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JUL 26 2007



**Chandler • Arizona**  
*Where Values Make The Difference*

**MEMORANDUM**                      **Community Services – Council Memo No. 08-001**

**DATE:**            JULY 26, 2007

**TO:**                MAYOR AND COUNCIL

**THRU:**            W. MARK PENTZ, CITY MANAGER  
MARK M. EYNATTEN, COMMUNITY SERVICES DIRECTOR *ME*

**FROM:**            BARBARA YOUNG, RECREATION MANAGER *ByYoung*

**SUBJECT:**        APPROVE AGREEMENT AND AUTHORIZE PAYMENT TO COMMUNITY SERVICES OF ARIZONA TO OPERATE THE SENIOR NUTRITION PROGRAM AND CITY OF CHANDLER COMMUNITY ACTION PROGRAM

**RECOMMENDATION:** Recommend approving an agreement for the Senior Nutrition Program and Community Action Program to Community Services of Arizona in an amount not to exceed \$42,706 for the Senior Nutrition Program and \$84,731 for the Community Action Program.

**BACKGROUND:** Community Services of Arizona (CSA) has been operating the Senior Nutrition Program since 1986. This program provides congregate and home delivered meals at a minimal suggested donation cost to eligible seniors. Through the third quarter of FY 2006/07, 12,460 congregate and 19,308 home delivered meals were provided to eligible seniors living in Chandler. In FY 2004/05, Council allocated \$22,000 in ongoing funds to the Senior Nutrition Program. As part of the FY 2007/08 budget amendment process, City Council allocated one-time funding in the amount of \$20,706 to the Senior Nutrition Program.

CSA has also been operating Chandler’s Community Action Program (CAP) since 1981. CSA continues to fund this program by obtaining substantial third party funding to assist with the operation of Chandler’s CAP office. Funds have been used to provide significant financial assistance to Chandler’s low and moderate-income population. Chandler CAP provides basic need programs (i.e. eviction prevention, food box referral and utility assistance) to low and moderate-income citizens. As part of the FY 2007/08 budget amendment process, City Council allocated \$84,731 in one-time funding for the Chandler CAP office.

**FINANCIAL IMPLICATIONS:** Funding for the Community Services of Arizona Senior Nutrition Program and Community Action Program will be from the General Fund, Recreation Cost Center, Other Expenses Account, 101-4550-5818.

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**PROPOSED MOTION:** Move to approve an agreement and authorize payment to Community Services of Arizona for operating the Senior Nutrition Program and Community Action Program in an amount not to exceed \$42,706 for the Senior Nutrition Program and \$84,731 for the Community Action Program.

**CITY OF CHANDLER  
PROFESSIONAL SERVICES AGREEMENT**

Project Name: **Community Services of Arizona**

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_\_\_\_, by and between the City of Chandler, a Municipal Corporation of the State of Arizona, hereinafter referred to as "CITY", and Community Services of Arizona, hereinafter referred to as "CONSULTANT".

WHEREAS, the Mayor and City Council of the City of Chandler is authorized and empowered by provisions of the City Charter to execute contracts for professional services; and

WHEREAS, CONSULTANT represents that CONSULTANT has the expertise and is qualified to perform the services described in the Agreement.

NOW THEREFORE, in consideration of the mutual promises and obligations set forth herein, the parties hereto agree as follows:

**1. CONTRACT ADMINISTRATOR**

1.1. To provide the professional services required by this Agreement CONSULTANT shall act under the authority and approval of City Engineer or designee, (the Contract Administrator), who shall oversee the execution of this Agreement, assist the CONSULTANT with any necessary information, audit billings, and approve payments. The CONSULTANT shall channel reports and special requests through the Contract Administrator.

1.2. CITY reserves the right to review and approve any/all changes to CONSULTANT'S key staff assigned to the CITY project by the firm during the term of this Agreement.

**2. SCOPE OF WORK:** CONSULTANT shall provide those services described in Exhibit A attached hereto and made a part hereof by reference.

The CONSULTANT shall not accept any change of scope, or change in contract provisions, unless issued in writing, as a contract amendment and signed by the Contract Administrator.

**3. ACCEPTANCE AND DOCUMENTATION:** Each task shall be reviewed and approved by CITY to determine acceptable completion. All documents, including but not limited to, data compilations, studies, and reports which are prepared in the performance of this Agreement, shall be and remain the property of CITY and shall be delivered to CITY before final payment is made to CONSULTANT.

**4. FEE SCHEDULE:** For the services described in paragraph 2 of this Agreement, CITY shall pay CONSULTANT a fee not to exceed the sum of one hundred twenty seven thousand four hundred thirty seven dollars (\$127,437) in accordance with the fee schedule attached hereto as Exhibit B and incorporated herein by reference.

**5. TERM:** Following execution of this Agreement by CITY, CONSULTANT shall immediately commence work and shall complete all services described herein within three hundred and sixty (360) calendar days from the date hereof.

**6. TERMINATION:** CITY reserves the right to terminate this Agreement or any part thereof for its sole convenience with fifteen (15) days written notice. In the event of such termination, CONSULTANT shall immediately stop all work hereunder, and shall immediately cause any of its suppliers and subconsultants to cease such work. As compensation in full for services performed to the date of such termination, the CONSULTANT shall receive a fee for the percentage of services actually completed.

7. **INDEMNIFICATION:** The Consultant agrees to indemnify, defend, and save harmless the City of Chandler, its Mayor and Council, appointed boards and commissions, officials, officers, employees, individually and collectively; from all losses, claims, suits, actions, payments and judgments, demands, expenses, attorney's fees, defense costs, or actions of any kind and nature resulting from personal injury to any person, including employees of the Consultant or of any Sub Consultant employed by the Consultant (including bodily injury and death) or damages to any property, arising or alleged to have arisen out of the negligent performance of the Consultant for the work to be performed hereunder, except any such injury or damages arising out of the sole negligence of the City, its officers, agents or employees. IT IS THE INTENTION OF THE PARTIES to this contract that the City of Chandler, its Mayor and Council, appointed boards and commissions, officials, officers, employees, individually and collectively, are to be indemnified against their own negligence unless and except their negligence is found to be the sole cause of the injury to persons or damages to property.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

8. **INSURANCE REQUIREMENTS:** CONSULTANT shall provide and maintain the insurance as listed in Exhibit C attached hereto and made a part hereof by reference.
9. **ENTIRE AGREEMENT:** This Agreement constitutes the entire understanding of the parties and supersedes all previous representations, written or oral, with respect to the services specified herein. This Agreement may not be modified or amended except by a written document, signed by authorized representatives or each party.
10. **ARIZONA LAW:** This Agreement shall be governed and interpreted according to the laws of the State of Arizona.
11. **CANCELLATION PURSUANT TO A.R.S. 38-511.** This agreement is subject to cancellation pursuant to A.R.S. Section 38-511.
12. **NOTICES:** All notices or demands required to be given pursuant to the terms of this Agreement shall be given to the other party in writing, delivered by hand or registered or certified mail, at the addresses set forth below, or to such other address as the parties may substitute by written notice given in the manner prescribed in this paragraph.

In the case of CONSULTANT: Community Services of Arizona  
650 N. Arizona Avenue  
Chandler, AZ 85225

In the case of City: City of Chandler  
Community Services, Administration Division  
P.O. Box 4008, Mail Stop 501  
Chandler AZ 85244-4008

Notices shall be deemed received on date delivered, if delivered by hand, and on the delivery date indicated on receipt if delivered by certified or registered mail.

IN WITNESS WHEREOF, the parties have hereunto subscribed their names to this            day of  
200 .

CITY OF CHANDLER

CONSULTANT

\_\_\_\_\_  
MAYOR

By: \_\_\_\_\_  
Title: Director of Social Services

ADDRESS FOR NOTICE

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City of Chandler  
Community Services, Administration Division  
P.O. Box 4008, Mail Stop 501  
Chandler AZ 85244-4008  
480.782.2719

Christine Wetherington  
PO Box 1418  
Chandler, AZ 85244-1418

Phone: 480.222.5536

ATTEST:

ATTEST: If Corporation

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Secretary

APPROVED AS TO FORM:

WITNESS: (If Individual or Partnership)

\_\_\_\_\_  
City Attorney 

SEAL

IN WITNESS WHEREOF, the parties have hereunto subscribed their names to this \_\_\_\_\_ day of 200 .

CITY OF CHANDLER

CONSULTANT

\_\_\_\_\_  
MAYOR

By: *Carol Kochel*  
Title: Director of Social Services  
VP, Dir. of Prgs.

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WITNESS: (If Individual or Partnership)

\_\_\_\_\_  
City Attorney

\_\_\_\_\_

SEAL

## **EXHIBIT A SCOPE OF WORK**

This contract is in effect for the fiscal year **2007-08**. All services are to be provided within this timeframe.

### **1.1 Service Description**

The project shall consist of the following specific products or services:

- Senior Nutritional Program (Congregate and Home-Delivered Meals)
- Chandler Community Action Program (CAP)

The Senior Nutritional Program provides home delivered meals as well as meals in a social setting for seniors.

The CAP program provides rental assistance to prevent eviction and utility assistance to prevent disconnects.

Quarterly reports shall be submitted to the City of Chandler Community Services Department, Senior Management Assistant, and shall include the following:

- 1) The key objectives and goals of the program
- 2) The status of these key objectives and goals
- 3) Number of units of service provided by category
- 4) Number of new clients served
- 5) Total number of clients served
- 6) Demographic information

### **1.2 Project Location**

- 1.2.1 The CONSULTANT will provide congregate meals and home delivered meals from the following location:

Chandler Senior Center  
202 East Boston Street  
Chandler, AZ 85225

- 1.2.2 The CONSULTANT will provide Chandler Community Action Program Services from the following location:

Chandler Community Action Program  
650 North Arizona Avenue  
Chandler, AZ 85225

**EXHIBIT B  
FEE SCHEDULE**

The City of Chandler has allocated the following funds to be made available for Community Services of Arizona:

Senior Meals Program: \$42,706

CAP: \$84,731

The CONSULTANT shall be paid according to the following schedule:

<b>DATE</b>	<b>SENIOR MEALS PROGRAM</b>	<b>CAP</b>
October 15, 2007	\$10,676.50	\$21,182.75
January 15, 2008	\$10,676.50	\$21,182.75
April 15, 2008	\$10,676.50	\$21,182.75
July 15, 2008	\$10,676.50	\$21,182.75

## EXHIBIT C INSURANCE REQUIREMENTS

1. CONSULTANT, at its own expense, shall purchase and maintain insurance of the types and amounts required in this section, with companies possessing a current A.M. Best, Inc. rating of B++6, or better and legally authorized to do business in the State of Arizona with policies and forms satisfactory to CITY.
2. Policies written on a "Claims made" basis are not acceptable without written permission from the City's Risk Manager.
3. All insurance required herein shall be maintained in full force and effect until all work or services required to be performed under the terms of this Agreement is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of CITY, constitute a material breach of this Agreement and may result in termination of this contract.
4. If any of the insurance policies are not renewed prior to expiration, payments to the CONSULTANT may be withheld until these requirements have been met, or at the option of the City, the City may pay the Renewal Premium and withhold such payments from any monies due the CONSULTANT.
5. All insurance policies, except Workers' Compensation and Professional Liability required by this Agreement, and self-insured retention or deductible portions, shall name, to the fullest extent permitted by law for claims arising out of the performance of this contract, the City of Chandler, its agents, representatives, officers, directors, officials and employees as Additional Insureds.
6. CONSULTANT's insurance shall be primary insurance over any insurance available to the CITY and as to any claims resulting from this contract, it being the intention of the parties that the insurance policies so effected shall protect both parties and be primary coverage for any and all losses covered by the described insurance.
7. The insurance policies, except Workers' Compensation, shall contain a waiver of transfer rights of recovery (subrogation) against CITY, its agents, representatives, officers, directors, officials and employees for any claims arising out of CONSULTANT's acts, errors, mistakes, omissions, work or service.
8. The insurance policies may provide coverage, which contain deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall be assumed by and be for the account of, and at the sole risk of CONSULTANT. CONSULTANT shall be solely responsible for the deductible and/or self-insured retention. The amounts of any self-insured retentions shall be noted on the Certificate of Insurance. CITY, at its option, may require CONSULTANT to secure payment of such deductibles or self-insured retentions by a Surety Bond or an irrevocable and unconditional letter of credit. Self-insured retentions in excess of \$10,000 will not be accepted except with permission of the Management Services Director/designee.
9. All policies and certificates shall contain an endorsement providing that the coverage afforded under such policies shall not be reduced, canceled or allowed to expire until at least thirty (30) days prior written notice has been given to CITY.
10. Information concerning reduction of coverage on account of revised limits or claims paid under the General Aggregate, or both, shall be furnished by the CONSULTANT with reasonable promptness in accordance with the CONSULTANT's information and belief.
11. In the event that claims in excess of the insured amounts provided herein, are filed by reason of any operations under this contract, the amount of excess of such claims, or any portion thereof, may be withheld from payment due or to become due the CONSULTANT until such time as the CONSULTANT shall furnish such additional security covering such claims as may be determined by the CITY.

### C.1 PROOF OF INSURANCE - CERTIFICATES OF INSURANCE

1. Prior to commencing work or services under this Agreement, CONSULTANT shall furnish to CITY Certificates of Insurance, issued by CONSULTANT's insurer(s), as evidence that policies providing the required coverages, conditions and limits required by this Agreement are in full force and effect and obtain from the City's Risk Management Division approval of such Certificates.
2. If a policy does expire during the life of this Agreement, a renewal certificate must be sent to the City of Chandler five (5) days prior to the expiration date.
3. All Certificates of Insurance shall identify the policies in effect on behalf of CONSULTANT, their policy period(s), and limits of liability. Each Certificate shall include the job site and project number and title. Coverage shown on the Certificate of Insurance must coincide with the requirements in the text of the

contract documents. Information required to be on the certificate of Insurance may be typed on the reverse of the Certificate and countersigned by an authorized representative of the insurance company.

4. CITY reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance policies and/or endorsements. CITY shall not be obligated, however, to review same or to advise CONSULTANT of any deficiencies in such policies and endorsements, and such receipt shall not relieve CONSULTANT from, or be deemed a waiver of CITY's right to insist on, strict fulfillment of CONSULTANT's obligations under this Agreement.

## C.2 REQUIRED COVERAGE

1. Such insurance shall protect CONSULTANT from claims set forth below which may arise out of or result from the operations of CONSULTANT under this Contract and for which CONSULTANT may be legally liable, whether such operations be by the CONSULTANT or by a Sub-consultant or subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. Coverage under the policy will be at least as broad as Insurance Services Office, Inc., policy form CG00011093 or equivalent thereof, including but not limited to severability of interest and waiver of subrogation clauses.
2. Claims under workers' compensation, disability benefit and other similar employee benefit acts which are applicable to the Work to be performed;
3. Claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees;
4. Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees;
5. Claims for damages insured by usual personal injury liability coverage;
6. Claims for damages, other than to Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;
7. Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle; Coverage will be at least as broad as Insurance Service Office, Inc., coverage Code "I" "any auto" policy form CA00011293 or equivalent thereof.
8. Claims for bodily injury or property damage arising out of completed operations;
9. Claims involving contractual liability insurance applicable to the Contractor's obligations under the Indemnification Agreement;
10. Claims for injury or damages in connection with one's professional services;
11. Claims involving construction projects while they are in progress. Such insurance shall include coverage for loading and off loading hazards. If any hazardous material, as defined by any local, state or federal authorities are to be transported, MCS 90 endorsement shall be included.

### C.2.1 Commercial General Liability - Minimum Coverage Limits

The Commercial General Liability insurance required herein shall be written for not less than \$2,000,000 limits of liability or ten percent (10%) of the Contract Price, whichever coverage is greater. Any combination between general liability and excess general liability alone amounting to a minimum of \$2,000,000 per occurrence (or 10% per occurrence) and an aggregate of \$4,000,000 (or 20% whichever is greater) in coverage will be acceptable. The Commercial General Liability additional insured endorsement shall be as broad as the Insurance Services, Inc's (ISO) Additional Insured, Form B, CG 20101001, and shall include coverage for CONSULTANT's operations and products, and completed operations.

### C.2.2 General Liability - Minimum Coverage Limits

The General Liability insurance required herein, including, Comprehensive Form, Premises-Operations, Explosion and Collapse, Underground Hazard, Products/Completed Operations, Contractual Insurance, Broad Form Property Damage, Independent Contractors, and Personal Injury shall be written for Bodily Injury and Property Damage Combined shall be written for not less than \$1,000,000 or 10% of the contract cost and with a \$3,000,000 aggregate.

### C.2.3 Automobile Liability

CONSULTANT shall maintain Commercial/Business Automobile Liability insurance with a combined single limit for bodily injury and property damage of not less than \$2,000,000 each occurrence with respect to any owned, hired, and non-owned vehicles assigned to or used in performance of the CONSULTANT's work. Coverage shall be at least as broad as coverage code 1, "any auto", (Insurance Service Office, Inc. Policy Form CA 00011293, or any replacements thereof). Such insurance shall include coverage for loading and off loading hazards if hazardous substances, materials or wastes are to be transported and a MCS 90 endorsement shall be included with coverage limits of \$5,000,000 per accident for bodily injury and property damage.

### C.2.4 Worker's Compensation and Employer's Liability

CONSULTANT shall maintain Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction over CONSULTANT's employees engaged in the performance of the work or services; and, Employer's Liability insurance of not less than \$1,000,000 for each accident, \$1,000,000 disease coverage for each employee, and \$1,000,000 disease policy limit.

In case any work is subcontracted, CONSULTANT will require the Subcontractor to provide Workers' Compensation and Employer's Liability to at least the same extent as required of CONSULTANT.

### C.2.5 Professional Liability

CONSULTANT shall maintain Professional Liability insurance covering acts, errors, mistakes and omissions arising out of the work or services performed by CONSULTANT, or any person employed by CONSULTANT, with the coverage limit of not less than \$1,000,000 per each occurrence