits in the amount of \$1,000,000.00 combined single limit or \$1,000,000.00 Bodily Injury, \$1,000,000.00 Property Damage.
- 5.1.3 If this Contract involves professional services, professional liability insurance in the amount of \$1,000,000.00.
- 5.1.4 If required by law, workers' compensation coverage including employees' liability coverage.
- 5.2 Each party will provide thirty (30) days written notice to the other party of cancellation, non-renewal or material change of coverage.
- 5.3 The above requirement may be alternatively met through self-insurance pursuant to A.R.S. §§ 11-261 and 11-981 (or if a school district, § 15-382) or participation in an insurance risk pool under A.R.S. § 11.952.01 (if a school district, § 15-382), at no less than the minimum coverage levels set forth in this article.

6.0 INDEMNIFICATION

Each party (as 'Indemnitor') agrees to indemnify, defend, and hold harmless the other party (as 'Indemnitee') from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as 'claims') arising out of bodily injury of any person (including death) or property damage, but only to the extent that such claims which result in vicarious/derivative liability to the Indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers.

7.0 TERMINATION

- 7.1 Without Cause: County may terminate this Agreement at any time, without cause, by serving a written notice upon South Tucson at least thirty (30) days before the effective date of the termination.
- 7.2 With Cause: County or South Tucson may terminate this Agreement at any time without advance notice and without further obligation if either Party is in default of any provision of this Agreement. .
- 7.3 Insufficient Funds: Notwithstanding Paragraphs 7.1 and 7.2 above, if any state or federal grant monies used for payment or for performance under this Agreement are reduced or withdrawn, County will have the right to either reduce the services to be provided and the total dollar amount payable under this Agreement or terminate the Agreement. To the extent possible, County will endeavor to provide fifteen (15) days written notice of such reduction or termination. In the event of a reduction in the amount payable, County will not be liable to South Tucson for more than the reduced amount. In the event of a termination under this paragraph, County's only obligation to South Tucson will be payment for services rendered prior to the date of termination to the extent that grant funds are available.
- 7.4 Non-Appropriation: Notwithstanding any other provision in this IGA, this IGA may be terminated if for any reason the Pima County Board of Supervisors or the City Council of South Tucson does not appropriate sufficient monies for the purpose of maintaining this Agreement.
- 7.5 In the event of a termination pursuant to the terms of this Section 7.0, In the event of such termination, the parties will reconcile expenditures with payments and South Tucson will be remit to County any amount unexpended on the date of termination.

8.0 COMPLIANCE WITH LAWS

Both parties must comply with all federal, state and local laws, rules, regulations, standards and Executive Orders, without limitation to those designated within this Agreement. The laws and regulations of the State of Arizona will govern the rights of the parties, the performance of this Agreement and any disputes hereunder. Any action relating to this Agreement will be brought in a court of the State of Arizona in Pima County. Any changes in the governing laws, rules and regulations during the terms of this Agreement will apply, but do not require an amendment.

9.0 NON-DISCRIMINATION

- 9.1 The parties will comply with all provisions and requirements of Arizona Executive Order 2009-09 including flow down of all provisions and requirements to any subcontractors.
- 9.2 During the performance of this contract, South Tucson 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.

10.0 AMERICANS WITH DISABILITIES ACT

The parties 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 South Tucson is carrying out a government program or services on behalf of County, then South Tucson 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.

11.0 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.

12.0 LEGAL AUTHORITY

Neither party warrants to the other its legal authority to enter into this Agreement. If a court, at the request of a third person, should declare that either party lacks authority to enter into this Agreement, or any part of it, then the Agreement, or parts of it affected by such order, will be null and void, and no recovery may be had by either party against the other for lack of performance or otherwise.

13.0 WORKER'S COMPENSATION

Each party will comply with the notice of A.R.S. § 23-1022(E). For purposes of A.R.S. § 23-1022, each party will be considered the primary employer of all personnel currently or hereafter employed by that party, irrespective of the operations of protocol in place, and said party will have the sole responsibility for the payment of Worker's Compensation benefits or other fringe benefits of said employees.

14.0 NOTICE

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:

County:

Director
Pima County Community Services
2797 E. Ajo Way
Tucson, AZ 85713

City of South Tucson:

South Tucson Manager
City of South Tucson
1601 S. 6th Avenue
Tucson, AZ 85713

15.0 BOOKS AND RECORDS

- 15.1 South Tucson 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.
- 15.2 South Tucson will retain all records relating to this agreement at least five (5) years after South Tucson submits its single or last expenditure report or until completion of any action and resolution of all issues which arise from any related litigation, claim, negotiations, audit or other action involving the records that was started before the expiration of the 5-year period, whichever is later.

16.0 DISPOSAL OF PROPERTY

- 16.1 Upon the termination of this Agreement, all property involved will revert back to the owner.
- 16.2 Termination of this Agreement will not relieve any party from liabilities or costs already incurred under this Agreement, nor affect any ownership of property pursuant to this Agreement.

17.0 ELIGIBILITY FOR PUBLIC BENEFITS

South Tucson 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.

18.0 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.

19.0 NO JOINT VENTURE

It is not intended by this Agreement to, and nothing contained in this Agreement shall be construed to, create any partnership, joint venture or employment relationship between the parties or create any employer-employee relationship between South Tucson and any County employees, or between South Tucson and any County employees. Neither party shall be liable for any debts, accounts, obligations or other liabilities whatsoever of the other, including (without limitation) the other party's obligation to withhold Social Security and income taxes for itself or any of its employees.

20.0 NO THIRD PARTY BENEFICIARIES

Nothing in the provisions of this Agreement is intended to create duties or obligations to or rights in third parties not parties to this Agreement or affect the legal liability of either party to the Agreement by imposing any standard of care with respect to the maintenance of public facilities different from the standard of care imposed by law.

21.0 ENTIRE AGREEMENT

- 21.1 This document constitutes the entire agreement between the parties pertaining to the subject matter it addresses, and supersedes all prior or contemporaneous agreements and understandings, oral or written.

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21.2 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 agreements are unofficial information and in no way binding upon County.

THIS AGREEMENT MAY BE EXECUTED IN COUNTERPARTS, each of which, when taken together, will constitute one original contract.

IN WITNESS THEREOF, the parties execute this Agreement:

PIMA COUNTY

CITY OF SOUTH TUCSON

Chairman, Board of Supervisors

Mayor

Date

Date

ATTEST

ATTEST

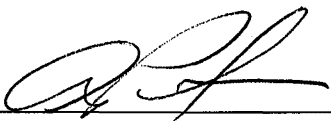
Clerk, Board of Supervisors

Town Clerk

Date

Date

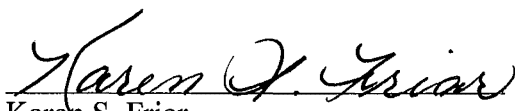
APPROVED AS TO CONTENT



Director
Community Services, Employment
& Training

APPROVED AS TO FORM

Pursuant to A.R.S. § 11-952(D), the attorneys for the parties have determined that the foregoing Agreement is in proper form and is within the powers and authority granted under the laws of this State to the parties.



Karen S. Friar
Deputy County Attorney, Pima County

City Attorney