



BOARD OF SUPERVISORS AGENDA ITEM REPORT
CONTRACTS / AWARDS / GRANTS

☐ Award ☒ Contract ☐ Grant

Requested Board Meeting Date: February 18, 2020 Addendum

* = Mandatory, information must be provided

or Procurement Director Award ☐

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

United Way of Tucson and Southern Arizona, Inc.

***Project Title/Description:**

Employees Care About Pima County (ECAP) 2020 Campaign.

The contract can found in OnBase by searching Contracts 19*401 in Doc_ID_AMS.

***Purpose:**

United Way assists in administering Pima County's ECAP campaign by providing employee education, ECAP trainings, and accounting and distribution services related to County employee-pledged contributions to charitable organizations.

The purpose of this amendment is to allow United Way to continue to provide ECAP campaign organization and implementation and fiscal administration to ensure the County employees' collected donations are distributed to the charitable organizations selected by Pima County employees. These organizations receive 100 percent of the employee ECAP donations. This amendment also updates contract language, changes the ECAP program name from Employee Combined Appeal Program to Employees Care About Pima County, and adds funds to extend Contractor services for one year.

Attachment: Contract Number CT-CED-19-401 (Amendment 01)

***Procurement Method:**

Pursuant to D 29.6.C., Direct Selection approved by the County Administrator

***Program Goals/Predicted Outcomes:**

United Way will provide the organization, publicity, associated informational services and fiscal administrative services for the ECAP 2020 Campaign. County employee-selected charitable agencies will receive employee donations through United Way's distribution of donations.

***Public Benefit:**

For 50 years, ECAP has played an important role in helping our community. Pima County residents will continue to receive much-needed assistance through County employee ECAP contributions that United Way distributes to employee-selected charitable organizations.

***Metrics Available to Measure Performance:**

Contractor will provide reports on the total amounts (dollars and count) and percentages of employee donations collected, charitable funds distributed and County departmental participation in the campaign.

***Retroactive:**

Yes, ECAP campaign pledge deadline was late December 2019 to increase employee participation and pledge totals were available in January 2020, resulting in this contract amendment being retroactive to December 31, 2019. Staff and attorneys completed the amendment for review, signatures and placement on the next available Board of Supervisors' meeting agenda.

Revised 9/2019

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Procure Dept 02/06/20 PM03:52

To: CoB- 2-7-20

Ver. 4

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(2)

Addendum

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**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 22-10.***Amendment / Revised Award Information**Document Type: CT Department Code: CED Contract Number (i.e.,15-123): 19-401Amendment No.: 01 AMS Version No.: 4Effective Date: 12/31/2019 New Termination Date: 12/31/2020

Prior Contract No. (Synergen/CMS): _____

☒ Expense or ☐ Revenue ☒ Increase ☐ Decrease Amount This Amendment: \$ 47,978.70Is there revenue included? ☐ Yes ☒ No If Yes \$ _____***Funding Source(s) required:** General Fund - Community & Economic Development AdministrationFunding from General Fund? ☒ Yes ☐ No If Yes \$ 47,978.70 % 100**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: Lisa Matthews for Jan LesharDepartment: County Administration Telephone: 724-4425

Department Director Signature/Date: _____

Deputy County Administrator Signature/Date: [Signature] 1/6/2020County Administrator Signature/Date: C. Decker 2/6/2020
(Required for Board Agenda/Addendum Items)

Pima County Department of Community and Economic Development Administration

Project: EMPLOYEES CARE ABOUT PIMA COUNTY (ECAP) 2020 CAMPAIGN

Contractor: UNITED WAY OF TUCSON AND SOUTHERN ARIZONA, INC.
330 N. Commerce Park Loop, Suite 201
Tucson, Arizona 85754

Contract No.: CT-CED-19-401

Contract Amendment No.: One (1)

Original Contract Term:	01-01-2019 – 12-31-2019	Orig. Contract Amount:	\$47,992.50
Termination Date Prior Amendment	N/A	Prior Amendment Amount	-0-
Termination Date This Amendment	12-31-2020	Amount This Amendment:	\$47,978.70
		Revised Contract Amount:	\$95,971.20

PROFESSIONAL SERVICES CONTRACT AMENDMENT NO. ONE

1. Background and Purpose.

- 1.1. Background. On June 18, 2019, Pima County (“County”) executed the above-referenced Contract with United Way of Tucson and Southern Arizona, Inc. (“Contractor”) to administer the annual Employee Combined Appeal Program (ECAP Campaign).
- 1.2. On July 10, 2019, the ECAP Committee voted and approved the program name change from “Employee Combined Appeal Program” to “Employees Care About Pima County.”
- 1.3. Purpose. County requires additional organization, publicity, associated information services and fiscal administrative services for the 2020 Defined Contribution Period.
- 1.4. County has reviewed Contractor’s performance and finds it satisfactory.
- 1.5. County and Contractor agree to increase the contract amount to allow payment for the continued provision of assistance with the 2020 Employees Care About Pima County (“ECAP”) Program during the extended term of the Contract.

2. Glossary of Program Terms – Section 2, is amended as follows:

- 2.1. The following definition is added:

Cash contributions will mean cash, credit card charges, and checks.

- 2.2. The following definition is changed:

ECAP will mean Employees care About Pima County.

- 2.3. The following definitions are amended:

- 2.3.1. **ECAP Campaign** is amended to add:

The second term of this contract, the **2020 ECAP Campaign** is FY 2020–2021=July 1, 2020 through June 30, 2021.

- 2.3.2. **Defined Contribution Period** is amended to add:

The 2020 Defined Contribution Period is January 1, 2020 through December 31, 2020.

3. **Term – Section 3.** County exercises the first (1st) of four (4) available extension options. The Contract will terminate on **December 31, 2020**.
4. **Scope of Work – Section 4.** is amended as follows:
- 4.1. **Paragraph 4.2.6**, the table is deleted and replaced with the following:

Report	Contents	Dates Covered	Date Due
Quarterly	Distributions for each calendar quarter and year-to-date distributions, including the names of the charitable organizations, the amounts received by each organization, the investment earning received by Contractor and expenses incurred by Contractor	Jan. 1 - March 31; April 1 - June 30; July 1 - Sept 30; and Oct. 1 - Dec. 31 of Contract Year	Thirty (30) days from the end of the quarter
	A reconciliation of the Pima County ECAP account including distributions to the United Way Collective Impact Account.		
Mid-Year	Total amount of donations received by Contractor from <u>all sources</u> , including County	January 1 through June 30 of Contract Year	July 30 of the Contract Year
	Total amount distributed by Contract to agencies within Pima County		
Year-End	Total amount distributed by Contract to agencies within Pima County	January 1 through December 30 of Contract Year	January 30 of the year following the Contract Year
	Details of each employees payroll deductions and contributions for the Defined Contribution Period		

- 4.2. **Fiscal Administration**, **paragraph 4.3** is deleted in its entirety and replaced with the following:

4.3. Fiscal Administration. For the applicable **Defined Contribution Period**, Contractor will:

- 4.3.1. Establish and permanently maintain an electronic system that accurately records and tracks both the name of the charitable organization(s) and the amount of the contribution(s) designated by each employee.
- 4.3.2. Establish a bank account for Pima County ECAP cash contributions and employee payroll deductions that is separate and segregated from any other United Way transactions (“the Pima County ECAP Account”) and:
- 4.3.2.1. Deposit all payroll and cash donations received from County into the Pima County ECAP Account.
- 4.3.2.2. Pay all bank and check fees associated with the Pima County ECAP Account.
- 4.3.3. Within 15 days from the end of each calendar quarter, distribute the funds donated to the charitable organizations as designated by each employee.
- 4.3.4. Contact Pima County ECAP Committee Chair at the e-mail address or phone number provided by County and, with the Chair’s assistance, contact the impacted employee when Contractor becomes aware of any discrepancies with the employee’s donations or distributions.
- 4.3.5. Upon receipt of a verified request by an individual County employee, provide that employee with an accounting of his or her deductions and contributions.

5. **Compensation and Payment – Section 6** is amended as follows:

5.1. **Paragraph 6.1.2** is deleted in its entirety and replaced with the following:

Fifteen-percent (15%) of the County employee ECAP payroll deductions actually collected and distributed.

5.2. **Paragraph 6.2.** The table is deleted and replaced with the following:

Contract Year/Contract Term	Estimated Payment to Contractor
January 1 – December 31, 2019	\$47,992.50
January 1 – December 31, 2020	\$47,978.70

5.3. Periodic Payments, **Paragraph 6.3** is deleted in its entirety and replaced with the following:

6.3. Periodic Payments. County will make payments to Contractor as follows:

6.3.1. First, Second and Third Payments. Within 30 days after receipt of the reports describing activities for the first three quarters of the applicable ECAP Campaign, fifteen percent (15%) of the County employee ECAP payroll deductions actually collected and distributed.

6.3.2. Final Payment. After Review and Reconciliation, and within 45 days after receipt of the final quarterly report and the annual reports:

6.3.2.1. Fifteen percent (15%) of the County employee ECAP payroll deductions actually collected and distributed during the Contract Year; **PLUS**

6.3.2.2. Reasonable bank and check fees for the fourth quarter of the Contract Year (LESS any interest earned by the Pima County ECAP Account during the quarter); **LESS**

6.3.2.3. Periodic payments made pursuant to paragraphs 6.3.1 above; **PROVIDED, HOWEVER;**

6.3.2.4. The total amount paid to Contractor shall not exceed the Estimated Payment set forth in paragraph 6.2 above.

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6. Israel Boycott Certification – Section 28 is added to read:

Pursuant to A.R.S. § 35-393.01, if Contractor engages in for-profit activity and has 10 or more employees, and if this Contract has a value of \$100,000.00 or more, Contractor certifies it is not currently engaged in, and agrees for the duration of this Contract to not engage in, a boycott of goods or services from Israel. This certification does not apply to a boycott prohibited by 50 U.S.C. § 4842 or a regulation issued pursuant to 50 U.S.C. § 4842.

The effective date of this Amendment is December 31, 2019.

All other provisions of the Contract not specifically changed by this Amendment remain in effect and are binding upon the parties.

PIMA COUNTY

Chairman, Board of Supervisors

Date

ATTEST:

Clerk of the Board

Date

APPROVED AS TO CONTENT:



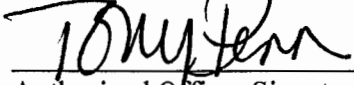
Jan Leshner
Chief Deputy County Administrator

APPROVED AS TO FORM:



Karen S. Friar, Deputy County Attorney

CONTRACTOR



Authorized Officer Signature

TONY PENN
PRESIDENT & CEO

Printed Name and Title

2/5/2020
Date

CB