Synergen No.
Pima County Contract No. 07-69-C-142818-1209
Effective Date: 12-1-09
Term Date: 6-30-2010
Cost: 7,200.-
Revenue: -
Total: 7,200.- NTE: 7,200.-
Action
Renewal By: 4-1-2010
Term: 6-30-2010
Reviewed By: VL

BOARD OF SUPERVISORS AGENDA ITEM SUMMARY

Requested Board Meeting Date: March 16, 2010 – ADDENDUM

ITEM SUMMARY, JUSTIFICATION &/or SPECIAL CONSIDERATIONS:

Pima County Community Services receives Federal, State, and local grant funds to support workforce development services in Pima County. Community Renewal to provide technical assistance in Restorative Justice planning and facilitation services to support workforce development services in Pima County.

CONTRACT NUMBER (If applicable):

STAFF RECOMMENDATION(S):

Approval by the Board of Supervisors.

CORPORATE HEADQUARTERS:

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MAR 11 '10 PM 01:34 PC CLK OF BD

Procure Dept 03/11/10 PM 02:47

To: CHH - 3-11-10
COB - 3-11-10
Agenda 3-16-10
Addendum
(2)

CLERK OF BOARD USE ONLY: BOS MTG. _____

ITEM NO. _____

PIMA COUNTY COST: $7,200.00
and/or REVENUE TO PIMA COUNTY: $_____

FUNDING SOURCE(S): Youth Employment and Re-Entry Network (YEARN) grant funds
(i.e. General Fund, State Grant Fund, Federal Fund, Stadium D. Fund, etc.)

Advertised Public Hearing:

		YES	***X***	***NO***

Board of Supervisors District:

1		*2*		*3*		*4*		*5*		*All*	

IMPACT:

IF APPROVED:

Contractor will be able to assist Pima County with Restorative Justice planning and facilitation services to support workforce development services in Pima County.

IF DENIED:

Pima County will not be able to assist Pima County with Restorative Justice planning and facilitation services to support workforce development services in Pima County which may affect the quality services provided to participants of the One-Stop.

DEPARTMENT NAME: *COMMUNITY SERVICES*

CONTACT PERSON: *Ana Basurto* *TELEPHONE NO.:* *14-6764*

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CONTRACT

NO. 07-69-C-142818-1209

AMENDMENT NO. _____

This number must appear on all invoices, correspondence and documents pertaining to this contract.

PIMA COUNTY COMMUNITY SERVICES, EMPLOYMENT AND TRAINING DEPARTMENT PROFESSIONAL SERVICES CONTRACT

Project: Technical Assistance for YEARN Program

Contractor: Community Renewal
Randy Reynolds
631 N. 2nd Avenue
Tucson, AZ 85705

Purpose: Provide technical assistance in Restorative Justice planning and facilitation.

Funding: U.S. Department of Labor - YEARN Grant

Contract Term: December 1, 2009 – June 30, 2010

Contract Amount: $7,200.00

This Contract entered between Pima County, a body politic and corporate of the State of Arizona, ("County") and Community Renewal ("Contractor").

WHEREAS, County receives funds from federal, state and local sources to operate the One Stop Career Center System local workforce program; and

WHEREAS, pursuant to A.R.S. § 11-254.04, County may appropriate and spend public monies for and in connection with activities that the County Board of Supervisors finds and determines will assist in the creation or retention of jobs or will otherwise improve or enhance the economic welfare of the County inhabitants; and

WHEREAS, the U.S. Department of Labor (DOL) created and funded a Youth Employment and Re-entry Network (YEARN) planning grant to create support services for juvenile and young adult offenders returning from correctional facilities; and

WHEREAS, County finds that the provision of such services is in the best interest of the residents of the County and therefore, requires the services of a Contractor qualified to provide technical assistance grant writing, planning, and facilitation; and

WHEREAS, pursuant to Contractor's response to County's Request for Proposals for Youth Employment And Re-Entry Network (YEARN) consultants (CSET-10-26-09-YEARN), Contractor's expertise was determined to be advantageous to County;

NOW, THEREFORE, the parties agree to enter into this Contract, consisting of this document and any attachments, which are fully incorporated by reference, as follows:

ARTICLE I – TERM/EXTENSION

A. This Contract, as awarded by County, shall commence on December 1, 2009, and shall terminate on June 30, 2010, unless sooner terminated or further extended pursuant to the provisions of this Contract. The County shall have the option to renew this Contract for up to four (4) 12-month periods or any portion thereof.

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B. Any modification or extension of the contract termination date shall be by formal written amendment executed by the parties hereto.

C. Amendments to the Contract must be approved by the County, as required by the Pima County Procurement Code, before any services under the amendment commences.

ARTICLE II – SCOPE OF SERVICES

A. This Contract establishes the agreement under which Contractor will provide County with services in accordance with this Contract and the attached **Exhibit A** and the provisions set forth below.

B. Contractor shall employ suitably trained and skilled personnel to perform all services under this Contract.

C. Contractor shall perform its duties under this Contract in a humane and respectful manner and in accordance with any applicable professional standards. Contractor shall obtain and maintain all applicable licenses, permits and authority required for its performance under this Contract.

D. Unless otherwise provided for, the personnel delivering Contract services shall be employees or volunteers of the Contractor and shall satisfy any qualifications and carry out any duties set forth in this Contract and shall be covered by personnel policies and practices of Contractor.

E. Contractor's employees shall not be considered officers, employees or agents of the County. Contractor certifies that no individual or agent has been employed or retained to solicit or secure this Contract for commission, percentage, brokerage or contingent fee except a bona fide employee maintained by the Contractor to secure business.

F. County may require Contractor to attend meetings. Contractor shall ensure the attendance of persons performing services under this Contract when the County provides reasonable notice of such meetings.

G. No program funded under this Contract shall impair existing contracts for services or collective bargaining agreements or be inconsistent with the terms of a collective bargaining agreement without the written concurrence of the labor organization and employer concerned.

ARTICLE III - COMPENSATION AND PAYMENT

A. **In consideration for the goods and services specified in this Contract, County agrees to pay Contractor in an amount not to exceed $7,200.00.** Costs for services will be as set forth in **Exhibit A**.

B. Funding is from United States Department of Labor (DOL) – YEARN Grant.

C. It is the intention of both parties that costs shall remain firm during the term of the contract. Price increases shall only be considered in conjunction with a renewal of the Contract. In the event that economic conditions are such that unit price increases are desired by the Contractor upon renewal of the Contract, Contractor shall submit a written request to County with supporting documents justifying such increases at least 90 days prior to the termination date of the Contract. It is agreed that the Unit Prices shall include compensation for the Contractor to implement and actively conduct cost and price control activities. County will review the proposed pricing and determine if it is in the best interest of County to renew or extend the Contract as provided for in Article I – Term/Extension of this Contract.

D. Request for payments must be submitted to the County are due by the 5th working day of each month for the previous month of services on invoices approved and signed by an authorized representative of the Contractor. Invoices must be:

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1. For services and costs as identified in Exhibit A and must reference this contract number.
2. Supportable by documentation which Contractor shall provide to County upon request.
3. Verifiable by County representative.
4. Only for a properly enrolled, eligible, and documented One Stop participant(s). (County shall determine the eligibility of each program participant.)
5. Only for authorized expenses which are not paid or reimbursed by another Federal or grant revenue source. Contractor shall report to the County all other fiscal resources applied to expenses incurred in providing services under this Contract.

E. Changes between budget line items totaling:
1. LESS than 15% of the total budget amount may be granted by and at the sole discretion of the County Director or designee of Community Services, Employment and Training (CSET) Department (Dept.) following Contractor's submission of a written request provided that:
   a. Any proposed increase is offset by a decrease of equal value to the remaining line items; and
   b. There is no increase to the operating budget; and
   c. The change shall only become effective when approved and is effective on the date of the written authorization provided by the Director or designee of CSET Dept.
2. MORE than 15% of the total budget requires a contract amendment.

F. For payments to be issued to Contractor, Contractor must:
1. Complete and submit a W-9 Taxpayer Identification Number form (http://www.irs.gov/pub/irs-pdf/fw9.pdf),
2. Register as a Pima County Vendor (https://secure.pima.gov/procurement/vramp/login.aspx), and
3. Fully execute a Contract with Pima County.

G. Payment by County will generally occur ten (10) days from the date the submission is received by the Pima County Finance Department. Contractor should budget their cash needs accordingly.

H. County may advance funds allocated under this Contract only if the Director or designee of the CSET Dept. finds that the advance is justified by extraordinary circumstances. Contractor's report of cumulative and projected expenditures and earnings in performance of this Contract, which must be verified by County staff, shall accompany and support Contractor's advance request. Advance payments are a debt of the Contractor to County. County shall not pay for activities and expenditures billed by Contractor under this Contract until the total amount payable by County exceeds the amount of outstanding advance payments. Unless, within thirty days after an advance payment, activities and expenditures billed by Contractor and payable by County under this Contract equal or exceed the amount of the advance payment, Contractor shall immediately repay the difference to County.

I. Within 30 days of a request from County, Contractor shall submit to the County the portion of any payment, which exceeds the amount owed under this Contract, except as provided in paragraph H above.

J. Disallowed Charges or Cost principles shall be as follows:
1. The cost principle set forth in the Code of Federal Regulations (CFR), Title 48, Chapter 1, Part 31.201-6(e), (October 1, 1991), as modified by amendments and additions, on file with the Secretary of State and incorporated herein by reference, shall be used to determine the allowability of incurred costs for the purpose of reimbursing costs under

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Contract provisions which provide for the reimbursements of costs. Those costs which are specifically defined as unallowable therein will not be submitted for reimbursement by the Contractor and may not be reimbursed with Department funds.

2. Contractor shall 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.

K. For the period of record retention required under **Article XXI – Books and Records,** County reserves the right to question any payment made under this Article and to require reimbursement therefore by setoff or otherwise for payments determined to be improper or contrary to the Contract or law.

ARTICLE IV- INSURANCE

Contractor shall obtain and maintain at its own expense, during the entire term of this Contract the following type(s) and amounts of insurance:

A. Commercial General Liability in the amount of $1,000,000.00 **(if State of Arizona and/or Department of Economic Security grant funding $2,000,000 required)** combined single limit Bodily Injury and Property Damage. Pima County is to be named as an additional insured for all operations performed within the scope of the Contract between Pima County and Contractor;

B. 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;

C. If this Contract involves professional services, professional liability insurance in the amount of $1,000,000.00; and,

D. If required by law, workers' compensation coverage including employees' liability coverage.

Prior to performing any Work or receiving any payment pursuant to this Contract, Pima County CSET Dept. must have current Certificates of Insurance. All Certificates of Insurance must provide for a guaranteed thirty (30) days written notice of cancellation, non-renewal or material change.

ARTICLE V – INDEMNIFICATION

A. Contractor shall indemnify, defend, and hold harmless County, its officers, employees and agents from and against any and all suits, actions, legal administrative proceedings, claims or demands and costs attendant thereto, arising out of any act, omission, fault or negligence by the Contractor, its agents, employees or anyone under its direction or control or on its behalf in connection with performance of this Contract.

B. Contractor warrants that all products and services provided under this Contract are non-infringing. Contractor will indemnify, defend and hold Indemnitees harmless from any claim of infringement arising from services provided under this Contract or from the provision, license, transfer or use for their intended purpose of any products provided under this Contract.

ARTICLE VI – COMPLIANCE WITH LAWS

A. Contractor shall comply with all federal, state, and local laws, rules, regulations, standards and Executive Orders, without limitation to those designated within this Contract. The laws and regulations of the State of Arizona shall govern the rights of the parties, the performance of this Contract, and any disputes hereunder. Any action relating to this

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Contract shall 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 Contract shall apply, but do not require an amendment.

B. In addition, as evidenced by the signature (initials) of Contractor's authorized representative in the space provided below, Contractor certifies that, in carrying out its obligations pursuant to this Contract, it shall comply with applicable laws, regulations, requirements and special provisions as follow:

Initials Required	Requirements
	U. S. Department of Labor, Federal Register/Vol. 73, No. 222, Nov. 17, 2008, "Local Youth Offender Planning Grant, State/Local Juvenile Offender Implementation Grants, and an Intermediary Juvenile Reentry Grant."
	29 CFR Part 95, Uniform Administrative Requirements for Institutions of Higher Education, Hospitals, and other Non-Profit Organizations
	Workforce Investment Act, Administrative Regulations, 20 CFR Part 667.200
N/A	Child labor laws, including, but not limited to A.R.S. § 23-230 *et seq*, to the extent that such provisions are applicable due to statute, case law, County contract or other legal authority.
N/A	Fingerprinting, including but not limited to A.R.S. § 46-141, to the extent that such provisions are applicable due to statute, case law, County contract or other legal authority.
	Contractor certifies that no funds provided pursuant to this Contract shall be used for any partisan or non-partisan political activity or to further the election or defeat of any candidate for public office. No funds provided pursuant to this Contract shall be used to transport voters or prospective voters to and from the polls or render similar assistance in connection with any such election or any voter registration activity.
	OMB Circular A-122, Cost Principles for Non-Profit Organizations
N/A	Arizona Department of Economic Security Special Terms and Conditions
N/A	29 CFR Part 97, Uniform Administrative Requirements for State/local Governments and Indian Tribes
N/A	OMB Circular A-87, Cost Principles for State/Local Governments and Indian Tribes
N/A	OMB Circular A-21, Cost Principles for Institutions of Higher Education
N/A	HUD Regulations 24 CFR Part 583, Supportive Housing Program

ARTICLE VII – INDEPENDENT CONTRACTOR

The status of Contractor shall be that of an independent contractor. Neither, Contractor nor Contractor's officer agents, or employees shall be considered an employee of Pima County or be entitled to receive any employment-related fringe benefits under the Pima County Merit System. Contractor shall be responsible for payment of all federal, state and local taxes associated with the compensation received pursuant to this Contract and shall indemnify and hold County harmless from any and all liability which County may incur because of Contractor's failure to pay such taxes. Contractor shall be solely responsible for its program development, operation, and performance.

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ARTICLE VIII – SUBCONTRACTOR

Contractor 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 Contractor is responsible for the acts and omissions of persons directly employed by it. Nothing in this contract shall 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.

ARTICLE IX - ASSIGNMENT

Contractor shall not assign its rights to this Contract in whole or in part, without prior written approval of the County. Approval may be withheld at the sole discretion of the County, provided that such approval shall not be unreasonably withheld.

ARTICLE X - NON-DISCRIMINATION

Contractor shall not discriminate against any County employee, client or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin in the course of carrying out Contractor's duties pursuant to this Contract. Contractor shall comply with the provisions of Executive Orders 2009-09, as amended by Executive Order 2009-09, and all applicable federal and state laws, as currently amended, which are incorporated into this Contract by reference as if set forth in full herein.

ARTICLE XI – AMERICANS WITH DISABILITIES ACT

Contractor shall 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 Contractor is carrying out a government program or services on behalf of County, then Contractor shall 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 Contract.

ARTICLE XII – AUTHORITY TO CONTRACT

Contractor warrants its right and power to enter into this Contract. If any court or administrative agency determines that County does not have authority to enter into this Contract, County shall not be liable to Contractor or any third party by reason of such determination or by reason of this Contract.

ARTICLE XIII - FULL AND COMPLETE PERFORMANCE

The failure of either party to insist on one or more instances upon the full and complete performance with any of the terms or conditions of this Contract to be performed on the part of the other, or to take any action permitted as a result thereof, shall 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 shall not be construed as an accord and satisfaction.

ARTICLE XIV - CANCELLATION FOR CONFLICT OF INTEREST

This Contract is subject to cancellation for conflict of interest pursuant to ARS § 38-511 the pertinent provisions of which are incorporated into this Contract by reference. In addition, Contractor agrees to comply with all applicable conflict of interest provisions contained in Federal and State laws and regulations that govern specific funding sources identified in the contract, including, but not limited to, those governing nepotism.

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ARTICLE XV – TERMINATION/SUSPENSION

A. Termination for Convenience: County reserves the right to terminate this Contract at any time and without cause by serving upon Contractor thirty (30) days advance written notice of such intent to terminate. In the event of such termination, the County's only obligation to Contractor shall be payment for services rendered prior to the date of termination.

B. Insufficient Funds: Notwithstanding Paragraph A above, if any state or federal grant monies used to pay for performance under this Contract are either reduced or withdrawn, County shall have the right to either reduce the services to be provided and the total dollar amount payable under this Contract or terminate the Contract. 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 shall not be liable to Contractor for more than the reduced amount. In the event of a termination under this paragraph, County's only obligation to Contractor shall be payment for services rendered prior to the date of termination to the extent that grant funds are available.

C. Termination for Cause: This Contract may be terminated at any time without advance notice and without further obligation to the County when the Contractor is found by County to be in default of any provision of this Contract.

D. Non-Appropriation: Notwithstanding any other provision in this Contract, this Contract 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 Contract. In the event of such termination, County shall have no further obligation to Contractor, other than for services rendered prior to termination.

E. Suspension: County reserves the right to suspend Contractor's performance and payments under this Contract immediately upon notice delivered to contractor's designated agent in order to investigate Contractor's activities and compliance with this Contract. In the event of an investigation by County, Contractor shall cooperate fully and provide all requested information and documentation. At the conclusion of the investigation, or within forty-five (45) days, whichever is sooner, Contractor will be notified in writing that the contract will be immediately terminated or that performance may be resumed.

ARTICLE XVI – NOTICE

A. Contractor shall give written notice of any change of corporate or entity status as promptly as possible and, in any event, within fifteen 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.

B. 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 follows:

County:	**Contractor**:
Arthur Eckstrom, Director	Community Renewal
Pima County Community Services	Randy Reynolds
2797 E. Ajo Way	631 N. 2nd Avenue
Tucson, AZ 85713	Tucson, AZ 85705

ARTICLE XVII - NON-EXCLUSIVE CONTRACT

Contractor understands that this Contract is nonexclusive and is for the sole convenience of County. County reserves the right to obtain like services from other sources for any reason.

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ARTICLE XVIII – OTHER DOCUMENTS

Contractor and County in entering into this Contract have relied upon information provided in the Contractor's Proposal and on other information and documents submitted by the Contractor. These documents are hereby incorporated into and made a part of this Contract as if set forth in full herein, to the extent not inconsistent with the provisions of this contract.

ARTICLE XIX - REMEDIES

Either party may pursue any remedies provided by law for the breach of this Contract. No right or remedy is intended to be exclusive of any other right or remedy and each shall be cumulative and in addition to any other right or remedy existing at law or at equity or by virtue of this Contract.

ARTICLE XX - SEVERABILITY

Each provision of this Contract stands alone, and any provision of this Contract found to be prohibited by law shall be ineffective to the extent of such prohibition without invalidating the remainder of this Contract.

ARITICLE XXI – BOOKS AND RECORDS

A. Contractor shall keep and maintain proper and complete books, records and accounts, which shall be open at all reasonable times for inspection and audit by duly authorized representatives of County, whichever is later.

B. In addition, Contractor shall retain all records relating to this contract at least 5 years after its termination or cancellation or, if later, until any related pending proceeding or litigation has been closed.

C. Program Income, Contractor shall:
   1. Maintain accurate and complete records pertaining to all program Income,
   2. Comply with directives issued by County with respect to the disposition of Program Income. Interest income earned in excess of $250 annually must be returned in accordance with requirements at 29 CFR Part 95.22 (I) for non-profit organizations and institutions of higher education. For state, local governments, and tribal governments, interest income earned in excess of $100 annually must be remitted at least quarterly in accordance with 29 CFR Part 97.21 (I).

ARTICLE XXII - AUDIT REQUIREMENTS

A. Contractor shall:
   1. Establish and maintain a separate, identifiable accounting of all funds provided by County pursuant to this Contract. Such records shall record all expenditures which are used to support invoices and requests for payment from the County under this Contract.
   2. Establish and maintain accounting records which identify the source and application of any funds not provided under this Contract used to support these Contract activities.
   3. All accounting records must meet the requirements of the Federal, State, County, and generally accepted accounting principles laws and regulations.
   4. Upon written notice from County, provide a program-specific or financial audit. Such notice from County will specify the period to be covered by the audit, the type of audit and the deadline for completion and submission of the audit.
   5. Assure that any audit conducted pursuant to this Contract is performed by a qualified, independent accounting firm and submitted to County within six (6) months of completion of the audit required pursuant to this Article, unless a different time is

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specified by County. The audit submitted must include Contractor responses, if any, concerning any audit findings.

6. Pay all costs for any audit required or requested pursuant to this Article, unless the cost is allowable for payment with the grant funds provided pursuant to this Contract under the appropriate federal or state grant law and the cost was specifically included in the Contractor grant budget approved by County.
7. County audit requirements applicable to all contracts are as follows:
   a. If total expenditures are GREATER than $100,000, but less than $500,000, then a program-specific audit in accordance with generally accepted auditing standards, which includes compliance testing, is required annually.
   b. If total expenditures are LESS than $100,000, but at least $50,000, then a program-specific audit in accordance with generally accepted auditing standards, which includes compliance testing, is required bi-annually.
   c. Agencies with total expenditures LESS than $50,000 do not have an annual federal audit requirement.
8. Timely submit the required or requested audit(s) to:

   Arthur Eckstrom, Director
   Community Services, Employment & Training Dept.
   2797 E. Ajo Way, 3rd Floor
   Tucson, AZ 85713

B. If Contractor is a "nonprofit corporation" that meets the definition of "corporation" in A.R.S. §10-3140, Contractor shall comply with the applicable audit requirements set forth in A.R.S. § 11-624, "Audit of Non-Profit Corporations Receiving County Monies," which states in part:
1. Each nonprofit corporation or local government organization that receives in excess of $100,000 in County assistance in any fiscal year shall file for each such fiscal year at the corporation's expense with the board of supervisors either audited financial statements prepared in accordance with federal single audit regulations or financial statements prepared in accordance with generally accepted accounting principles and audited by an independent certified public accountant.
2. Each nonprofit corporation or local government organization receiving $50,000 to $100,000 in County assistance in any fiscal year shall file biennially at the corporation's expense with the County's Board of Supervisors either an audited annual financial statement for the most recently completed even-numbered year prepared in accordance with federal single audit regulations or a financial statement for the most recently completed even-numbered year prepared in accordance with generally accepted accounting principles audited by an independent certified public accountant.
3. Each nonprofit corporation receiving less than $50,000 in county assistance in any fiscal year shall comply with contract requirements concerning financial and compliance audits contained in contract agreements governing such programs.

C. If Contractor is a government entity, Contractor shall comply with federal single audit requirements and, upon request from County, provide County with a copy of the required audit document within ninety (90) days following the end of Contractor's fiscal year.

D. If Contractor is receiving federal funds under this Contract, and Contractor is a state or local government or non-profit organization, Contractor shall provide an annual audit which complies with the requirements of the most recent version of OMB Circular A-133 "Audits of State and Local Governments and Non-Profit Organizations."

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ARTICLE XXIII - CONFIDENTIALITY

Contractor shall maintain all client and applicant files confidential and shall provide access to these files only to persons properly authorized. Contractor shall observe and abide by all applicable State and Federal statutes and regulations regarding use or disclosure of information including, but not limited to, information concerning applicants for and recipients of contract services.

ARTICLE XXIV - COPYRIGHT

Neither Contractor nor its officers, agents or employees shall copyright any materials or products developed through contract services provided or contract expenditures made under this Contract without prior written approval by the County. Upon approval, the County shall have a non-exclusive and irrevocable license to reproduce, publish or otherwise use or authorize the use of any copyrighted material.

ARTICLE XXV - COORDINATION

On matters relating to the administration of this Contract, County shall be Contractor's contact with all Federal, State and local agencies that provide funding for this Contract.

ARTICLE XXVI - ACCOUNTABILITY

To the greatest extent permissible by law, County, and any authorized federal, state or local agency, including, but not limited to, the State of Arizona, the U.S. Department of Labor, and the Comptroller of the United States shall at all reasonable times have the right of access to Contractor's facility, books, documents, papers, or other records which are pertinent to this Contract, in order to make audits, examinations, excerpts and transcripts for the purpose of evaluating Contractor's performance and Contractor's compliance with this Contract. This provision shall be included in all contracts between Contractor and its subcontractors providing goods or services pursuant to this Contract. Contractor shall be responsible for subcontractors' compliance with this provision and for any disallowances or withholding of reimbursements resulting from noncompliance of said subcontractors with this provision.

ARTICLE XXVII – PUBLIC INFORMATION

A. Pursuant to A.R.S. § 39-121 *et seq.*, all information submitted in response to this solicitation, including, but not limited to, pricing, product specifications, work plans, and any supporting data becomes public information and, upon request, is subject to release and/or review by the general public including competitors.

B. Any records submitted in response to this solicitation that respondent believes constitute proprietary, trade secret or otherwise confidential information must be appropriately and prominently marked as CONFIDENTIAL by respondent prior to the close of the solicitation.

C. Notwithstanding the above provisions, in the event records marked "CONFIDENTIAL" are requested for public release pursuant to A.R.S. § 39-121 *et seq.*, County shall release records marked CONFIDENTIAL ten (10) business days after the date of notice to the respondent of the request for release, unless respondent has, within the ten day period, secured a protective order, injunctive relief or other appropriate order from a court of competent jurisdiction, enjoining the release of the records. For the purposes of this paragraph, the day of the request for release shall not be counted in the time calculation. Respondent shall be notified of any request for such release on the same day of the request for public release or as soon thereafter as practicable.

D. County shall not, under any circumstances, be responsible for securing a protective order or other relief enjoining the release of records marked CONFIDENTIAL, nor shall County be in any way financially responsible for any costs associated with securing such an order.

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ARTICLE XXVIII – LEGAL ARIZONA WORKERS ACT COMPLIANCE

A. Contractor hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to Contractor's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Contractor shall further ensure that each subcontractor who performs any work for Contractor under this contract likewise complies with the State and Federal Immigration Laws.

B. County shall have the right at any time to inspect the books and records of Contractor and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

C. Any breach of Contractor's or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, shall be deemed to be a material breach of this Contract subjecting Contractor to penalties up to and including suspension or termination of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, Contractor shall 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, (subject to County approval if MWBE preferences apply) as soon as possible so as not to delay project completion.

D. Contractor shall advise each subcontractor of County's rights, and the Subcontractor's obligations, under this Article 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."

E. Any additional costs attributable directly or indirectly to remedial action under this Article shall be the responsibility of Contractor. In the event that remedial action under this Article results in delay to one or more tasks on the critical path of Contractor's approved construction or critical milestones schedule, such period of delay shall be deemed excusable delay for which Contractor shall be entitled to an extension of time, but not costs.

ARTICLE XXIX - SCRUTINIZED BUSINESS OPERATIONS

Pursuant to A.R.S. §§ 35-391.06 and 393.06, contractor hereby certifies that it does not have scrutinized business operations in Iran or Sudan. The submission of a false certification by contractor may result in action up to and including termination of this contract.

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This is an Official Copy of the Pima County contract executed and on file with Pima County.

ARTICLE XXX - ENTIRE AGREEMENT

This document constitutes the entire agreement between the parties pertaining to the subject matter hereof, and all prior or contemporaneous agreements and understandings, oral or written, are hereby superseded and merged herein. This Contract may be modified, amended, altered or extended only by a written amendment signed by the parties.

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

PIMA COUNTY

Ramón Valadez

Chair, Board of Supervisors

MAR 16 2010

Date

ATTEST

Lori Godoshian

Clerk, Board of Supervisors

APPROVED AS TO CONTENT

Charles Ems

Community Services, Employment & Training Director

APPROVED AS TO FORM

Karen S. Friar

Deputy County Attorney

CONTRACTOR

Authorized Officer Signature

Randy Reynolds

Please print name

Executive Director

Title

3/5/10

Date

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A. PURPOSE

Youth Employment and Re-Entry Network (YEARN) is a multi-level project for the preparation of a comprehensive plan to delineate strategies to effectively assisted incarcerated youth in their re-entry into the community. YEARN seeks to minimize the likelihood of such youth returning to incarceration. The grant funding YEARN project requires that the following areas be addressed: 1) Educational strategies, 2) Employment strategies, 3) Case Management, 4) Mentoring, 5) Restorative Justice Projects, and 6) Community-Wide Efforts to Reduce Crime and violence. A facilitator and experts in each of these areas will be retained to collaborate and create an effective plan for implementation of YEARN project in Pima County.

B. PROGRAM SERVICES

1. Restorative Justice, Contractor shall:
   a. Identify an appropriate and accepted sustainable system of restorative justice that would be effective in Pima County, given its diverse populations, and that can be implemented by volunteer mentors from a wide range of faith-based groups, community organizations and government entities;
   b. Identify and prepare a Restorative Justice curriculum that can be replicated and integrated into the faith-based and non-profit organizations seeking to mentor youth that are returning to the community after incarceration;
   c. Develop a Restorative Justice Committee to give feedback and guidance to the Design Team;
   d. Integrate the Restorative Justice curriculum with the mentoring curriculum being developed by the Design Team;
   e. Utilize feedback from the mentors and focus groups to modify the Restorative Justice curriculum;
   f. Produce written progress reports monthly and submit to Pima County by the 7th day of the month;
   g. Collaborate with Design Team members on a bi-weekly basis;
   h. Prepare a final written summary of the activities and outcomes of the Restorative Justice curriculum by the May 30, 2010; and
   i. Serve as a member of the Design Team.

C. BUDGET

1. County agrees to pay Contractor on a **Unit Cost basis, of $30.00 per hour, for up to 240 hours**.

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