City of Benson
City Council Communication

Regular Meeting **April 13, 2015**

To: Mayor and Council Agenda Item # 6

From: Laura Parkin, Recreation Coordinator

Subject:

Discussion and possible action regarding the Occupancy and Services Agreement between Catholic Community Services and the City of Benson to assist with meal services to eligible persons residing in and around Benson by providing space at the Benson Community Center, 705 W. Union Street, Benson, Arizona

Discussion:

Discussion and approval of an updated contract with Catholic Community Services and Southern Arizona, Inc. (CCS) to provide nutritional services in Benson and the surrounding areas. This contract was negotiated to replace the existing contract so that it is consistent with the day-to-day operations and to be in compliance with the Gifting Clause.

Some of the changes to the contract include the service area, adjustments for a site manager to remain on premises for administrative purposes, an adjustment to insurance limits and inclusion of an endorsement.

Note: Blue strike through removal of language in the agreement; blue underline additions to the agreement.

Attachment:
Contract that reflects the changes as agreed by CCS
Contract signed by CCS

Staff Recommendation:

Council pleasure

OCCUPANCY AND SERVICES AGREEMENT

THIS OCCUPANCY AND SERVICES AGREEMENT (this "Agreement") is entered into as of this _____ day of _____, 2015, by and between **THE CITY OF BENSON**, and Arizona municipal corporation, whose address is 120 West Sixth Street, Benson, Arizona 85602 (the "City"), and Catholic Community Services of Southern Arizona, Inc., doing business as Catholic Community Services of Cochise County, hereinafter "Contractor".

WHEREAS, Contractor desires to provide certain meal services to eligible persons residing in and around Benson: and

WHEREAS, Contractor requests the City provide it space at the Benson Community Center, 705 W. Union, Benson, Arizona, to assist in performing such services, and

WHEREAS, the City is amenable to providing Contractor with the requested space subject to the following terms and conditions.

NOW, THEREFORE, the parties agree as follows:

I. **SCOPE OF SERVICES:**

As set forth more fully in Paragraph II below, the Contractor will provide its normal and customary Nutritional Services to City residents and residents living in the near proximity of the City.

The Contractor agrees to perform all contractual duties and responsibilities as approved by the City. Said services will be performed in the Benson Community Center, 705 W. Union building, which will be occupied by Contractor on a non-exclusive basis.

II. **CONTRACT REQUIREMENTS:**

A. The Contractor will provide and serve noon meals at the Benson Community Center, 705 W. Union as well as providing home deliveries to the homebound on a daily basis, excluding holidays, Saturdays, and Saturdays, to Senior Citizens age 60 and over. The above services shall be provided in the following areas: Benson, ~~Bowie, Dragoon,~~ J-6, ~~Kansas Settlement,~~ Mescal, North Ocotillo, Pomerene, ~~San Simon,~~ Skyline, St. David, ~~Sunizona,~~ and ~~Sunsites~~.

B. The City will make available to the Contractor the dining room and kitchen areas of the Benson Community Center for the serving of meals; in addition, the Contractor shall be granted the use of office space next to the kitchen for the purpose of fulfilling its operations described in this Agreement.

C. The Contractor will be responsible for collecting donations for the meals provided at the established prices.

D. The Contractor agrees to provide certain equipment it deems necessary to fulfill the terms and conditions of this contract. This equipment is described in Exhibit A. Any additional equipment to be stored or used in the Community Center shall require prior consent of the City.

E. Participation in the Nutrition Program will be made available to Senior Citizens, age 60 and over, living in Benson and surrounding areas identified in Paragraph II (A) above, who are in need of the program.

F. The Contractor shall have use of the Benson Community Center, 705 W. Union facility from 9:00 A.M. to 12:30~~1:00~~ P.M., Monday through Friday, excluding holidays, for serving of Senior meals. All kitchen staff and volunteers will vacate the premises at 12:30~~1:00~~ P.M.

G. Contractor program Site Manager may occupy the facility from 7:30 A.M. to 4:00 P.M., Monday through Friday, excluding holidays, to perform necessary administrative duties as they apply to the operations of Contractor. Program Site Manager may occupy the facility one day a week from 6:30 A.M. to 4:00 P.M. to receive deliveries. Activities of the Program Site Manager may not interfere with building rentals after 1:00 P.M., Monday through Friday.

H.~~G.~~ The Contractor will be responsible for keeping the kitchen, dining room, toilet facilities and offices in a clean and orderly fashion. The Contractor shall keep all kitchen appliances in condition to comply with the Cochise County Health Department code.

I.~~H.~~ Restroom paper supplies will be supplied by the City.

J.~~I.~~ The Contractor shall pay no rent for services provided to locations described in paragraph II (A) above.~~.~~

K. The Contractor shall not pay for utilities for services provided to locations described in paragraph II (A) above.

L~~J~~. The City will be responsible for the outside grounds.

M~~K~~. The Contractor will be responsible for 100% of telephone lines for all Contractor business. ~~The Contractor will not cover the cost of any long distance calls made before 7:00 A.M. and after 5:00 P.M.~~

III. **INSURANCE PROVISIONS:**

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 Insurance at least as broad as ISO's Standard CG 00 01 Form, and including Products/Completed Operations, in an amount not less than $1,000,000.00~~$500,000.00~~ combined single limit Bodily Injury and Property Damage. Said insurance shall name City as additional insured, and Contractor shall provide City with a Certificate of Insurance and Endorsement~~.~~

b) Commercial or Business Automobile Liability Insurance at least as broad as ISO's Standard CA 00 01 Form, for owned non-owned and hired vehicles used in the performance of this Contract with limits not less than $1,000,000.00~~$500,000.00~~ combined single limit, or $1,000,000.00~~$500,000.00~~ bodily injury and $1,000,000.00~~$500,000.00~~ property damage. Contractor shall provide City with a Certificate of Insurance and Endorsement; and

c) Statutory Workers' Compensation including not less than $1,000,000.00~~$500,000.00~~ Employers Liability Coverage.

CONTRACTOR shall provide CITY with current certificates of insurance annually. All certificates must provide for guaranteed 30 days written notice of material change, non-renewal or cancellation.

IV. **MICELLANEOUS PROVISIONS:**

A. Non-discrimination: Contractor agrees that it will not discriminate in any manner, because of age, race, color, religion, sex, or national origin, and to abide by all Federal and State laws regarding non-discrimination.

B. Indemnification: Contractor hereby agrees, during the performance of this Agreement, to indemnify, defend, and hold harmless the City, its Mayor, the City Council, appointed boards and commissions and employees individually and collectively from all fines, suits, claims, demands, actions, costs, obligations, attorney's fees, or liability of any kind, arising out of or related to this Agreement, excluding only those acts or omissions caused by the sole negligence of the City, and does hereby agree to and assumes at risk in the performance of this Agreement.

C. Conflict of Interest: Both parties understand and agree that the Contractor is not and has not been an agent or employee of the City of Benson, but the Contractor has been, and will be an independent contractor, and is solely responsible for all employees, debts, and programs needed to provide such services, and that no member of the City Council, official of either City or Contractor, or employee of the City or Contractor has a conflict of interest or benefit incurring, other than those that would incur to the public at large. For breach or violation of the terms of this Contract, the City has the Right to terminate this Contract without liability.

V. **TERMS:**

This contract shall commence on _____, and shall renew automatically for a term of three years with automatic renewal at the end of the first and second years unless either side gives written notice of intent to terminate at least 30 days before the renewal date. The renewal date of this contract shall be determined by the commencement date of this contract. ~~each year unless either party elects to terminate this Agreement.~~ Thirty days~~One Hundred Twenty~~ (30~~120~~) days written notice shall be given by either party prior to the termination of this Contract for any reason.

VI. **LEGAL WORKER REQUIREMENTS:**

As mandated by A.R.S. § 41-4401, the City is prohibited from awarding a contract to any contractor or subcontractor that fails to comply with A.R.S. § 23-214(A). The City must also insure that every contractor and subcontractor complies with federal immigration laws and regulations that relate to their employees and A.R.S. § 23-214(A). Therefore, in signing and performing any contract, including this Agreement, for the City, Contractor fully understands that:

a) It warrants that it and its subcontractors it may use comply with all federal immigration laws and regulations that relate to their employees and their compliance with A.R.S. § 23-214(A);

b) A breach of the warranty set forth in subsection (A) shall be deemed a material breach of the Contract that is subject to penalties up to and including termination of the Contract; and

c) The City or its designee retains the legal right to inspect the papers of any contractor or subcontractor employee who works on the Contract to ensure that the contractor or subcontractor is complying with the warranty under subsection (A).

IN WITNESS WHEREOF THE PARTIES HERETO SIGN THEIR NAMES IN AGREEMENT.

_____
Printed Name of Authorized Representative

_____
Signature of Authorized Representative
Catholic Community Services of Southern Arizona, DBA Catholic Community Services of Cochise Arizona.

_____
Date

_____
City of Benson
Toney D. King, Sr., Mayor

_____
Date

ATTEST:

_____
City Clerk

APPROVED AS TO FORM

_____
Mesch, Clark & Rothschild, PC
City Attorney
By Gary J. Cohen

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WHEREAS, Contractor requests the City provide it space at the Benson Community Center, 705 W. Union, Benson, Arizona, to assist in performing such services, and

WHEREAS, the City is amenable to providing Contractor with the requested space subject to the following terms and conditions.

NOW, THEREFORE, the parties agree as follows:

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The Contractor agrees to perform all contractual duties and responsibilities as approved by the City. Said services will be performed in the Benson Community Center, 705 W. Union building, which will be occupied by Contractor on a non-exclusive basis.

II. CONTRACT REQUIREMENTS:

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B. The City will make available to the Contractor the dining room and kitchen areas of the Benson Community Center for the serving of meals; in addition, the Contractor shall be granted the use of office space next to the kitchen for the purpose of fulfilling its operations described in this Agreement.

C. The Contractor will be responsible for collecting donations for the meals provided at the established prices.

D. The Contractor agrees to provide certain equipment it deems necessary to fulfill the terms and conditions of this contract. This equipment is described in Exhibit A. Any additional equipment to be stored or used in the Community Center shall require prior consent of the City.

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H. The Contractor will be responsible for keeping the kitchen, dining room, toilet facilities and offices in a clean and orderly fashion. The Contractor shall keep all kitchen appliances in condition to comply with the Cochise County Health Department code.

I. Restroom paper supplies will be supplied by the City.

J. The Contractor shall pay no rent for services provided to locations described in paragraph II (A) above.

K. The Contractor shall not pay for utilities for services provided to locations described in paragraph II (A) above.

L. The City will be responsible for the outside grounds.

M. The Contractor will be responsible for 100% of telephone lines for all Contractor business.

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V. TERMS:

This contract shall commence on 3/20/2015 and shall renew automatically for a term of three years with automatic renewal at the end of the first and second years unless either side gives written notice of intent to terminate at least 30 days before the renewal date. The renewal date of this contract shall be determined by the commencement date of this contract. Thirty days (30) days written notice shall be given by either party prior to the termination of this Contract for any reason.

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b) A breach of the warranty set forth in subsection (A) shall be deemed a material breach of the Contract that is subject to penalties up to and including termination of the Contract; and

c) The City or its designee retains the legal right to inspect the papers of any contractor or subcontractor employee who works on the Contract to ensure that the contractor or subcontractor is complying with the warranty under subsection (A).

IN WITNESS WHEREOF THE PARTIES HERETO SIGN THEIR NAMES IN AGREEMENT.

Michael G. Vetter

Printed Name of Authorized Representative

Signature of Authorized Representative
Catholic Community Services of Southern Arizona, DBA Catholic Community Services of Cochise Arizona.

3/20/15

Date

City of Benson
Toney D. King, Sr., Mayor

Date

ATTEST:

City Clerk

APPROVED AS TO FORM

Mesch, Clark & Rothschild, PC
City Attorney
By Gary J. Cohen