

COB - BOSAIR FORM

09/25/2025 1:48 PM (MST)

Submitted by Andrew.Flagg@pima.gov



BOARD OF SUPERVISORS AGENDA ITEM REPORT (BOSAIR)

All fields are required. Enter N/A if not applicable. For number fields, enter 0 if not applicable.

Record Number: PO CWD PO2500027005

Award Type: Contract

Is a Board Meeting Date Requested? Yes

Requested Board Meeting Date: 10/21/2025

Signature Only:

NO

Procurement Director Award / Delegated Award: • N/A

Supplier / Customer / Grantor / Subrecipient: International Sonoran Desert Alliance

Project Title / Description: Ajo One Stop Service Center

Purpose: Because Community & Workforce Development (CWD) does not have a location or staff in Ajo, direct service in Ajo must be provided by a community partner. International Sonoran Desert Alliance (ISDA) provides a diverse array of services in the remote community of Ajo, in western Pima County. For years, under a variety of small subawards and contracts with Pima County, the nonprofit International Sonoran Desert Alliance (ISDA) has provided an increasingly diverse array of direct services in Ajo, including navigation to rent and utility assistance programs; emergency food assistance; minor home repair; adult literacy; adult basic education, and GED classes; on-the-job training and mentorship; registered apprenticeship opportunities; and community cleanup, blight removal, and invasive plant species removal. Through these programs, over time, ISDA has effectively created a satellite One-Stop in Ajo. This new contract proposes to consolidate these programs into one contract.

Procurement Method: Direct Select for Professional Services: Direct Select per Board of Supervisors Policy D29.6, III-C.

Procurement Method Additional Info: N/A

Program Goals/Predicted Outcomes: Eligible residents in Ajo will be able to obtain navigation services; rent and utility assistance; food assistance; minor home repair; adult literacy; adult basic education, and general equivalency diploma classes; work/study mentorships; and registered apprenticeships. Residents of Ajo will also benefit from community cleanup events.

TO: COB, 10/8/25(1)

VERSION: 0

PAGES: 13

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Public Benefit and Impact:	Individuals in need of services in Ajo will be able to directly access those services without having to travel to a major population center. Increased food and housing stability, workforce participation, and community beautification will benefit the community of Ajo and Pima County as a whole.
Budget Pillar	Improve the quality of life
Support of Prosperity Initiative:	10. Prioritize Workforce Development for Underserved Populations
Provide information that explains how this activity supports the selected Prosperity Initiative	Education and training programs, work/study mentorships, and registered apprenticeship opportunities will increase workforce participation for low-income individuals in Ajo (Policy 10). Additionally, rent and utility assistance and home repair promote housing stability (Policy 3).
Metrics Available to Measure Performance:	Each program contains specific performance measures, including households/individuals served, increases in test scores, courses taught, training hours provided, etc. ISDA will track these metrics and report on them quarterly.
Retroactive:	YES
Retroactive Description:	Retroactive to July 1, 2025. Developing this contract required consolidating multiple, previously separate contracts. Staff worked with ISDA's leadership to develop a consolidated scope of work and budget. ISDA sent the necessary information to complete the revised scope and budget to staff on August 21, 2025. Following revisions and County Attorney review and signature, the first available Board meeting is October 14, 2025. However, due to the package inadvertently being sent to Clerk of the board prior to delivery to Procurement, we are requesting the October 21 Board meeting. If not approved, residents of Ajo in need will not receive direct services in their community.

Contract / Award Information

Record Number: PO CWD PO2500027005

Document Type:	PO
Department Code:	CWD
Contract Number:	PO2500027005
Commencement Date:	07/01/2025
Termination Date:	06/30/2026

Total Expense Amount:

\$220,000.00

Total Revenue Amount:

\$0.00

Funding Source Name(s) Required: General Fund

Funding from General Fund?

YES

If Yes Provide Total General Funds:

\$220,000.00

Percent General Funds 100

Contract is fully or partially funded with Federal Funds?

NO

Were insurance or indemnity clauses modified?

NO

Vendor is using a Social Security Number?

NO

Department: Community & Workforce Development

Name: Andrew Flagg

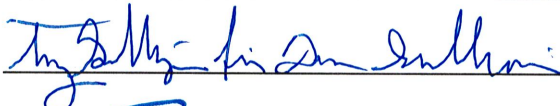
Telephone: (520) 724-8508 / (520) 603-7796

Add Procurement Department Signatures

No

Add GMI Department Signatures

No

Department Director Signature:  Date: 10/3/2025

Deputy County Administrator Signature:  Date: 10/6/2025

County Administrator Signature:  Date: 10/8/2025



DATE: August 25, 2025

TO: Jan Leshner, County Administrator

FROM: Dan Sullivan, Community & Workforce Development Director 

Cc: Carmine DeBonis, Deputy County Administrator
Bruce Collins, Procurement Director

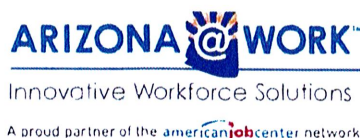
SUBJECT: Request for Direct Selection of Professional Services from International Sonoran Desert Alliance for the Ajo One-Stop Service Center

Pursuant to Board of Supervisors Policy D29.6 III.C – Direct Selection and Procurement Procedure No. PO-50, this memorandum seeks approval to select International Sonoran Desert Alliance to provide for the Ajo One-Stop Service Center.

Background: The community of Ajo lies in western Pima County, far from major population centers. Travel time and expense are major barriers to obtaining services for Ajo residents who need them. Without a location in Ajo that its residents in need can directly access, many if not most of them will be unable to obtain critical government services. Because Community & Workforce Development (CWD) does not have a location or staff in Ajo, direct service in Ajo must be provided by a community partner. For years, under a variety of small subawards and contracts with Pima County, the nonprofit International Sonoran Desert Alliance (ISDA) has provided an increasingly diverse array of direct services in Ajo, including navigation to rent and utility assistance programs; emergency food assistance; minor home repair; adult literacy; adult basic education, and GED classes; on-the-job training and mentorship; registered apprenticeship opportunities; and community cleanup, blight removal, and invasive plant species removal. Through these programs, over time, ISDA has effectively created a satellite One-Stop in Ajo. ISDA is the only organization located in Ajo that is capable of and willing to provide these services.

CWD now proposes to consolidate these programs into one General Fund contract, consistent with the June 13, 2025 Memorandum from County Administrator Jan Leshner entitled "Fiscal Year 2025/26 Final Budget Adoption (Attachment A)". A draft Scope of Services is attached as Attachment B and project budget is attached as Attachment C.

Requested Action: The Community & Workforce Development department requests International Sonoran Desert Alliance to be selected for the Ajo One-Stop Service Center project with a not to exceed amount of \$220,000 for a contract term of one year with four annual



Jan Leshar, County Administrator

Re: Request for Direct Selection of Professional Services from International Sonoran Desert Alliance for the Ajo One-Stop Service Center

August 25, 2025

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extension options of \$220,000 each, pursuant to the Direct Select provisions of Board of Supervisors Policy D29.6, III-C.

AF

Approved as to Form: Bruce D Collins
Bruce Collins
Procurement Director

Date: August 25, 2025

Concur: Carmine DeBonis
Carmine DeBonis, Deputy County Administrator

Date: 08/27/2025

Direct Select Approved: Jan Leshar
Jan Leshar
County Administrator

Date: 8/27/2025



Innovative Workforce Solutions

A proud partner of the americanjobcenter network

Kino Service Center

2797 E. Ajo Way, Tucson, Arizona 85713 • Phone 520-724-7700 • Fax 520-724-6796

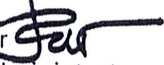
ATTACHMENT A



MEMORANDUM

Date: June 13, 2025

To: The Honorable Chair and Members
Pima County Board of Supervisors

From: Jan Lesker 
County Administrator

Re: Fiscal Year 2025/26 Final Budget Adoption

Background

I submitted the [Fiscal Year \(FY\) 2025/26 Recommended Budget](#) to the Board of Supervisors on April 25, 2025.

The Board tentatively adopted the \$1,753,877,142 combined overall budget on May 20, 2025, as proposed in the Tentative Budget Adoption for Fiscal Year 2025/26 Board of Supervisors [Memorandum](#).

Proposed Changes to the Tentative Adopted Budget

The proposed Final Adopted Budget now includes the adjustments outlined below. Additionally, as approved during the June 3, 2025, Board of Supervisors meeting, it includes an additional \$3,500,000 of funding for the Community & Workforce Development (CWD) department to support Affordable Housing initiatives.

General Fund

Interest earnings of \$3,042,212 from the American Rescue Plan Act (ARPA) funds were made available to free up General Funds for allocation to affordable housing initiatives, as approved at the June 3, 2025, Board of Supervisors meeting. By utilizing these interest funds, we are able to maintain current funding levels while redirecting resources toward this critical priority. In addition, the General Fund contingency was reduced from \$3,139,164 to \$2,681,376, a change of \$457,788.

To consolidate a variety of smaller contracts and recognize actual costs, CWD funding was increased to provide additional, direct support to the International Sonoran Desert Alliance, bringing the total funding amount to \$220,000. To accommodate this change, the General Fund contingency was reduced from \$2,681,376 to \$2,507,040, a reduction of \$174,336.

Including the adjustments above, the General Fund's proposed Final Adopted expenditures total \$817,198,727, a reduction of \$457,788 from the \$817,656,515 approved in the Tentative Adopted Budget.

Special Revenue Fund

CWD, as mentioned above, received an additional \$3,500,000 in funding for Affordable Housing, and their budget was increased accordingly to reflect the use of these funds. To accommodate this change, the Other Special Revenue Fund contingency was reduced from \$40,000,000 to \$36,500,000.

The CWD special revenue fund will now fully reflect the expenses of the Pima Early Education Program, which is transitioning from ARPA grant funding to full funding from the Library District. To support this change, \$2,553,466 in budget allocation was shifted from the Grants fund to the CWD special revenue fund, ensuring the full \$10,000,000 in budget authority for the County's portion of funding is appropriated for the program. To accommodate this change, the Grants contingency was reduced from \$65,000,000 to \$62,446,534.

Including the adjustments above, the Special Revenue Fund's proposed final adopted expenditures of \$508,494,449 remain unchanged from the amount approved in the Tentative Adopted Budget.

Recommendation

I recommend the Board of Supervisors adopt the proposed Final Fiscal Year 2025/26 Budget amounts and tax rates as outlined in the table below. These amounts and property tax rates are those resulting from the Board's action at the adoption of the overall Tentative Adopted Budget on May 20, 2025, and are reflected in the attached Arizona Auditor General prescribed schedules.

FY 2025/26 Proposed Final Adopted Expenditure Budgets and Tax Rates		
Fiscal Year 2025/26 Budget	Budgeted Expenditures	Tax Rate
Total County Budget	\$1,753,419,354	\$5.2317
Primary Property Tax:		
General Fund Primary	817,198,727	\$4.2299
Secondary Property Taxes:		
County Free Library District	58,700,101	\$0.5579
Regional Flood Control District	18,379,495	\$0.3289
Debt Service	105,877,442	\$0.1150
Special Taxing District:		
Stadium District	\$9,875,827	--

The Honorable Chair and Members, Pima County Board of Supervisors
Re: **Fiscal Year 2025/26 Final Budget Adoption**
June 13, 2025
Page 3

JKL/dym

Attachment

c: Carmine DeBonis, Jr., Deputy County Administrator
Steve Holmes, Deputy County Administrator
Art Cuaron, Director, Finance and Risk Management Department
Andy Welch, Deputy Director, Finance and Risk Management
Xavier Rendon, Budget Division Manager, Finance and Risk Management
Monica Perez, Chief of Staff, County Administrator's Office

Attachment B
Draft Scope of Services – Ajo One-Stop Service Center

Exhibit A – Scope of Services (3 pages)

1. **Project Overview.** The Ajo One Stop Service Center represents an aggregation of the continuum of supportive services that Contractor has offered in the unincorporated community of Ajo and western Pima County for the past 18 years. The continuum of services includes but is not limited to: navigator assistance for individuals and households seeking food, rent or utility assistance; adult literacy, basic education and GED classes; job training opportunities, internships, and a registered apprenticeship program; Volunteer Income Tax Assistance; and minor home repair / weatherization services. Contractor also offers access to affordable housing through the Curley School Artisan Apartments and entrepreneur support through the Ajo Business Support Center.
2. **Program Activities.** Contractor will provide the following services:
 - 2.1. **Resource Navigation.**
 - 2.1.1. **Scope.** Contractor will offer navigator appointments to assist clients with beginning an application for supportive services, emailing/faxing supporting documents, completing phone interviews, and answering general questions.
 - 2.1.2. **Outcomes.** Contractor will offer 1,200 navigator appointments per year.
 - 2.2. **Utility Assistance Navigation.**
 - 2.2.1. **Scope.** Contractor will assist clients in submitting rent and utility assistance applications for the following programs/agencies (eligibility to be determined based on the applicable program):
 - 2.2.1.1. Low Income Home Energy Assistance Program (LIHEAP)
 - 2.2.1.2. Home Energy Assistance Fund (HEAF)
 - 2.2.1.3. United Way
 - 2.2.1.4. Ajo Improvement Company
 - 2.2.2. **Outcomes.** Contractor will complete 180 applications per year.
 - 2.3. **Emergency Food Assistance.**
 - 2.3.1. **Scope.** Contractor will offer emergency food assistance to clients who self-identify as being food insecure.
 - 2.3.2. **Outcomes.** 160 unduplicated households will received food pantry assistance weekly. Approximately 20,000 pounds of food will be distributed annually.
 - 2.4. **Home Repair and Weatherization.**
 - 2.4.1. **Scope.** Contractor will perform minor home repair and weatherization services for homeowners with household incomes at or below 200% of the Federal Poverty Limit.
 - 2.4.2. **Outcomes.** Contractor will complete 8 or more projects per year.

Attachment B
Draft Scope of Services – Ajo One-Stop Service Center

2.5. Adult Literacy, Adult Basic Education, and General Equivalency Diploma Classes.

- 2.5.1. **Scope.** Contractor will offer in-person and virtual Adult Literacy, Adult Basic Education, and General Equivalency Diploma (GED) classes.
- 2.5.2. **Outcomes.** Contractor will offer 200 days of instruction to 25 students per year. 60% of students will show an increase of one grade level and/or demonstrate an increase in GED-ready test scores of 10 or more points. 50% of students will pass one or more GED subject tests, and 1 or more students will complete all requisites necessary to receive a GED credential.

2.6. Work/Study Mentorships.

- 2.6.1. **Scope.** Contractor will provide work/study mentorships to prepare disconnected youth and their families with workforce opportunities. Work/study mentorships will consist of 300 hours of pre-employment training and on-the-job mentorship.
- 2.6.2. **Outcomes.** Contractor will provide 3 unduplicated individuals with work/study mentorships. All participants will demonstrate increased job readiness and social competence based on supervisor and self-evaluations.

2.7. Registered Apprenticeships.

- 2.7.1. **Scope.** Contractor will offer a registered apprenticeship in Building Maintenance & Repair. The program will include 1,500 hours of on-the-job training and related instruction each year, which will count toward earning a 4,000-hour journey credential.
- 2.7.2. **Outcomes.** Contractor will serve 2 unduplicated individuals with registered apprenticeship opportunities.

2.8. Community Cleanup.

- 2.8.1. **Scope.** Contractor will organize and lead community cleanup, blight removal, and invasive plant species interventions for community-wide benefit.
- 2.8.2. **Outcomes.** Contractor will coordinate a minimum of 4 of these events per year. These events will remove at least 4,000 pounds of garbage, repaint at least 1,000 square feet of wall space, and remove invasive plant species from at least 10 unduplicated lots.

3. Reporting. Contractor will provide County quarterly reports (due January 15, April 15, July 15, and October 15) including the following information by program.

- 3.1. **Resource Navigation:** number of appointments scheduled in the preceding quarter.
- 3.2. **Utility Assistance Navigation:** number of applications completed in the preceding quarter.

Attachment B
Draft Scope of Services – Ajo One-Stop Service Center

- 3.3. **Emergency Food Assistance:** number of unduplicated households served and pounds of food distributed in the preceding quarter.
- 3.4. **Home Repair and Weatherization:** number of projects completed in the preceding quarter.
- 3.5. **Adult Literacy, Adult Basic Education, and GED Classes:** for the preceding quarter, days of instruction and students served; number of students showing an increase in one grade level or 10-or-more point increase in GED-ready test scores; number of students who passed one or more GED subject tests; and number of students completing all requisites necessary to receive a GED credential.
- 3.6. **Work/Study Mentorships.** Number of unduplicated individuals served with work/study mentorships in the preceding quarter and any supervisor-reported or self-reported increases in job readiness and social competence based.
- 3.7. **Registered Apprenticeships.** Number of unduplicated individuals served with registered apprenticeships in the preceding quarter.
- 3.8. **Community Cleanup.** For the preceding quarter, number of events held, pounds of garbage cleaned up, square feet of wall space painted, and number of unduplicated lots from which invasive plant species were removed.

Pima County Department of Community & Workforce Development

Project: Ajo One Stop Service Center

Contractor: International Sonoran Desert Alliance

Amount: \$220,000.00

Contract No.: PO2500027005

Funding: General Fund

PROFESSIONAL SERVICES CONTRACT

1. Parties and Background.

- 1.1. Parties. This Contract is between Pima County, a body politic and corporate of the State of Arizona ("County"), and International Sonoran Desert Alliance ("Contractor").
- 1.2. Authority. County selected Contractor pursuant to and consistent with Board of Supervisors Policy D29.6.III.C – Direct Selection.

2. Term.

- 2.1. Initial Term. The term of this Contract commences on July 1, 2025 and will terminate on June 30, 2026 ("Initial Term"). "Term," when used in this Contract, means the Initial Term plus any exercised extension options under Section 2.2. If the commencement date of the Initial Term is before the signature date of the last party to execute this Contract, the parties will, for all purposes, deem the Contract to have been in effect as of the commencement date.
- 2.2. Extension Options. County may renew this Contract for up to four (4) additional periods of up to 1 year each (each an "Extension Option"). An Extension Option will be effective only upon execution by the Parties of a formal written amendment.

3. Scope of Services. Contractor will provide County with the services described in **Exhibit A** (3 pages), at the dates and times described on **Exhibit A** or, if **Exhibit A** contains no dates or time frames, then upon demand. The Services must comply with all requirements and specifications in the Solicitation.

4. Key Personnel. Contractor will employ suitably trained and skilled professional personnel to perform all consultant services under this Contract. Prior to changing any key personnel, especially those key personnel County relied upon in making this Contract, Contractor will obtain the approval of County. The key personnel include the following staff:

Aaron Cooper

5. Compensation and Payment.

- 5.1. Rates; Adjustment. County will pay Contractor at the rates set forth in **Exhibit B** (1 page). Those rates will remain in effect during an Extension Option period unless

Contractor, at least 90 days before the end of the then-existing Term, or at the time the County informs Contractor that the County intends to extend the Term, if that is earlier, notifies County in writing of any adjustments to those rates, and the reasons for the adjustments.

- 5.2. Maximum Payment Amount. County's total payments to Contractor under this Contract, including any sales taxes, may not exceed \$220,000.00 (the "NTE Amount"). The NTE Amount can only be changed by a formal written amendment executed by the Parties. Contractor is not required to provide any services, payment for which will cause the County's total payments under this Contract to exceed the NTE Amount; if Contractor does so, it is at the Contractor's own risk.
- 5.3. Sales Taxes. The payment amounts or rates in **Exhibit B** do not include sales taxes. Contractor may invoice County for sales taxes that Contractor is required to pay under this Contract. Contractor will show sales taxes as a separate line item on invoices.
- 5.4. Timing of Invoices. Contractor will invoice County on a monthly basis unless a different billing period is set forth in **Exhibit B**. County must receive invoices no more than 30 days after the end of the billing period in which Contractor delivered the invoiced products or services to County. County may refuse to pay for any product or service for which Contractor does not timely invoice the County and, pursuant to A.R.S. § 11-622(C), will not pay for any product or service invoiced more than 6-months late.
- 5.5. Content of Invoices. Contractor will include detailed documentation in support of its invoices and assign each amount billed to an appropriate line item.
- 5.6. Invoice Adjustments. County may, at any time during the Term and during the retention period set forth in Section 22 below, question any payment under this Contract. If County raises a question about the propriety of a past payment, Contractor will cooperate with County in reviewing the payment. County may set-off any overpayment against amounts due to Contractor under this or any other contract between County and Contractor. Contractor will promptly pay to County any overpayment that County cannot recover by set-off.
6. **Insurance.** Contractor will procure and maintain at its own expense insurance policies (the "**Required Insurance**") satisfying the below requirements (the "**Insurance Requirements**") until all its obligations under this Contract have been met. The below Insurance Requirements are minimum requirements for this Contract and in no way limit Contractor's indemnity obligations under this Contract. The County in no way warrants that the required insurance is sufficient to protect the Contractor for liabilities that may arise from or relate to this Contract. If necessary, Contractor may obtain commercial umbrella or excess insurance to satisfy the Insurance Requirements.
 - 6.1. Insurance Coverages and Limits: Contractor will procure and maintain, until all its obligations have been discharged, coverage with limits of liability not less than those stated below. Coverage must be placed with insurers acceptable to the County with A.M. Best rating of not less than A-VII, unless otherwise approved by the County.

- 6.1.1. Commercial General Liability (CGL) – Occurrence Form with limits not less than \$2,000,000 Each Occurrence and \$2,000,000 General Aggregate. Policy shall include coverage for liability arising from premises, operations, independent contractors, personal injury, bodily injury, broad form contractual liability and products-completed operations. Any standard coverages excluded from the CGL policy, such as products/completed operations, etc. shall be covered by endorsement or separate policy and documented on the Certificates of Insurance.
- 6.1.2. Business Automobile Liability – Coverage for bodily injury and property damage on any owned, leased, hired, and/or non-owned autos assigned to or used in the performance of this Contract with minimum limits not less than \$1,000,000 Each Accident.
- 6.1.3. Workers' Compensation and Employers' Liability – Statutory coverage for Workers' Compensation. Workers' Compensation statutory coverage is compulsory for employers of one or more employees. Employers Liability coverage with limits of \$1,000,000 each accident and \$1,000,000 each employee – disease.
- 6.1.4. Professional Liability (E & O) Insurance – This insurance is required for work from professionals whose coverage is excluded from the above CGL policy. The policy limits shall be not less than \$2,000,000 Each Claim and \$2,000,000 Annual Aggregate. The insurance shall cover professional misconduct or negligent acts of anyone performing any services under this contract.
- 6.2. Additional Coverage Requirements:
 - 6.2.1. Claims Made Coverage: If any part of the Required Insurance is written on a claims-made basis, any policy retroactive date must precede the effective date of this Contract, and Contractor must maintain such coverage for a period of not less than three (3) years following Contract expiration, termination or cancellation.
 - 6.2.2. Additional Insured Endorsement: The General Liability, Business Automobile Liability and Technology E&O Policies shall each be endorsed to include Pima County, its departments, districts, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor.
 - 6.2.3. Subrogation Endorsement: The General Liability, Business Automobile Liability, Workers' Compensation and Technology E&O Policies shall each contain a waiver of subrogation endorsement in favor of Pima County, and its departments, districts, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.
 - 6.2.4. Primary Insurance Endorsement: The Required Insurance policies must stipulate that they are primary and that any insurance carried by County, or its agents, officials, or employees, is excess and not contributory insurance.
 - 6.2.5. The Required Insurance policies may not obligate County to pay any portion

of Contractor's deductible or Self Insurance Retention (SIR).

- 6.2.6. Subcontractors: Contractor must either (a) include all subcontractors as additional insureds under its Required Insurance policies, or (b) require each subcontractor to separately meet all Insurance Requirements and verify that each subcontractor has done so, Contractor must furnish, if requested by County, appropriate insurance certificates for each subcontractor. Contractor must obtain County's approval of any subcontractor request to modify the Insurance Requirements as to that subcontractor.

6.3. Notice of Cancellation:

Contractor must notify County, within two (2) business days of Contractor's receipt of notice from an insurer, if any Required Insurance policy is suspended, voided, or cancelled for any reason. Notice must include the Pima County project or contract number and project description.

6.4. Verification of Coverage:

- 6.4.1. Contractor must furnish County with a certificate of insurance (valid ACORD form or equivalent approved by Pima County) for each Required Insurance policy, which must specify that the policy has all the required endorsements, and must include the Pima County project or contract number and project description. Each certificate must be signed by an authorized representative of the insurer.

- 6.4.2. County may at any time require Contractor to provide a complete copy of any Required Insurance policy or endorsement. Note: Contractors for larger projects must provide actual copies of the additional insured and subrogation endorsements.

- 6.4.3. Contractor must provide the certificates to County before work commences. Each Required Insurance policy must be in effect at least 10 days before work under this Contract commences. Contractor must provide County a renewal certificate not less than 15 days prior to a Required Insurance policy's expiration date. Failure to maintain the Required Insurance policies, or to provide evidence of renewal, is a material breach of this Contract.

- 6.4.4. All insurance certificates must be sent directly to the appropriate County Department.

6.5. Approval and Modifications:

The Pima County Risk Manager may modify the Insurance Requirements at any point during the Term of this Contract. This can be done administratively, with written notice from the Risk Manager and does not require a formal Contract amendment. Neither the County's failure to obtain a required insurance certificate or endorsement, the County's failure to object to a non-complying insurance certificate or endorsement, nor the County's receipt of any other information from the Contractor, its insurance broker(s) and/or insurer(s), constitutes a waiver of any of the Insurance Requirements.

7. **Indemnification.** To the fullest extent permitted by law, Contractor will defend, indemnify, and hold harmless Pima County and any related taxing district, and the officials and employees of each of them (collectively, "Indemnatee") from and against any and all claims, actions, liabilities, losses, and expenses (including reasonable attorney fees) (collectively, "Claims") arising out of actual or alleged injury of any person (including death) or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by any act or omission of Contractor or any of Contractor's directors, officers, agents, employees, volunteers, or subcontractors. This indemnity includes any claim or amount arising or recovered under the Workers' Compensation Law or arising out of the failure of Contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. The Indemnatee will, in all instances, except for Claims arising solely from the acts or omissions of the Indemnatee, be indemnified by Contractor from and against any and all Claims. Contractor is responsible for primary loss investigation, defense and judgment costs for any Claim to which this indemnity applies. This indemnity will survive the expiration or termination of this Contract.
8. **Laws and Regulations.**
- 8.1. Compliance with Laws. Contractor will comply with all federal, state, and local laws, rules, regulations, standards and Executive Orders.
- 8.2. Licensing. Contractor warrants that it is appropriately licensed to provide the services under this Contract and that its subcontractors will be appropriately licensed.
- 8.3. Choice of Law; Venue. The laws and regulations of the State of Arizona govern the rights and obligations of the parties under this Contract. Any action relating to this Contract must be filed and maintained in the appropriate court of the State of Arizona in Pima County.
9. **Independent Contractor.** Contractor is an independent contractor. Neither Contractor, nor any of Contractor's officers, agents or employees will be considered an employee of Pima County for any purpose or be entitled to receive any employment-related benefits, or assert any protections, under the Pima County Merit System. Contractor is responsible for paying all federal, state and local taxes on the compensation received by Contractor under this Contract and will indemnify and hold County harmless from any and all liability that County may incur because of Contractor's failure to pay such taxes.
10. **Subcontractors.** Contractor is 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 its own employees. Nothing in this Contract creates 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.
11. **Assignment.** Contractor may not assign its rights or obligations under this Contract, in whole or in part, without the County's prior written approval. County may withhold approval at its sole discretion.
12. **Non-Discrimination.** Contractor will comply with all provisions and requirements of Arizona Executive Order 2009-09, which is hereby incorporated into this contract, including flow-down of all provisions and requirements to any subcontractors. During the performance of

this Contract, Contractor will not discriminate against any employee, client or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin.

13. **Americans with Disabilities Act.** Contractor will comply with Title II of the Americans with Disabilities Act (Public Law 110-325, 42 U.S.C. §§ 12101-12213) and the federal regulations for Title II (28 CFR Part 35).
14. **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 will not be liable to Contractor or any third party by reason of such determination or by reason of this Contract.
15. **Full and Complete Performance.** The failure of either party to insist, in one or more instances, upon the other party's complete and satisfactory performance under this Contract, or to take any action based on the other party's failure to completely and satisfactorily perform, is not a waiver of that party's right to insist upon complete and satisfactory performance, or compliance with any other covenant or condition in this Contract, 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 is not an accord and satisfaction.
16. **Cancellation for Conflict of Interest.** This Contract is subject to cancellation for conflict of interest pursuant to A.R.S. § 38-511, the pertinent provisions of which are incorporated into this Contract by reference.
17. **Termination by County.**
 - 17.1. Without Cause. County may terminate this Contract at any time without cause by notifying Contractor, in writing, at least 30 days before the effective date of the termination. In the event of such termination, County's only obligation to Contractor will be payment for services rendered prior to the date of termination.
 - 17.2. With Cause. County may terminate this Contract at any time without advance notice and without further obligation to County when County finds Contractor to be in default of any provision of this Contract.
 - 17.3. Non-Appropriation. Notwithstanding any other provision in this Contract, County may terminate this Contract 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 will have no further obligation to Contractor, other than to pay for services rendered prior to termination.
18. **Notice.** Any notice required or permitted to be given under this Contract must be in writing and be served by personal delivery or by certified mail upon the other party as follows:

County:

Dan Sullivan, Director
2797 E Ajo Way, Third Floor
Tucson, AZ 85713

Contractor:

Aaron Cooper, Executive Director
38 N Plaza St
Ajo, AZ 85321

19. **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.
20. **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 is cumulative and in addition to any other right or remedy existing at law or at equity or by virtue of this Contract.
21. **Severability.** Each provision of this Contract stands alone, and any provision of this Contract found to be prohibited by law will be ineffective to the extent of such prohibition without invalidating the remainder of this Contract.
22. **Books and Records.** Contractor will keep and maintain proper and complete books, records and accounts, which will be open at all reasonable times for inspection and audit by duly authorized representatives of County. In addition, Contractor will retain all records relating to this Contract for at least five (5) years after its expiration or termination or, if later, until any related pending proceeding or litigation has concluded.
23. **Public Records.**
 - 23.1. **Disclosure.** Pursuant to A.R.S. § 39-121 et seq., and A.R.S. § 34-603(H) in the case of construction or Architectural and Engineering services procured under A.R.S. Title 34, Chapter 6, all documents submitted in response to the solicitation resulting in award of this Contract, including, but not limited to, pricing schedules, product specifications, work plans, and any supporting documents, are public records. As such, those documents are subject to release and/or review by the general public upon request, including competitors.
 - 23.2. **Records Marked Confidential; Notice and Protective Order.** If Contractor reasonably believes that some of those records contain proprietary, trade-secret or otherwise-confidential information, Contractor must prominently mark those records "CONFIDENTIAL." In the event a public-records request is submitted to County for records marked CONFIDENTIAL, County will notify Contractor of the request as soon as reasonably possible. County will release the records 10 business days after the date of that notice, unless Contractor has, within that period, secured an appropriate order from a court of competent jurisdiction, enjoining the release of the records. County will not, under any circumstances, be responsible for securing such an order, nor will County be in any way financially responsible for any costs associated with securing such an order.
24. **Legal Arizona Workers Act Compliance.**
 - 24.1. **Compliance with Immigration Laws.** Contractor hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to its employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Contractor will further ensure that each subcontractor who performs any work for Contractor under this Contract likewise complies with the State and Federal Immigration Laws.

24.2. Books & Records. County has 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.

24.3. Remedies for Breach of Warranty. 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, is 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 will 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, as soon as possible so as not to delay project completion. Any additional costs attributable directly or indirectly to such remedial action are the responsibility of Contractor.

24.4. Subcontractors. Contractor will advise each subcontractor of County's rights, and the subcontractor's obligations, under this Section 24 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 is a material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract."

25. **Grant Compliance**. Not applicable.

26. **Israel Boycott Certification**. Pursuant to A.R.S. § 35-393.01, if Contractor engages in for-profit activity and has 10 or more employees, and if this Contract has a value of \$100,000.00 or more, Contractor certifies it is not currently engaged in, and agrees for the duration of this Contract to not engage in, a boycott of goods or services from Israel. This certification does not apply to a boycott prohibited by 50 U.S.C. § 4842 or a regulation issued pursuant to 50 U.S.C. § 4842.

27. **Forced Labor of Ethnic Uyghurs**. Pursuant to A.R.S. § 35-394, if Contractor engages in for-profit activity and has 10 or more employees, Contractor certifies it is not currently using, and agrees for the duration of this Contract to not use (1) the forced labor of ethnic Uyghurs in the People's Republic of China; (2) any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; and (3) any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China. If Contractor becomes aware during the term of the Contract that Contractor is not in compliance with A.R.S. § 35-394, Contractor must notify the County within five business days and provide a written certification to County regarding compliance within one hundred eighty days.

28. **Heat Injury and Illness Prevention and Safety Plan.** Pursuant to Pima County Procurement Code 11.40.030, Contractor hereby warrants that if Contractor's employees perform work in an outdoor environment under this Contract, Contractor will keep on file a written Heat Injury and Illness Prevention and Safety Plan. At County's request, Contractor will provide a copy of this plan and documentation of heat safety and mitigation efforts implemented by Contractor to prevent heat-related illnesses and injuries in the workplace. Contractor will post a copy of the Heat Injury and Illness Prevention and Safety Plan where it is accessible to employees. Contractor will further ensure that each subcontractor who performs any work for Contractor under this Contract complies with this provision.
29. **Amendment.** The parties may modify, amend, alter or extend this Contract only by a written amendment signed by the parties.
30. **Entire Agreement.** This document constitutes the entire agreement between the parties pertaining to the subject matter it addresses, and this Contract supersedes all prior or contemporaneous agreements and understandings, oral or written.

This agreement will become effective when all parties have signed it. The effective date of the agreement will be the date this agreement is signed by the last party (as indicated by the date associated with that party's signature).

PIMA COUNTY

Chair, Board of Supervisors

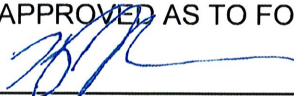
Date

ATTEST

Clerk of the Board

Date

APPROVED AS TO FORM



Deputy County Attorney

Kyle Johnson

Print DCA Name

9/2/2025

Date

CONTRACTOR



Authorized Officer Signature

Aaron Cooper, Executive Director

Printed Name and Title

9/25/2025

Date

APPROVED AS TO CONTENT



Department Head

9.25.25

Date

Exhibit A (3 pages)
Scope of Services

1. **Project Overview.** The Ajo One Stop Service Center represents an aggregation of the continuum of supportive services that Contractor has offered in the unincorporated community of Ajo and western Pima County for the past 18 years. The continuum of services includes but is not limited to: navigator assistance for individuals and households seeking food, rent or utility assistance; adult literacy, basic education and GED classes; job training opportunities, internships, and a registered apprenticeship program; Volunteer Income Tax Assistance; and minor home repair / weatherization services. Contractor also offers access to affordable housing through the Curley School Artisan Apartments and entrepreneur support through the Ajo Business Support Center.
2. **Program Activities.** Contractor will provide the following services:
 - 2.1. **Resource Navigation.**
 - 2.1.1. **Scope.** Contractor will offer navigator appointments to assist clients with beginning an application for supportive services, emailing/faxing supporting documents, completing phone interviews, and answering general questions.
 - 2.1.2. **Outcomes.** Contractor will offer 1,200 navigator appointments per year.
 - 2.2. **Utility Assistance Navigation.**
 - 2.2.1. **Scope.** Contractor will assist clients in submitting rent and utility assistance applications for the following programs/agencies (eligibility to be determined based on the applicable program):
 - 2.2.1.1. Low Income Home Energy Assistance Program (LIHEAP)
 - 2.2.1.2. Home Energy Assistance Fund (HEAF)
 - 2.2.1.3. United Way
 - 2.2.1.4. Ajo Improvement Company
 - 2.2.2. **Outcomes.** Contractor will complete 180 applications per year.
 - 2.3. **Emergency Food Assistance.**
 - 2.3.1. **Scope.** Contractor will offer emergency food assistance to clients who self-identify as being food insecure.
 - 2.3.2. **Outcomes.** 160 unduplicated households will received food pantry assistance weekly. Approximately 20,000 pounds of food will be distributed annually.
 - 2.4. **Home Repair and Weatherization.**
 - 2.4.1. **Scope.** Contractor will perform minor home repair and weatherization services for homeowners with household incomes at or below 200% of the Federal Poverty Limit.
 - 2.4.2. **Outcomes.** Contractor will complete 8 or more projects per year.
 - 2.5. **Adult Literacy, Adult Basic Education, and General Equivalency Diploma Classes.**
 - 2.5.1. **Scope.** Contractor will offer in-person and virtual Adult Literacy, Adult Basic Education, and General Equivalency Diploma (GED) classes.

- 2.5.2. **Outcomes.** Contractor will offer 200 days of instruction to 25 students per year. 60% of students will show an increase of one grade level and/or demonstrate an increase in GED-ready test scores of 10 or more points. 50% of students will pass one or more GED subject tests, and 1 or more students will complete all requisites necessary to receive a GED credential.

2.6. **Work/Study Mentorships.**

- 2.6.1. **Scope.** Contractor will provide work/study mentorships to prepare disconnected youth and their families with workforce opportunities. Work/study mentorships will consist of 300 hours of pre-employment training and on-the-job mentorship.
- 2.6.2. **Outcomes.** Contractor will provide 3 unduplicated individuals with work/study mentorships. All participants will demonstrate increased job readiness and social competence based on supervisor and self-evaluations.

2.7. **Registered Apprenticeships.**

- 2.7.1. **Scope.** Contractor will offer a registered apprenticeship in Building Maintenance & Repair. The program will include 1,500 hours of on-the-job training and related instruction each year, which will count toward earning a 4,000-hour journey credential.
- 2.7.2. **Outcomes.** Contractor will serve 2 unduplicated individuals with registered apprenticeship opportunities.

2.8. **Community Cleanup.**

- 2.8.1. **Scope.** Contractor will organize and lead community cleanup, blight removal, and invasive plant species interventions for community-wide benefit.
- 2.8.2. **Outcomes.** Contractor will coordinate a minimum of 4 of these events per year. These events will remove at least 4,000 pounds of garbage, repaint at least 1,000 square feet of wall space, and remove invasive plant species from at least 10 unduplicated lots.

3. **Reporting.** Contractor will provide County quarterly reports (due January 15, April 15, July 15, and October 15) including the following information by program.

- 3.1. **Resource Navigation:** number of appointments scheduled in the preceding quarter.
- 3.2. **Utility Assistance Navigation:** number of applications completed in the preceding quarter.
- 3.3. **Emergency Food Assistance:** number of unduplicated households served and pounds of food distributed in the preceding quarter.
- 3.4. **Home Repair and Weatherization:** number of projects completed in the preceding quarter.
- 3.5. **Adult Literacy, Adult Basic Education, and GED Classes:** for the preceding quarter, days of instruction and students served; number of students showing an increase in one grade level or 10-or-more point increase in GED-ready test scores; number of students who passed one or more GED subject tests; and number of students completing all requisites necessary to receive a GED credential.
- 3.6. **Work/Study Mentorships.** Number of unduplicated individuals served with work/study mentorships in the preceding quarter and any supervisor-reported or self-reported increases in job readiness and social competence based.

- 3.7. **Registered Apprenticeships.** Number of unduplicated individuals served with registered apprenticeships in the preceding quarter.
- 3.8. **Community Cleanup.** For the preceding quarter, number of events held, pounds of garbage cleaned up, square feet of wall space painted, and number of unduplicated lots from which invasive plant species were removed.
4. **Protection of Personally Identifying Information.** Contractor will:
- 4.1. Create and securely maintain accurate client records detailing eligibility determinations and services provided.
 - 4.2. Implement and maintain reasonable administrative, physical, and technological safeguards designed to protect personally identifying information ("PII") against unauthorized access, disclosure, alteration, or destruction.
 - 4.3. Limit access to PII to those individuals who have a legitimate business need to access such information and ensure that those individuals are aware of and subject to the confidentiality requirements of this Contract.
 - 4.4. Not use or disclose PII except as necessary to perform Contractor's obligations under this Contract or as otherwise required by law.
5. **Fingerprint Clearance Cards.** All staff and contractors working directly with clients must have Level 1 Fingerprint Clearance and have successfully completed an Arizona Central Registry Clearance Background Check through the Arizona Department of Public Safety. Contractor must maintain copies of fingerprint clearance cards for all staff and contractors working directly with clients.

Exhibit B (1 page)
Rates

County will reimburse Contractor's expenses in accordance with the budget set forth below:

Personnel (salary & fringe)	\$168,000
Materials & Supplies	\$13,500
Professional Services	\$1,000
Travel	\$1,500
Operating Expenses	\$7,500
Rent & Utilities	\$8,500
Subtotal (Direct Cost)	\$200,000
Indirect	\$20,000
Contract Total	\$220,000