



BOARD OF SUPERVISORS AGENDA ITEM REPORT  
AWARDS / CONTRACTS / GRANTS

Award  Contract  Grant

Requested Board Meeting Date: 01/21/25

\* = Mandatory, information must be provided

or Procurement Director Award:

**\*Contractor/Vendor Name/Grantor (DBA):**

Hale International Recruitment US LLC

**\*Project Title/Description:**

Hale Finance and Human Resources Staffing Consulting Services Agreement

**\*Purpose:**

To provide professional services with expertise in processing Workday financial and human resources transactions, creation of procedure documentation specific to Workday and County rules and processes. This serves as a transition between systems to assist the department and build expertise. Specific areas of focus include Adaptive Planning (Budget) and human resources assistance with leave processes.

This contract is departmental blanket – single supplier, and individual staff will be identified with specific expertise, cost, and dates of service via an individual purchase order and scope of service.

**\*Procurement Method:**

Direct Select, Board of Supervisors Policy D29.6 III.C – Direct Selection and Procurement Procedure No. PO-50

**\*Program Goals/Predicted Outcomes:**

To create procedure documentation, review configuration to facilitate financial tasks including budget planning and human resources work with leave management within the new Workday system.

**\*Public Benefit:**

This contract ensures that adequate staffing with expertise is available for critical business functions where existing staff are new to the county, or in process of hiring, or do not yet have adequate training to perform.

**\*Metrics Available to Measure Performance:**

This contract will be subject to the standard consultant performance evaluation to confirm staffing effectiveness with purpose of contract

**\*Retroactive:**

No

TO: COB, 1-15-2025 (1)  
Vers.: 6  
pgs.: 7

THE APPLICABLE SECTION(S) BELOW MUST BE COMPLETED

Click or tap the boxes to enter text. If not applicable, indicate "N/A". Make sure to complete mandatory (\*) fields

Contract / Award Information

Document Type: SC Department Code: FN Contract Number (i.e., 15-123): 2500000019
Commencement Date: 1/21/25 Termination Date: 1/20/2026 Prior Contract Number (Synergen/CMS): N/A
Expense Amount \$ 250,000 \* Revenue Amount: \$

\*Funding Source(s) required: General Fund

Funding from General Fund? Yes No If Yes \$ 250,000 % 100
Contract is fully or partially funded with Federal Funds? Yes No
If Yes, is the Contract to a vendor or subrecipient?
Were insurance or indemnity clauses modified? Yes No
If Yes, attach Risk's approval.
Vendor is using a Social Security Number? Yes No
If Yes, attach the required form per Administrative Procedure 22-10.

Amendment / Revised Award Information

Document Type: Department Code: Contract Number (i.e., 15-123):
Amendment No.: AMS Version No.:
Commencement Date: New Termination Date:
Prior Contract No. (Synergen/CMS):
Expense Revenue Increase Decrease
Amount This Amendment: \$
Is there revenue included? Yes No If Yes \$
\*Funding Source(s) required:
Funding from General Fund? Yes No If Yes \$ %

Grant/Amendment Information (for grants acceptance and awards)

Award Amendment

Document Type: Department Code: Grant Number (i.e., 15-123):
Commencement Date: Termination Date: Amendment Number:
Match Amount: \$ Revenue Amount: \$
\*All Funding Source(s) required:
\*Match funding from General Fund? Yes No If Yes \$ %
\*Match funding from other sources? Yes No If Yes \$ %
\*Funding Source:
\*If Federal funds are received, is funding coming directly from the Federal government or passed through other organization(s)?

Contact: Andy Welch

Department: Finance and Risk Management

Telephone:

Department Director Signature: Ellen Moulton

Small text: I hereby certify that the information provided is true and correct.

Date:

Deputy County Administrator Signature:

Date: 1-15-2025

County Administrator Signature:

Date: 1/15/2025



**PIMA COUNTY**

**DATE:** January 13, 2025

**TO:** Jan Leshar, County Administrator

**FROM:** Art Cuaron, Finance & Risk Management Director  
Cathy Bohland, Human Resources Director

**Cc:** Steve Holmes, Deputy County Administrator  
Terri Spencer, Procurement Director

**SUBJECT:** Request for Direct Selection of Professional Services from Hale International for Workday Consultant Staffing Services

Pursuant to Board of Supervisors Policy D29.6 III.C – Direct Selection and Procurement Procedure No. PO-50, this memorandum seeks approval to select Hale International to provide Workday Consultant Staffing Services. This contract will require Board of Supervisors approval.

**Background:** Pima County has recently implemented the Phase 2 Human Capital Management (HCM) Workday Enterprise Resource Planning (ERP) software system. This implementation completes the past two years of significant work by internal staff within Payroll Administration, Budget, and Human Resources Administration. Hale International has as needed staffing with Workday expertise paired with finance and human resources knowledge that will provide our staff with support and depth to administer the new payroll, budget, and human resources systems. The intent is for expertise with Workday and best financial and human resources knowledge to assist during the transition with these highly integrated business processes.

**Requested Action:** The Finance & Risk Management Department and Human Resources Department requests Hale International to be selected for Workday Consultant Staffing Services with a not to exceed amount of \$250,000 for a contract term of one year which will be funded by general fund.

Initials EM/nc

Approved as to Form:   
Terri Spencer  
Procurement Director

Date: 1/13/2025

Concur:   
Steve Holmes, DCA

Date: 1-15-2025

Direct Select Approved:   
Jan Leshar  
County Administrator

Date: 1/15/2025



## HALE FINANCE AND HUMAN RESOURCES STAFFING CONSULTING SERVICES AGREEMENT

This Hale Finance and Human Resources Staffing Consulting Services Agreement (“Agreement” or “Contract”) is made and entered into as of the 21<sup>st</sup> day of January, 2025 (the “Effective Date”) by and between Pima County, a political subdivision of the State of Arizona, with its principal place of business located at 115 N Church Avenue, Suite 231, Tucson, AZ 85701 (“Client” or “County”) and Hale International Recruitment US LLC, including its affiliates having executed a statement of work hereunder, (“Hale” or “Contractor”) with its principal place of business located at 900 Cummings Center, Suite 326T, Beverly, MA 01915. Hale will provide professional consulting services and resulting work product (“Services”) under SC2500000019 (“SC Number”) as agreed to herein between the parties and as set forth in a mutually agreed upon statement of services, statement of work, work order, or other assignment document that references the same SC Number, for which an electronic format shall be an acceptable alternative, provided such is mutually understood to be subject to the Agreement and reflects Consultant name, start date, bill rate, and work location (“SOW”).

- 1. Services.** Hale agrees to provide consultants (“Consultant”) to perform the Services as set forth in the SOW under the direct supervision of Client. The Consultant is an employee of Hale or of a Hale subcontractor. Hale maintains General Liability insurance and statutory Workers’ Compensation insurance for its employees. Certificates of Insurance may be supplied upon request. Under normal circumstances, all hours worked by Consultant will be performed on Client’s premises. If Client agrees that Consultant may perform work away from Client premises, then Client agrees to accept the number of hours reported by Consultant (and the resulting invoice) to be valid and accurate. Client must advise Hale in advance and in writing (or so note on the SOW) of any restrictions on the number of hours to be worked by Consultant.
- 2. Invoicing.** Invoices will be rendered weekly based on timesheets documenting the hours worked by Consultant. The signature (electronic or otherwise) of a Client representative on a timesheet, or electronic acceptance by a Client representative of the hours reported by Consultant via an electronic timekeeping system, or failure to notify Hale in writing of nonperformance of Services, within 1 week following submission of each applicable timesheet, shall evidence full performance and acceptance of such time and Services, for the relevant week. Client will be invoiced for all time spent performing the Services at the rates set forth in the SOW and for any other expenses approved by Client or provided for in the SOW, as well as other charges related to government regulations, including but not limited to paid sick leave and missed meal costs. Sales tax will be billed in certain locations as mandated by law. The Parties expressly agree to re-evaluate Hale’s bill rates on an as-needed basis, but no less than annually from the start of each assignment. Hale reserves the right to increase such rates accordingly. Hale shall invoice Client for the direct costs relating to any background and drug screening and any other Client requested screenings. Unless otherwise mutually agreed upon in writing, the total value of this Agreement shall not exceed \$250,000.00. Unless otherwise mutually agreed upon in writing, payment is due within 30 days from the date of invoice and shall be deemed overdue if unpaid as agreed. In the event Hale must pursue remedies due to Client’s breach of its payment obligations, Hale shall be entitled to any attorneys’ and/or collections’ fees associated with such efforts. If a purchase order is required, please send to [halebilling@haleinternational.com](mailto:halebilling@haleinternational.com). Purchase orders should reference the Consultant(s) name(s).
- 3. Consultant.** Client agrees that engagements are made with the understanding that, during the term of a Consultant’s assignment and for a period of 1 year thereafter, neither Client nor any of Client’s divisions, subsidiaries or affiliates will hire or contract with, directly, Consultant or encourage Consultant to work elsewhere unless Client pays Hale, as liquidated damages, an amount equal to 30% of the annual billable rate of the Consultant (based on 2,000 hours at the hourly rate set forth on the SOW to this Agreement). In addition, Client shall not hire or contract with, directly or indirectly, any candidate presented or referred to it by Hale for 1 year following the date of last referral and or presentation.
- 4. Termination.** This Agreement shall commence as of the Effective Date and shall terminate after 1 year unless otherwise extended by the parties. Either party may terminate this Agreement upon advanced written notice to the other party. After the date of any such termination, Hale shall provide a final invoice to Client for fees and expenses attributable to the Services performed hereunder, up to and including the date of termination. Termination of this Agreement shall not relieve Client of its obligation to pay for all such fees and expenses. Additionally, those provisions which, by their nature or terms, are intended to survive, shall so survive termination.

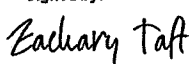
5. **Confidential Information.** The parties understand that during the course of performance under this Agreement, each party may have access to certain confidential and proprietary information and materials of the other party. "Confidential Information," for the purposes of this Agreement, shall include information that, at the time it is furnished, is specifically identified as confidential or proprietary or, within 30 days from the date it is furnished is identified as confidential or proprietary or, within the industry or scope of use, is reasonably regarded as confidential or proprietary. For avoidance of doubt, and except to the extent public disclosure is required by applicable law, the rate identified on an SOW and or any fees paid to Hale for Services shall be regarded as Confidential Information and not disclosed to any third party without mutual written consent. The parties shall protect the Confidential Information by using the same degree of care, but no less than a reasonable degree of care, to prevent the unauthorized use, dissemination or publication of the Confidential Information as each party uses to protect its own Confidential Information of a like nature. The parties shall not disclose the Confidential Information to any third party (other than Consultant), or to any employee who does not have a need to know such information. This Agreement imposes no obligation upon the parties with respect to Confidential Information which (a) was lawfully known to the receiving party before receipt; (b) is or becomes a matter of public knowledge through no fault of the receiving party; (c) is rightfully received by the receiving party from a third party without restriction on disclosure; (d) is independently developed by the receiving party; or (e) is disclosed by the receiving party with the other party's prior written approval. Either party may disclose Confidential Information if, and only to the extent, such disclosure is required by applicable law, regulation or a valid order issued by a court or governmental agency of competent jurisdiction.
6. **Intellectual Property.** Client shall have sole ownership as works made-for-hire of all work product, including inventions, materials and deliverables resulting from the Services of Consultant, if any. Notwithstanding the aforementioned or any provision of this Agreement to the contrary, any products, materials, artifacts, templates, routines, libraries, skills, know-how, expertise, tools, methodologies, processes or technologies created, adapted or used by Hale or any employees or Consultants of Hale, including all associated intellectual property rights that were in existence prior to the Effective Date (collectively, the "Pre-existing Property") shall be and remain the sole property of Hale. To the extent that any of Pre-existing Property is incorporated or included in any work products or deliverables or are otherwise used during the performance of the Services, Hale hereby grants to Client a non-exclusive, irrevocable, perpetual, worldwide, fully-paid, royalty-free license to use the Pre-existing Property in connection with Client's use of the work product or deliverables. Except for the license granted above, Client does not have and will not have any right, title, license or other interest in or to the Pre-existing Property.
7. **Independent Contractor.** This Agreement does not create any agency relationship between Hale and Client, and both parties are acting hereunder as independent contractors. Neither party grants the other any right to bind it except as otherwise expressly agreed in writing. Each party shall be fully liable for all workers' compensation premiums and liability insurance, federal, state and local withholding taxes or charges with respect to its respective employees.
8. **Indemnification.** Hale (the "Indemnifying Party") agrees to indemnify, defend, and hold harmless Client, and its respective past, present, and future affiliates, owners, investors, funds, officers, directors, employees, agents and representatives (the "Indemnified Party") from and against any and all third party claims, losses, or damages (including costs of litigation and reasonable attorneys' fees) ("Claims") to the extent such Claims directly arise out of (i) the Indemnifying Party's breach of this Agreement; (ii) the Indemnifying Party's violation of applicable law; or (iii) the negligent acts or omissions or willful misconduct of the Indemnifying Party or its agents or employees.
9. **Limitation of Liability.** HALE'S LIABILITY ARISING OUT OF THIS AGREEMENT SHALL BE LIMITED TO CLIENT'S DIRECT DAMAGES AND SHALL NOT EXCEED THE FEE(S) PAID TO HALE BY CLIENT FOR THE SERVICES UNDER THE APPLICABLE SOW. HALE SHALL IN NO EVENT BE LIABLE FOR PUNITIVE DAMAGES, LOSS OF PROFIT, LOSS OF GOODWILL OR OTHER SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES SUFFERED BY CLIENT UNDER THIS AGREEMENT WHETHER IN CONTRACT OR TORT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
10. **Suitable Workplace and Safety.** Client will provide Consultants with a suitable and safe workplace that is in full compliance with applicable federal, state and local law, rule, and regulation, including, without limitation, the Occupational Safety and Health Act (and its safety regulations and standards), and the Federal Mine Safety and Health Act (and its safety regulations and standards). Client shall notify Hale if any Consultants performing Services hereunder will be involved in any activities covered by the Federal Mine Safety and Health Act or otherwise involved in any high-hazard, high-risk or specialty regulated activities. Client's training programs will meet or exceed applicable legal and regulatory standards. Client will provide Consultant with site-specific and job-specific training, including, but not limited to, use of Client-provided personal protective equipment, emergency and prevention procedures, safety program, HazCom, chemical hygiene, and blood borne pathogen training. Any orientation or training time will be considered as part of the normal work period. Client acknowledges and agrees that Hale is not responsible for any Client site-specific safety, health or environmental responsibilities. Client agrees to inform Hale as soon as feasible when Consultants are directly involved in any adverse safety event including, but not limited to, errors, deaths, injuries, safety, and any event reportable to the

Occupational Safety and Health Administration, the Mine Safety and Health Administration, or an equivalent State agency.

11. **Force Majeure and Compliance.** Hale shall not be liable for any delay in performance or inability to perform due to Force Majeure. "Force Majeure" includes any acts or omissions of any government or governmental body, acts of God, termination of the employment of Consultant by reason out of Hale's control, acts or omissions of Client, fires, strikes or other labor disputes, major equipment or telecommunications equipment failures, or any other act, omission or occurrence beyond Hale's reasonable control, irrespective of whether similar to the above enumerated acts, omissions or occurrences. Both parties represent and warrant that each is an equal opportunity employer and each shall comply with applicable laws including without limitation the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and the regulations promulgated thereunder. Client further represents and warrants that it shall obtain all requisite export control-related authorizations, licenses, permissions and shall comply with all applicable U.S. export control statutes and regulations.
12. **County Specific Terms.** Please see Exhibit A for County Specific Terms that relate to state statutes and county ordinances.
13. **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. For avoidance of doubt, a change of control shall not constitute an assignment under the terms of this provision.
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, except for payment of satisfactory Services performed and approved expenses incurred.
15. **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.
16. **Entire Agreement and Governing Law.** This Agreement, including each SOW and SOS and any other mutually agreed upon addenda, constitutes the complete and entire agreement between Hale and Client regarding the subject matter hereof and supersedes all prior negotiations, representations or agreements, either written or oral, regarding the SOS; provided however, that any previously executed agreements with different scope of services shall remain in full force and effect as to the services performed thereunder. No other understanding which modifies these terms shall be binding unless made in writing and signed by both Hale and Client. The validity, interpretation and performance of the Agreement and all disputes shall be governed by the laws of the State of Arizona, with venue and jurisdiction resting in the federal and state courts therein. It is expressly agreed that any terms and conditions of Client's purchase order and/or other forms will be superseded by the terms and conditions of this Agreement.

[Signature page follows]

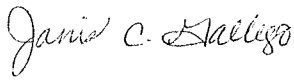
**HALE INTERNATIONAL RECRUITMENT  
US LLC**

Signed by:  
  
By: \_\_\_\_\_  
45DC3FA8BBC34E2...  
Name: Zachary Taft  
Title: Corporate Counsel

**PIMA COUNTY**

By: \_\_\_\_\_  
Name: Rex Scott  
Title: Chair, Board of Supervisors

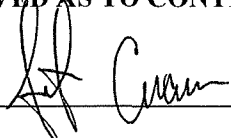
**APPROVED AS TO FORM**

  
\_\_\_\_\_  
Deputy County Attorney  
Print DCA Name: Janis Gallego

**ATTEST**

\_\_\_\_\_  
Clerk of the Board  
Date: \_\_\_\_\_

**APPROVED AS TO CONTENT**

  
\_\_\_\_\_

### Statement of Services (Template)

This Statement of Services (“SOS”) is made and subject to the Hale Finance and Human Resources Staffing Consulting Services Agreement between Pima County, a political subdivision of the State of Arizona (“Client”) and Hale International Recruitment US LLC (“Hale”) with an Effective Date of January 21, 2025 (“Agreement”).

#### I. Services

- A. Hale shall provide the Services of the following Consultant(s), and Client shall pay for such Services at the Hourly Rates set forth below. The parties agree that any change in circumstances, such as a change in the scope of Services, may require a new Hourly Rate. In such event, the parties shall work together in good faith to establish a new mutually agreed upon Hourly Rate.

Consultant Name	Hourly Rate	Overtime Rate	Work Location
TBD			remote

- B. **Start Date:** January 21, 2025
- C. **End Date:** January 20, 2026
- D. **Scope of Work:** Consultants with expertise in processing Workday financial and human resources transactions will assist with the creation of procedure documentation specific to Workday and County rules and processes as part of the County’s transition between systems with specific areas of focus including Adaptive Planning (Budget) and human resources assistance with leave processes.

#### II. Expenses

No business expenses are expected or will be reimbursed.

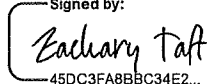
#### III. Payment Terms

Any and all payments due hereunder shall be due within 30 days of the date of invoice.

#### IV. Client Information

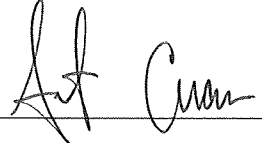
Client hereby designates Andy Welch, Deputy Director as Client Manager (Phone No. 520-724-8305) for Finance staff and Marchelle Pappas (Phone No. 520-724-2732) for HR staff. The Client Manager shall have overall responsibility for directing and managing the Services performed. Client shall give prompt written notice of any change in the Client Manager designee. Additionally, any individual who approves Consultant’s hours on behalf of Client shall be regarded by Hale as a Client representative as stated in the Agreement.

#### Hale International Recruitment US LLC

Signed by:  
  
 By: \_\_\_\_\_  
45DC3FA8BBC34E2...

Name: Zachary Taft  
 Title: Corporate Counsel  
 Date: 1/15/2025

#### CLIENT

  
 By: \_\_\_\_\_

Name: Art Cuaron  
 Title: Director, Finance & Risk Management  
 Date: 1-15-2025



**Exhibit A: County Specific Terms****1. Public Records.**

- 1.1. **Disclosure.** Pursuant to A.R.S. § 39-121 et seq., to the extent 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 considered public records under applicable law, those documents are subject to release and/or review by the general public upon request in accordance with applicable law, including competitors.
- 1.2. **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.

**2. Legal Arizona Workers Act Compliance.**

- 2.1. **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.
- 2.2. **Books & Records.** County has the right at any time to inspect the non-confidential and/or non-proprietary books and records of Contractor and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.
- 2.3. **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.

3. **Americans with Disabilities Act.** 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).
4. **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.
5. **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.
6. **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 5 business days and provide a written certification to County regarding compliance within 180 days.

7. **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.
8. **Termination by County.** 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 the Contractor, other than to pay for services rendered and approved expenses incurred prior to and including the date of termination.
9. **Non-Waiver of Liability.** County as a public entity supported by tax monies, in the execution of its public trust, cannot agree to waive any lawful or legitimate right to recover monies lawfully due it. therefore, Contractor agrees that it will not insist upon or demand any statement where County limits or waives any right County might have to recover actual, lawful, direct damages in any court of law under applicable Arizona law, except to the extent permitted by law, subject to Section 9 of the Agreement.
10. **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.
11. **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 accordance with Section 5 of the Agreement. In addition, Contractor will retain all records relating to this Contract for at least 5 years after its expiration or termination or, if later, until any related pending proceeding or litigation has concluded.