

CONTRACT FOR HUMAN SERVICES

Town of Sahuarita, Arizona



Department: Town Manager
Agency: **Type full corporate name of Contractor (including dba)**
Project Name: Provision of Emergency Food Services
Project Number:
Contract Dates: Start: 8/22/2016 End: 8/21/2017
Contract Number:
Amount: \$42,000
Funding Source: General Fund

TOWN COUNCIL MEMBERS

Mayor Duane Blumberg
Vice Mayor Bill Bracco
Kara Egbert
Melissa L. Hicks
Gil Lusk
Tom Murphy
Lynne Skelton

TOWN MANAGEMENT

L. Kelly Udall, Town Manager

THIS CONTRACT is entered into between the Town of Sahuarita, Arizona, an Arizona municipal corporation (hereinafter "Town"), and **Type FULL name of Agency**, an Arizona Corporation, (hereinafter "Agency").

WITNESSETH

Whereas, the Sahuarita Town Council has determined that it is in the best interest of the community to help provide for certain basic human services, which are currently not provided by the Town government; and

Whereas, for reasons of efficiency, the most effective way to provide these services is by contracting with existing outside agencies, which already have experience in providing these services; and

Whereas, the Mayor and Council have determined that financial participation in the provision of emergency food services to residents of the Town facing emergency situations is a public purpose in that the activities confer benefits of a general character to a significant part of the public; and

Whereas, the parties wish to enter into a Contract for the Town to provide funds to the Agency for the provision of emergency food services to residents of the Town of Sahuarita, Arizona.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions hereinafter provided, it is agreed between the Town and the Agency as follows:

1 Effective Date; Term; Renewal.

- 1.1 This Contract shall commence on 8/22/2016 ("Effective Date"), and shall terminate on 8/21/2017 ("Termination Date").
- 1.2 Any modification or extension to this Contract shall be by formal written amendment executed by the parties hereto.

2 SCOPE OF SERVICES.

- 2.1 The Agency shall provide the services of emergency food services to residents of Sahuarita, Arizona as described in Exhibit 1 Agency Proposal.
- 2.2 The purpose of the Town of Sahuarita funding is to increase the number of residents of the Town that can be served by an agency, and not to replace other funding streams designated for assisting Town residents with emergency food services.

3 DISTRIBUTION OF FUNDS. Two separate, equal distributions of funds shall be made to the Agency by the Town as follows:

- 3.1 Within thirty days of the Effective Date of this Contract, the Agency shall submit to the Town, in a form acceptable to the Town, a request for payment in the amount of **Type out in words one-half the total amount of the total contract** Dollars (**\$Type the numeric number**).
- 3.2 Six months from the Effective Date of this Contract, the Agency shall submit to the Town, in a form acceptable to the Town, a request for payment of the second and final distribution in the amount of **Type out in words one-half the total amount of the contract** Dollars (**\$Type the numeric number**).
- 3.3 All payment requests must be received by the Town by the end of the Town's fiscal year. All contracted funds must be utilized by the Agency as specified by the Termination Date of this Contract. The Agency shall return all funds that were provided by the Town but not utilized by the Termination Date.
- 3.4 Any and all remaining balances will be retained by the Town and will be unavailable to the Agency.

4 PAYMENT WITHHELD. The Town reserves the right, in its sole and absolute discretion, to withhold payment of any amounts in the event that the Town determines that services are not being provided to the Town's residents in a manner acceptable to the Town. In the event that payment is withheld due to a deficiency in the method or manner of delivery of services, the Agency will

have 30 days to correct such deficiency. If, in the sole determination of the Town, the deficiency is remedied in a manner acceptable to the Town, payment may be issued at that time.

- 5 **RECORDS.** The Agency shall maintain and retain thorough records of all project business transactions and activities for at least four years from the end of the contract year in which the transactions, activities, and expenditures took place. It shall give the Town, through any authorized representatives, access to and the right to examine and copy all records, books, papers or documents relating to or arising from all Agency operations funded in whole or in part under the Contract, during the term of this Contract and for a period of four years following the termination of this Contract.
- 6 **REPORTS.** The Agency shall provide the Town with bi-annual written Performance Measurement Reports due on or prior to the 15th of January and June, during the term of this contract, as well as a final Performance Measurement Report 30 days after the contract has terminated. The Performance Measurement Report Template for the Agency is shown in Exhibit C and is subject to change by the Town with the Agency's input. In addition to the performance measures in Exhibit C, the Agency may also provide a report of agency observations or client successes.
- 7 **MONITORING.** The Town shall have the authority to monitor Agency to ensure compliance with applicable federal, state and local requirements and achievement of program performance goals, and the Agency shall take all reasonable measures and efforts to cooperate with the Town its efforts to monitor contract compliance and service delivery.
- 8 **INFORMATION.** Subject to such rules, regulations and restrictions of confidentiality that may apply by law to the parties and their personnel and clients, the Town shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data, materials or other information prepared under or in conjunction with this Contract.
- 9 **AUDIT.** The Agency shall provide the Town with a copy of any financial audit of the subject program, or portion thereof. This provision shall survive the termination of this Contract.
- 10 **CONFLICT OF INTEREST.** This Contract is subject to the provisions of A.R.S. § 38-511, which provides in pertinent part:

The state, its political subdivisions or any department of either may, within three years after its execution, cancel any contract, without penalty or further obligation, made by the state, its political subdivisions, or any of the departments or agencies of either if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the state, its political subdivisions or any of the departments or agencies of either is, at any time, while the contract or any extension of the contract is in effect, an employee or agent of any other party to the contract in any capacity or a consultant to any other party to the contract with respect to the subject matter of the contract.

The Agency shall establish safeguards to prohibit its employees, board members, advisors and agents from using their positions for any purposes that are or give the appearance of being, motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business or other ties. Said safeguards should be substantially designed and executed to prevent actual violations of applicable conflicts of interest laws. The Agency shall disclose in writing to the Town any conflict of interest or potential conflict of interest described above, immediately upon discovery of such.
- 11 **INDEPENDENT CONTRACTOR.** For the purpose of this Contract, it is understood that the parties are independent contractors and no employee or agent of one is, for any purpose of this Contract, an employee or agent of the other. Nothing contained herein, or any of the obligations of the parties hereunder, shall in any manner inure to the benefit of third parties, unless otherwise agreed to in writing by authorized officers of the parties.
- 12 **INDEMNIFICATION.** The Agency agrees and covenants to hold the Town harmless, indemnify and defend it and its officers and agents of and from any and all claims of loss, damages, death or injury sustained by any person or damage to any property and all expenses, including reasonable attorney's fees incurred or thereby arising from the performance of the Agency's principals, staff, agents, contractors, subcontractors or employees under the provisions of this Contract.

- 13 **INSURANCE.** Agency agrees to obtain insurance coverage of the types, terms and amounts required in Exhibit "A" to this Contract, and keep such insurance coverage in force throughout the life of this Contract. If a certificate of insurance is submitted as verification of coverage as required in Exhibit "A," the Town shall reasonably rely upon the certificate of insurance as evidence of coverage, but such acceptance and reliance shall not waive or alter in any way the insurance requirements or obligations of this Contract. If any of the required policies expire during the life of this Contract, it shall be Agency's responsibility to forward renewal certificates within ten days after the renewal date containing all the aforementioned insurance provisions. This Contract shall be of no force or effect until a copy of an appropriate and sufficient subject insurance policy or certificate thereof is delivered to the Town.
- 14 **INCORPORATED BY REFERENCE.** The Human Services Provider Request for Qualifications & Proposal for Emergency Food Services for Residents in the Town of Sahuarita, Arizona and Proposal in response thereto submitted by the Agency, are hereby incorporated herein by this reference.
- 15 **TERMINATION.** Town may terminate this Contract at any time by giving written notice to Agency of such termination and specifying the effective date thereof, at least fifteen (15) days before the effective date of such termination. In the event the Town terminates this Contract due to the Agency's failure to cure any default, breach or violation as provided herein above or due to the Agency's breach or violation of any covenant, Contract or assurance herein, the Town may, at its option, make written demand for repayment of, and the Agency shall immediately upon receipt of such written demand of the Town, repay all sums received by the Agency from the Town under this Contract, plus interest thereon at the legal rate plus all expenses incurred by the Town, including reasonable attorney's fees incurred in recovering said sums.
- 16 **OFFSETTING CLAIM.** Notwithstanding any provision appearing to the contrary, the Agency shall not be relieved of liability to the Town for damages sustained by the Town by virtue of any breach of this Contract by the Agency, its officers, agents, managers or employees. The Town may withhold payment of funding to the Agency for the purpose of an offsetting claim, until such time as the full amount of damage incurred by the Town which is then due from the Agency is determined and paid.
- 17 **INTEGRATED DOCUMENT.** This Contract, and the following referenced and/or attached Exhibits including attachments and references thereto, embody the entire Contract between the Town and the Agency for the scope of services and their terms and conditions: Human Services Provider Request for Qualifications & Proposal for Emergency Food Services for Residents in the Town of Sahuarita, Arizona and all exhibits thereto, and the Agency's response thereto. No verbal contracts or conversation with any officer, agent or employee of the Town prior to or after the execution of this Contract shall affect or modify any of the terms or obligations contained in any documents comprising this Contract. Any such verbal contract shall be considered as unofficial information and in no way binding upon the Town.
- 18 **NON-ASSIGNABILITY.** The Agency shall not assign any rights, obligations or other interests in this Contract, and shall not transfer any interest in this Contract, without prior written consent of the Town thereto.
- 19 **SUCCESSORS.** The Agency covenants that the provisions of this Contract shall be binding upon its heirs, successors, subcontractors, representatives and agents.
- 20 **NON-DISCRIMINATION.** The Parties agree to comply with all provisions and requirements of Arizona Executive Order 2009-09 including flow down of all provisions and requirements to any subcontractors. Executive Order 2009-09 supersedes Executive Order 99-4 and amends Executive Order 75-5 and may be viewed and downloaded at the Governor of the State of Arizona's website <http://azmemory.azlibrary.gov/cdm/ref/collection/execorders/id/680> which is hereby incorporated into this Agreement as if set forth in full herein. During the performance of this Agreement, the Parties shall 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.

21 **COMPLIANCE WITH FEDERAL AND STATE LAWS.** The Agency shall comply with all applicable federal, state, and local laws, rules, regulations, standards and Executive Orders, without limitation to those designated within this Contract.

21.1 The Agency understands and acknowledges the applicability to it of the American with Disabilities Act, the Immigration Reform and Control Act of 1986 and the Drug Free Workplace Act of 1988. The following is only applicable to construction contracts: The Contractor must also comply with A.R.S. § 34-301, "Employment of Aliens on Public Works Prohibited", and A.R.S. § 34-302, as amended, "Residence Requirements for Employees".

21.2 Under the provisions of A.R.S. §41-4401, Agency hereby warrants to the Town that the Agency and each of its subcontractors ("Subcontractors") will comply with, and are contractually obligated to comply with, all Federal Immigration laws and regulations that relate to their employees and A.R.S. §23-214(A) (hereinafter "Agency Immigration Warranty").

A breach of the Agency Immigration Warranty shall constitute a material breach of this Contract and shall subject the Agency to penalties up to and including termination of this Contract at the sole discretion of the Town.

The Town retains the legal right to inspect the papers of any Agency or Subcontractor employee who works on this Contract to ensure that the Agency or Subcontractor is complying with the Agency Immigration Warranty. Agency agrees to assist the Town in regard to any such inspections.

The Town may, at its sole discretion, conduct random verification of the employment records of the Agency and any subcontractor to ensure compliance with Agency's Immigration Warranty. Agency agrees to assist the Town in regard to any random verification performed.

Neither the Agency nor any Subcontractor shall be deemed to have materially breached the Agency Immigration Warranty if the Agency or Subcontractor establishes that it has complied with the employment verification provisions prescribed by sections 274A and 274B of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A.R.S. §23-214, Subsection A.

The provisions of this Article must be included in any contract the Agency enters into with any and all of its subcontractors who provide services under this Contract or any subcontract. "Services" are defined as furnishing labor, time or effort in the State of Arizona by a contractor or subcontractor. Services include construction or maintenance of any structure, building or transportation facility or improvement to real property.

22 **NOTICES.** Any notice required or permitted to be given under this Contract shall be in writing and shall be served by delivery or by certified mail upon the other party as provided in Exhibit "B" to this Contract.

23 **NON-APPROPRIATION OF FUNDS.** Notwithstanding any other provision in this Contract, this Contract may be terminated if for any reason the Sahuarita Town Council does not appropriate sufficient monies for the purpose of maintaining this Contract. In the event of such termination, Town shall have no further obligation to Agency, other than for services rendered prior to termination.

24 **APPLICABLE LAW.** This Contract shall be governed by the law of the State of Arizona, and suits pertaining to this Contract shall be brought only in Pima County, State of Arizona.

25 **ENTIRE CONTRACT.** This document constitutes the entire Contract between the parties and shall not be modified, amended, altered or changed except through a written amendment signed by the parties.

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

TOWN OF SAHUARITA, ARIZONA

Duane Blumberg
Mayor

Date: _____

TOWN OF SAHUARITA, ARIZONA

L. Kelly Udall, Town Manager

APPROVED AS TO FORM:

Daniel J. Hochuli, Town Attorney

Federal Tax ID Number: 86-0777111

D-U-N-S Number: 963704101

ATTEST:

Lisa Cole, CMC, Town Clerk

AGENCY

Name:
Title:

Date: _____

Federal Tax ID Number: _____

D-U-N-S Number: _____

EXHIBIT A
INSURANCE REQUIREMENTS

COVERAGE AFFORDED

LIMITS OF LIABILITY

Worker's Compensation

Statutory

Commercial General
Liability Insurance
Including:

\$1,000,000 - Bodily Injury
Combined Single Limit
\$100,000 Property Damage

- A. Products & Completed Operations
- B. Blanket Contractual
- C. Premises-Operations-Personal Injury

The following Automobile Liability Insurance coverage will also be required for all professional services contracts which require automobile travel by Agency.

Comprehensive Automobile Liability
Insurance including: non-owned, and
Hired vehicles

\$1,000,000 - Bodily Injury
Combined Single Limit
\$100,000 Property Damage

SPECIAL CONDITIONS:

1. THE TOWN OF SAHUARITA WILL BE ADDED AS ADDITIONAL INSURED UNDER THE COMMERCIAL GENERAL LIABILITY AND COMPREHENSIVE AUTOMOBILE LIABILITY POLICIES.
2. Policies will not be cancelled or reduced in coverage without ten (10) days written notice to the Town.
3. Deductibles will be stated on the certificate of insurance and are subject to the review and approval of the Town.
4. Agency shall provide Town with proof of compliance with the insurance provisions and requirements within ten (10) days of the date this Contract is executed by all parties by providing a current certificate of insurance and the associated endorsement to the policy. Failure of Agency to comply with the insurance requirements at any time shall result in a breach of this Contract, and shall, among other things, allow immediate termination of this Contract.
5. Agencies performing any portion of a Project that shall acquire funding from the Regional Transportation Authority (RTA) shall name the RTA as additional insured and additional indemnitee. The RTA shall be identified as an additional insured with respect to insurance policies for general liability, automobile liability and defects in design. Agency is also required to name the RTA as an additional beneficiary in any performance and payment related assurances posted for the Project.

EXHIBIT B
LEGAL NOTICES

<p><u>TOWN:</u></p> <p>L. Kelly Udall, Town Manager Town of Sahuarita 375 W. Sahuarita Center Way Sahuarita, Arizona 85629</p> <p><u>with a copy to:</u></p> <p>Daniel J. Hochuli, Town Attorney Town of Sahuarita 375 W. Sahuarita Center Way Sahuarita, Arizona 85629</p>	<p><u>AGENCY:</u></p> <p>Name, Title of Agency Company Name of Agency Address of Agency City, State Zip</p> <p><u>With a copy to:</u></p> <p>IF NEEDED Insert Agency Copy Info Here IF NOT, type "NONE"</p>
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EXHIBIT C
PERFORMANCE MEASURES