

## **BASIC SERVICE CONTRACT**

### **SFY 2011-2012 ASSESSMENT**

THIS CONTRACT, made and entered into as of this 1st day of July 2011, by and between the SouthEastern Arizona Governments Organization (SEAGO), 118 Arizona Street, Bisbee, Arizona 85603, hereinafter called the CONTRACTOR, and Cochise County Board of Supervisors, 1415 West Melody Lane, Bisbee, Arizona 85603, hereinafter called the COUNTY.

#### **WITNESSETH:**

WHEREAS, the COUNTY is in receipt of state and local monies which can be used for local planning and technical assistance at a regional level; and

WHEREAS, the COUNTY is in need of planning and technical assistance for such regional planning and technical assistance; and

WHEREAS, the CONTRACTOR is agreeable to providing such planning and technical assistance; and

WHEREAS, the COUNTY is agreeable to purchase said planning and technical assistance;

NOW THEREFORE, the parties do mutually agree as follows:

#### **ARTICLE I - SCOPE OF WORK**

- A. The CONTRACTOR agrees that it will implement, on behalf of the COUNTY, in all respects, the regional programs outlined in SEAGO's Work Program, Budget, and Assessment Schedule.
- B. The CONTRACTOR agrees to make no changes in the letter herein described except as may be necessary and appropriate due to mandates from the federal or state government as it affects regional activities.

#### **ARTICLE II - PERSONNEL**

The CONTRACTOR represents that it has, or will acquire, all of the qualified personnel required to perform this Contract; however, the COUNTY reserves the right to assign any individual to assist in implementing the programs outlined in the letter, compensation to said individual(s) to be provided by the COUNTY.

#### **ARTICLE III - LENGTH OF CONTRACT**

The term of this Basic Service Contract shall be from July 1, 2011 through June 30, 2012.

#### **ARTICLE IV - REPORTS**

Progress Reports:

In order that the COUNTY may adequately evaluate the progress of this Contract, the CONTRACTOR agrees to make periodic Progress Reports to the Administrative Council and Executive Board members representing the COUNTY at a regularly scheduled meeting during the contract year. The reports shall be written and shall contain a description of work accomplished to date, and such other information as may be of assistance to the COUNTY in its evaluation.

#### **ARTICLE V - CONSIDERATION AND METHOD OF PAYMENT**

- A. In consideration of the CONTRACTOR'S regional planning and technical assistance required to be performed under the terms of this Contract, and in compliance with other Contract requirements herein stated, the COUNTY shall pay the CONTRACTOR a sum not to exceed Sixteen Thousand Fifty-Five and .00/100 (\$16,055.00).
- B. The COUNTY shall pay said monies to the CONTRACTOR in the manner set forth below:
  - 1. First quarter assessment fee to be paid no later than 10 days after July 1, 2011.
  - 2. The remaining three subsequent quarterly payments to be made no later than 10 days after the first of the month for October 2011, January 2012, and April 2012.
- C. The funds specified in Paragraph A of this Article V shall constitute full and complete payment of monies to be received by the CONTRACTOR from the COUNTY for the purposes designated in the attached letter including preparation and submission of all data and reports called for in Article IV.

#### **ARTICLE VI - MODIFICATION AND TERMINATION**

- A. Either party to the contract by thirty (30) days written notice, shall have the right to terminate this Contract in the event of such termination, an equitable settlement shall be negotiated on a prorated basis to compensate the CONTRACTOR for the actual costs incurred. In the absence of compelling circumstances as demonstrated by written statements from the CONTRACTOR as to work performed, the amount settlement shall be the proportionate share of dues owing through the date of termination.
- B. Pursuant to A.R.S. Section 38-511, the provisions of which are incorporated herein by reference, all parties are hereby put on notice that this contract is subject to cancellation by Cochise County or its departments or agencies if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County or its departments or agencies 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 part of the contract with respect to the subject matter of the contract.
- C. The COUNTY also reserves the right to modify any and all terms and conditions of this Contract, as necessary, by mutual written agreement between the CONTRACTOR and duly appointed representatives for the COUNTY.

## **ARTICLE VII - COMPLIANCE WITH NON-DISCRIMINATION LAWS**

To the extent required by law, the parties shall comply with Title VII of the Civil Rights Act of 1964, as amended, the Age Discrimination in Employment Act and State Executive Order No. 75-5 which mandated that all persons, regardless of race, religion, handicap, color, age, sex, political affiliation, or national origin shall have equal access to employment opportunities. Both parties shall comply with the (1) Rehabilitation Act of 1973, as amended which prohibits discrimination in the employment or advancement in employment of qualified persons because of physical or mental handicap; (2) all applicable federal regulations regarding equal employment opportunity and relevant orders issued by the U.S. Secretary of Labor; and (3) 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.

## **ARTICLE VIII - RETENTION OF RECORDS**

The CONTRACTOR and the COUNTY shall make available to each other all financial and administrative records with respect to matters covered by this agreement at any time during normal business hours and as often as necessary.

## **ARTICLE IX - AUDIT**

- A. The COUNTY and its duly authorized representatives shall have access, for the purpose of audit and examination, to any books, documents, papers and records of the CONTRACTOR which are pertinent to this Contract and which will facilitate an effective audit.
- B. The CONTRACTOR shall maintain accounting records for any and all monies paid to the CONTRACTOR by the COUNTY under the terms of the Contract.
- C. The CONTRACTOR shall maintain a time sheet system for payroll expenditures which use monies paid to the CONTRACTOR by the COUNTY under the terms of this Contract. Such time sheets shall indicate, briefly, the work the employee is performing. The CONTRACTOR shall also maintain a salary schedule of employees engaged in work under terms of this Contract.

## **ARTICLE X - HOLD HARMLESS**

The CONTRACTOR agrees to defend, indemnify and hold harmless the COUNTY from liability of any nature or kind, including costs and expenses, for or on account of any or all suits or damages of any character whatsoever resulting from injuries or damages sustained by any person or property by virtue of performance of this Contract.

The CONTRACTOR shall maintain at all times during the term of the contract an adequate limit of comprehensive general liability and property insurance and automobile liability and property damage insurance naming the County as an additional insured. CONTRACTOR shall furnish the county a Certificate of Insurance.

**ARTICLE XI - INTERESTS OF THE CONTRACTOR**

The CONTRACTOR covenants that it has no pecuniary interest, and shall not acquire any pecuniary interest direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Contract. The CONTRACTOR further covenants that in the performance of this Contract, no persons having any known interest shall be employed, without full disclosure of any conflict of interest or possible conflict of interest to the Administrative Council and Executive Board.

**ARTICLE XII - OFFICIAL NOT TO BENEFIT**

No member of, or delegates to, the Congress of the United States of America, and no public official, shall be admitted to any share or part hereof, or to any pecuniary benefit to arise herefrom.

IN WITNESS WHEREOF, the CONTRACTOR and the COUNTY do hereby execute this Contract as of the date first above written.

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PATRICK CALL, CHAIR  
COCHISE COUNTY BOARD OF  
SUPERVISORS

  
\_\_\_\_\_  
RANDY HEISS, EXECUTIVE DIRECTOR  
SOUTHEASTERN ARIZONA GOVERNMENTS  
ORGANIZATION

**ATTEST:**

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**APPROVED AS TO FORM:**

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BRITT HANSON, ATTORNEY