

**FIRST AMENDED COCHISE COUNTY CONTRACT  
FOR PROFESSIONAL SERVICES AGREEMENT FOR PROVIDING PRE-  
ADOPTION CERTIFICATION AND/OR ADOPTION SOCIAL STUDIES**

**THIS FIRST AMENDED CONTRACT** is made this 9<sup>th</sup> day of May, 2016, by and between the Cochise County Board of Supervisors (hereinafter "the BOARD") and Catholic Community Services of Southern Arizona, Inc., doing business as Catholic Social Services (hereinafter "the CONTRACTOR").

**WHEREAS** CONTRACTOR'S payee address has changed since the FIRST CONTRACT was signed on July 23, 2013, and a few other, minor changes occurred, and an amendment is thus required, and **are highlighted by bold underlining herein;**

**WHEREAS** the BOARD remains in need of services to obtain pre-adoption certification and/or adoption social studies pursuant to A.R.S. §§ 8-105 and 8-112, as necessary for Court approval of certain adoptions for which the Office of the County Attorney provides legal representation;

**WHEREAS** the CONTRACTOR has offered to provide these services in accordance with the terms of the CONTRACT;

**NOW, THEREFORE,** in consideration of the promises and covenants stated herein, it is AGREED THAT:

1. The CONTRACTOR promises and agrees to perform the work as described in the attached "Scope of Work by Catholic Social Services" in a good and competent manner and to the satisfaction of the BOARD, or its designees.
2. The Cochise County Attorney, or his designee, promises and agrees to perform the work described in the attached "Scope of Work by the Cochise County Attorney, or his designee," in a good and competent manner and to the satisfaction of the BOARD, or its designees.
3. The CONTRACTOR agrees to provide all services and accompanying documents required by this CONTRACT in a complete and acceptable form, as customarily provided according to professional standards for compliance and completion of the CONTRACT.
4. The CONTRACTOR shall commence performance of this CONTRACT on the date indicated on the Notice to Proceed. **This CONTRACT shall remain in effect for a period of five (5) years to expire at close of business on June 30, 2021.**
5. In the event the CONTRACT between the parties is not formally renewed by the end of the designated period, this CONTRACT shall remain in full force and effect for a period of sixty (60) days; but in no event shall this CONTRACT be extended beyond the sixty (60) day grace period without written renewal.

6. The BOARD will compensate the CONTRACTOR for its performance and the CONTRACTOR agrees to accept as complete payment for such full performance, the sum of One Thousand Dollars (\$1000.00) for each adoption social study requested and provided under this CONTRACT, less the amount of all payments received from the applicant(s) of the adoption social study and/or pre-adoption certification social study is needed in a particular matter pursuant to A.R.S. § 8-105, the CONTRACTOR agrees to provide such study in addition to the required adoption social study at no additional cost to the BOARD. When warranted, CONTRACTOR may charge the prospective adoptive parents for additional work involved with the pre-adoption certification study and/or adoption social study.

CONTRACTOR agrees to make every effort to obtain payment from applicant(s) of their one percent (1%) and not hold BOARD liable for any costs CONTRACTOR is unable to obtain. CONTRACTOR shall not assert a hardship on behalf of applicant(s) for its failure to collect the one percent (1%) payment from applicant(s).

7. Payment shall be made by the BOARD to the CONTRACTOR based on invoices detailing the work and the amount of all payments received from the applicant(s).

8. All notices, invoices and payments shall be in writing and delivered by personal service or first class mail. The designated recipients for such notices, invoices and payments are:

TO CONTRACTOR: Michael G. Vetter  
Executive Director  
Catholic Community Services of Southern Arizona, Inc.  
6049 E. Highway 90  
Sierra Vista, AZ 85635  
(520) 458-4203, extension 104

TO BOARD: Lauri J. Owen  
Civil Deputy Attorney  
Office of the Cochise County Attorney  
P.O. Box CA  
Bisbee, AZ 85603  
(520) 432-8700

9. Pursuant to A.R.S. § 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 the BOARD if any person significantly involved in initiating, negotiating, securing, drafting or creating the CONTRACT on behalf of the BOARD is, at any time while 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 of the CONTRACT with respect to the subject matter of the CONTRACT.

10. This CONTRACT shall be effective upon its approval by the parties, as indicated by the signatures of their representatives. This CONTRACT, its attachments and documents incorporated by reference represent the entire agreement and understanding between the parties. The BOARD'S designated representative is authorized to issue and sign CONTRACT amendments. Any amendments to the terms of this CONTRACT shall be in writing and properly noticed to all parties. All amendments shall be subject to BOARD approval.

11. CONTRACTOR shall retain, and remain in good standing with, all licensure in accordance with all State and Federal laws throughout the duration of the CONTRACT. CONTRACTOR shall also maintain insurance policies throughout the duration of the CONTRACT, providing not less than the following coverage:

| Type                  | Coverage         |
|-----------------------|------------------|
| Worker's Compensation | Statutory Limits |
| General Liability     | \$ 1,000,000     |

Copies of all such documents shall be provided by the CONTRACTOR to the BOARD. Any changes to the aforementioned documents shall be provided to the BOARD not more than ten (10) calendar days after said change.

12. This CONTRACT shall be governed by the laws of the State of Arizona and suits pertaining to this CONTRACT may be brought only in courts in the State of Arizona.

13. The parties hereby agree to make a good faith effort to resolve any claim or controversy through informal negotiations. Any claim or controversy must first be presented in writing, with supporting documentation, to the designee of the other party. The recipient shall have twenty (20) calendar days to prepare and deliver a response. If the parties fail to resolve the claim or controversy following a reasonable period for such resolution, but not more than sixty (60) calendar days, the aggrieved party may request the dispute be submitted to arbitration, pursuant to A.R.S. § 12-1518.

14. Each and every provision of law and any clause required by law to be in the CONTRACT will be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is omitted or not correctly inserted, then upon the application of either party the CONTRACT will forthwith be physically amended to make such insertion or correction.

15. The provisions of this CONTRACT are severable to the extent that any provision or application held to be invalid shall not affect any other provision or application of the CONTRACT.

16. It is agreed that each party will act in its individual capacity and not as an agent, representative or employee of the other. An agent, representative or employee of one party shall not be deemed or construed to be the employee or agent of the other party for any purpose whatsoever.

17. No right or interest in this CONTRACT shall be assigned by the CONTRACTOR without prior written permission of the BOARD, and no delegation of any duty of the CONTRACTOR shall be made without prior written permission of the BOARD.

18. No subcontract agreement shall be entered into by the CONTRACTOR with any other party to furnish the services specified herein without the advance written approval of the BOARD. All subcontractors shall comply with Federal and State laws and regulations which are applicable to the services covered by the subcontract, as if the Subcontractor were the CONTRACTOR referred to herein. The CONTRACTOR is responsible for CONTRACT performance whether or not subcontractors are used.

19. The CONTRACTOR shall defend, hold harmless, and indemnify the COUNTY, its officers, agents and employees from all claims, demands, suits, damages and loss ("claims") which result from the negligence of the CONTRACTOR, its agents, officers and employees, in the performance of this CONTRACT.

20. Upon receipt of a termination notice, the CONTRACTOR shall

- (A) discontinue all services but complete all pending,
- (B) deliver or otherwise make available to the BOARD, copies of data and such other information and materials as may have been accumulated by the CONTRACTOR in performing this CONTRACT.

21. TERMINATION BY THE COUNTY FOR CAUSE: The BOARD may terminate the CONTRACT if the CONTRACTOR:

- (A) repeatedly refuses or fails to perform in accordance with the terms set forth in this CONTRACT; or
- (B) disregards all applicable State and Federal laws and/or regulations; or
- (C) is otherwise in substantial breach of any provision of the CONTRACT.

When any of the above reasons exist, the BOARD may, without prejudice to any other rights or remedies of the BOARD and after giving the CONTRACTOR ten (10) calendar days written notice, terminate the CONTRACT with the BOARD and may finish the Work by whatever reasonable method the BOARD may deem expedient.

22. SUSPENSION BY THE BOARD FOR CONVENIENCE: The BOARD may, without cause, order the CONTRACTOR in writing to suspend, delay or interrupt its performance in whole or in part for such period of time as the BOARD may determine.

23. **TERMINATION FOR CONVENIENCE OF THE BOARD:** The BOARD, by written notice to the CONTRACTOR, may terminate this CONTRACT in whole or in part when in the sole discretion of the BOARD if it is in the BOARD'S best interests to do so. In such case, the CONTRACTOR shall be paid for all services provided and properly invoiced.

24. **TERMINATION BY THE CONTRACTOR:** The CONTRACTOR may terminate the CONTRACT if the performance is stopped for a period of thirty (30) calendar days through no act or fault of the CONTRACTOR or its agents or employees or any other persons performing portions of the CONTRACT, for any of the following reasons:

- (A) Issuance of a court order or other public authority having jurisdiction; or
- (B) The BOARD has not made payment to the CONTRACTOR for work performed within the time period established pursuant to the CONTRACT.

If one of the above reasons exists, the CONTRACTOR may, upon thirty (30) calendar days, submit written notice to the BOARD terminate the CONTRACT and recover from the BOARD payment for its service provided and properly invoiced.

**IN WITNESS WHEREOF**, the duly authorized representatives of the parties have executed this CONTRACT as indicated below:

**CONTRACTOR:**

CATHOLIC COMMUNITY SERVICES  
OF SOUTHERN ARIZONA, INC.

By:   
Michael G. Vetter  
Executive Director  
Catholic Community Services of  
Southern Arizona, Inc.  
6049 E. Highway 90  
Sierra Vista, AZ 85635

Date: 5/9/16

**APPROVED:**

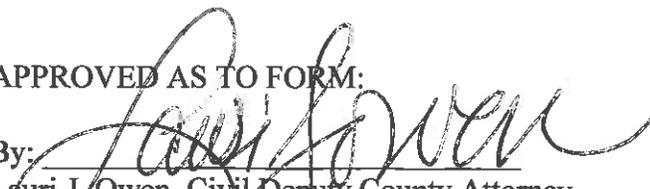
COCHISE COUNTY BOARD  
OF SUPERVISORS

By: \_\_\_\_\_  
Richard Searle, Chairperson

Date: \_\_\_\_\_

**ATTEST:**

**APPROVED AS TO FORM:**

By:   
Lauri J. Owen, Civil Deputy County Attorney

Date: May 15, 2016

\_\_\_\_\_  
Clerk of the Board

Date: \_\_\_\_\_