



**BOARD OF SUPERVISORS AGENDA ITEM REPORT  
CONTRACTS / AWARDS / GRANTS**

Requested Board Meeting Date: January 5, 2016

or Procurement Director Award

**Contractor/Vendor Name (DBA):** Green Valley Coordinating Council (DBA Green Valley Council; GVC)

**Project Title/Description:**

Green Valley Council (GVC) General Services Contract

**Purpose:**

Refer to attached County Administrator memorandum for scope of services.

**Procurement Method:**

Sole Source

**Program Goals/Predicted Outcomes:**

1. Screening and prioritization of service requests; 2. Assessment of appropriate departmental jurisdiction for service requests; 3. Organization of citizen input on policy matters & service delivery assessments; 4. Consistent feedback relative to timeliness & quality of service delivery.

**Public Benefit:**

Efficient delivery of services.

**Metrics Available to Measure Performance:**

Service delivery satisfaction tracked by funding departments.

**Retroactive:**

Retroactive to January 1, 2016 due to Board of Supervisors meeting being held on January 5, 2016.

**Original Information**

Document Type: CT Department Code: PW Contract Number (i.e., 15-123): 16\*180

Effective Date: 01/01/16 Termination Date: 12/31/16 Prior Contract Number (Synergen/CMS): \_\_\_\_\_

Expense Amount: \$ 75,000  Revenue Amount: \$ \_\_\_\_\_

Funding Source(s): DOT Fund 2000 Unit 1461-30%; RWRD Fund 5008 Unit 1187-20%; RFCD Fund 2005 Unit 1120-10% DEQ Gen. Fund 2043 Unit 0303-15%; Health Fund 2002, Unit 0960-15%; DSD Fund 5004 Unit 0245-10%

Cost to Pima County General Fund: \$22,500

Contract is fully or partially funded with Federal Funds?  Yes  No  Not Applicable to Grant Awards

Were insurance or indemnity clauses modified?  Yes  No  Not Applicable to Grant Awards

Vendor is using a Social Security Number?  Yes  No  Not Applicable to Grant Awards

If Yes, attach the required form per Administrative Procedure 22-73.

**Amendment Information**

Document Type: \_\_\_\_\_ Department Code: \_\_\_\_\_ Contract Number (i.e., 15-123): \_\_\_\_\_

Amendment No.: \_\_\_\_\_ AMS Version No.: \_\_\_\_\_

Effective Date: \_\_\_\_\_ New Termination Date: \_\_\_\_\_

Expense  Revenue  Increase  Decrease Amount This Amendment: \$ \_\_\_\_\_

Funding Source(s): \_\_\_\_\_

Cost to Pima County General Fund: \_\_\_\_\_

*TO: COB - 12-23-15 (2)  
Ver. - 1  
Tjs. - 11*

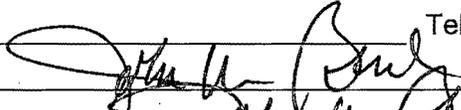
Procure Dept 12/16/15 PM 03:31

Contact: John M. Bernal, Deputy County Administrator

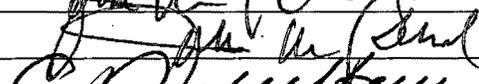
Department: Public Works

Telephone: (520) 724-8480

Department Director Signature/Date:

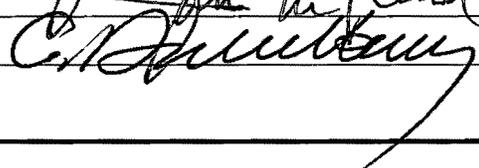
 12/14/15

Deputy County Administrator Signature/Date:

 12/14/15

County Administrator Signature/Date:

*(Required for Board Agenda/Addendum Items)*

 12/16/15



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# Board of Supervisors Memorandum

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January 5, 2016

## Green Valley Council – General Services Contract

### Background

Pima County provides services from its various departments to geographic locations in both the unincorporated area and within incorporated communities. In the case of the Green Valley area, a large population of approximately 25,000 people exists entirely in an unincorporated area of Pima County. With such an assembly of population in a confined and well-defined geographic area, the organization and management of service delivery is particularly important. County departments most active in delivery of services in the Green Valley area include the Departments of Transportation, Development Services, Environmental Quality, Regional Wastewater Reclamation, Emergency Management and Health, as well as the Regional and Flood Control District. The various departments maintain regular dialogue with the Green Valley Council to take full advantage of the opportunities that exist for improving the efficiency of delivery of County services. The Green Valley Council currently represents 73 homeowners associations and thus is in an excellent position to serve as a clearinghouse for the delivery of County services.

### Proposal

In discussions with the Green Valley Council, a determination was made that a contract for delivery of services by the Green Valley Council is beneficial to Pima County to generally provide the following:

1. Screening and prioritization of service requests;
2. Assessment of appropriate departmental jurisdiction for such service requests;
3. Organization of citizen input on policy matters and service delivery assessments;
4. Consistent feedback relative to timeliness and quality of service delivery.

The Green Valley Council is supported by a very small paid staff that organizes and manages a group of volunteers who devote in excess of 3,000 hours per year. Therefore, the total staff and volunteer hours made available to Pima County to help with service delivery are approximately 3,800 hours per year. The proposed annual contract would reimburse the Green Valley Council for specific services described in the attached Scope of Services. The estimated annual payment of \$75,000 translates to an hourly fee of less than \$20 per hour, which is a very cost effective method of securing the services that will improve Pima County's service delivery and reducing service delivery costs.

Based on the expected benefits from the services received through this contracted effort, the costs associated with this contract will be allocated as follows:

The Honorable Chair and Pima County Board of Supervisors  
Re: **Green Valley Council – General Services Contract**  
**January 5, 2016**  
Page 2

Based on the expected benefits from the services received through this contracted effort, the costs associated with this contract will be allocated as follows:

1. Transportation	30%
2. Regional Wastewater Reclamation	20%
3. Regional Flood Control District	10%
4. Development Services	10%
5. Environmental Quality	15%
6. Health	15%

Recommendation

I recommend the Board of Supervisors approve the Green Valley Council services contract with a term of January 1, 2016 through December 31, 2016 in the amount of \$75,000. The contract would be subject to annual review and could be renewed for four additional one-year periods, or portions thereof.

Respectfully submitted,



C.H. Huckelberry  
County Administrator

CHH/mjk – December 11, 2015

Attachment

c: John Bernal, Deputy County Administrator for Public Works

## **EXHIBIT A – SCOPE OF SERVICES**

### **1. Transportation and Regional Flood Control District**

- a. Services
  - i. Green Valley Council (GVC) will provide County service requests including Monthly Maintenance Meetings
  - ii. GVC will organize and conduct Traffic & Arroyos Meetings at least quarterly.
  - iii. GVC will provide a roads assessment report annually.
  - iv. GVC will coordinate a committee to review Sun Shuttle needs and provide input to the Pima County Department of Transportation and the Regional Flood Control District.
  - v. Resident/visitor questions such as:
    - 1. Location assistance;
    - 2. Directing calls to the appropriate County departments; and
    - 3. Basic information, drop-in questions that would otherwise go to County.
- b. Estimated GVC staff time will be spent on this effort: 40%

### **2. Development Services**

- a. GVC will conduct Planning & Architectural Committee Meetings as needed based on proposed new development.
  - i. Coordinate resident's comments on the new development;
  - ii. Coordinate feedback on specific installations, such as Cell Tower - large scale solar installations, etc.
- b. Estimated GVC staff time will be spent on this effort: 10%

### **3. Environmental Quality**

- a. GVC will organize and develop an Environmental Committee to provide air, water, alternative energy, and beautification recommendations to the Pima County Department of Environmental Quality for budget planning purposes.
- b. Estimated GVC staff time will be spent on this effort: 10%

### **4. Health**

- a. GVC will organize a Health & Human Services Committee to provide feedback on issues of import to the Pima County Health Department.
- b. Estimated GVC staff time will be spent on this effort: 15%

### **5. Regional Wastewater Reclamation**

- a. GVC will organize a Community Services Committee to provide review and comment on wastewater-related issues to the Regional Wastewater Reclamation Department.
- b. Estimated GVC staff time will be spent on this effort: 20%

### **6. Office of Emergency Management (OEM)**

- a. GVC will organize a Citizen Corps Committee and an Emergency Planning Subcommittee to provide basic information to the OEM for emergency preparedness planning and feedback to residents about Pima County activities related to emergency preparedness.
- b. Estimated GVC staff time will be spent on this effort: 5%

**PIMA COUNTY DEPARTMENT OF TRANSPORTATION**

**PROJECT:** Green Valley Council Services

**CONTRACTOR:** Green Valley Community Coordinating Council, Inc. (DBA Green Valley Council)  
555 N La Cañada Drive, Suite 117  
Green Valley, AZ 85614

**AMOUNT:** \$75,000.00

**FUNDING:** Transportation Director's Office Administration Fund 2000 Unit 1461 (30%); Regional Wastewater Reclamation Director's Office Operations and Maintenance Fund 5008 Unit 1187 (20%); Regional Flood Control District Tax Levy Fund 2005 Unit 1120 (10%); Department of Environmental Quality Monitoring General Fund 2043 Unit 0303 (15%); Health Promotion and Education Fund 2002, Unit 0960 (15%); and Development Services Enterprise Fund 5004 Unit 0245 (10%).

(STAMP HERE)

<b>CONTRACT</b>
<i>NO. CT-PW-60000000000000/80</i>
<b>AMENDMENT NO.</b> _____
This number must appear on all invoices, correspondence and documents pertaining to this contract.

**GENERAL SERVICES CONTRACT**

THIS CONTRACT is entered into between Pima County, a body politic and corporate of the State of Arizona, for and on behalf of Pima County, hereinafter called COUNTY; and Green Valley Community Coordinating Council, Inc., an Arizona non-profit corporation (DBA Green Valley Council), hereinafter called CONTRACTOR.

**WITNESSETH**

WHEREAS, COUNTY provides governmental services to the unincorporated part of Pima County known as Green Valley; and,

WHEREAS, COUNTY requires the services of a contractor qualified to provide identification, assessment, analysis, coordination and evaluation of issues requiring County services; and,

WHEREAS, CONTRACTOR is qualified and willing to provide such services; and,

WHEREAS, CONTRACTOR has provided documentation of its ability to recruit, organize and manage volunteers, its management of staff skills and its record of excellent management of its financial affairs together with its intimate knowledge of Green Valley matters.

NOW, THEREFORE, the parties hereto agree as follows:

**ARTICLE I - TERM AND EXTENSION/RENEWAL**

This Contract, as awarded by the Procurement Director, commences on January 1, 2016 and terminates on December 31, 2016, unless sooner terminated or further extended pursuant to the provisions of this Contract. The parties may renew this Contract for up to four (4) additional one-year periods or any portion thereof. Any modification, or extension of the contract termination date, must be by formal written amendment executed by the parties hereto. Amendments to the Contract must be approved by the Board of Supervisors or the Procurement Director, as required by the Pima County Procurement Code, before any work or deliveries under the Amendment commences.

## **ARTICLE II – SCOPE OF SERVICES**

- A. The services to be provided by CONTRACTOR are specified in **EXHIBIT A—Scope of Services**, which is expressly made a part of this Contract.
- B. CONTRACTOR will perform the work in accordance with the terms of the contract and to the best of CONTRACTOR'S ability. CONTRACTOR will employ suitably trained and skilled personnel and will recruit and train volunteers, as appropriate, to perform all services under this Contract.

## **ARTICLE III – PAYMENT**

Monthly Payments: COUNTY will pay CONTRACTOR upon receipt of the monthly invoice equal to one-twelfth of the annual contract amount. The monthly invoice is due from CONTRACTOR no later than the 15<sup>th</sup> of the month following the previous month's services provided.

Total payment for this Contract shall be equal to but not to exceed Seventy-Five Thousand Dollars (\$75,000.00).

## **ARTICLE IV - INSURANCE**

CONTRACTOR shall obtain and maintain at its own expense, during the entire term of this Contract the following type(s) and amounts of insurance:

- A. Commercial General Liability in the amount of \$1,000,000.00 combined, single limit Bodily Injury and Property Damage. Pima County is to be named as an additional insured for all operations performed within the scope of the Agreement between Pima County and Contractor;
- B. Commercial or Business automobile liability coverage for owned, non-owned and hired vehicles used in the performance of this Agreement with limits in the amount of \$1,000,000.00 combined single limit or \$1,000,000.00 Bodily Injury, \$1,000,000.00 Property Damage;
- C. If this Agreement involves professional services, professional liability insurance in the amount of \$1,000,000.00; and,
- D. If required by law, workers' compensation coverage including employees' liability coverage.

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

## **ARTICLE V - INDEMNIFICATION**

CONTRACTOR will indemnify, defend, and hold harmless COUNTY, its officers, employees and agents from and against any and all suits, actions, legal administrative proceedings, claims or demands and costs attendant thereto, arising out of any act, omission, fault or negligence by the CONTRACTOR, its agents, employees or anyone under its direction or control or on its behalf in connection with performance of this Contract.

CONTRACTOR warrants that all products and services provided under this contract are non-infringing. CONTRACTOR will indemnify, defend and hold COUNTY harmless from any claim of infringement arising from services provided under this contract or from the provision, license, transfer or use for their intended purpose of any products provided under this Contract.

#### **ARTICLE VI - COMPLIANCE WITH LAWS**

CONTRACTOR will comply with all federal, state, and local laws, rules, regulations, standards and Executive Orders, without limitation to those designated within this Contract. The laws and regulations of the State of Arizona govern the rights of the parties, the performance of this Contract, and any disputes hereunder. Any action relating to this Contract must be filed and maintained in a court of the State of Arizona in Pima County. Any changes in the governing laws, rules, and regulations during the terms of this Contract apply, but do not require an amendment.

#### **ARTICLE VII - INDEPENDENT CONTRACTOR**

The status of the CONTRACTOR is that of an independent contractor. Neither CONTRACTOR, nor CONTRACTOR'S officers, agents or employees are considered an employee of Pima County or are entitled to receive any employment-related fringe benefits under the Pima County Merit System. CONTRACTOR is responsible for payment of all federal, state and local taxes associated with the compensation received pursuant to this Contract and will indemnify and hold COUNTY harmless from any and all liability which COUNTY may incur because of CONTRACTOR'S failure to pay such taxes. CONTRACTOR is solely responsible for program development and operation.

#### **ARTICLE VIII - SUBCONTRACTOR**

CONTRACTOR will be 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 persons directly employed by it. 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.

#### **ARTICLE IX - ASSIGNMENT**

CONTRACTOR may not assign its rights to this Contract, in whole or in part, without prior written approval of the COUNTY. COUNTY may withhold approval at its sole discretion, provided that COUNTY will not unreasonably withhold such approval.

#### **ARTICLE X - NON-DISCRIMINATION**

CONTRACTOR agrees to comply with all provisions and requirements of Arizona Executive Order 2009-09 which is hereby incorporated into this contract as if set forth in full herein **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.

## **ARTICLE XI - AMERICANS WITH DISABILITIES ACT**

CONTRACTOR will comply with all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 §§ U.S.C. 12101-12213) and all applicable federal regulations under the Act, including 28 CFR Parts 35 and 36.

## **ARTICLE XII - 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 is not liable to CONTRACTOR or any third party by reason of such determination or by reason of this Contract.

## **ARTICLE XIII - FULL AND COMPLETE PERFORMANCE**

The failure of either party to insist on one or more instances upon the full and complete performance of any of the terms or conditions of this Contract to be performed on the part of the other, or to take any action permitted as a result thereof, is not a waiver or relinquishment of the right to insist upon full and complete performance of the same, or any other covenant or condition, 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.

## **ARTICLE XIV - 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.

## **ARTICLE XV – TERMINATION OF CONTRACT FOR DEFAULT**

- A. Upon a failure by CONTRACTOR to cure a default under this Contract within ten (10) days of receipt of notice from COUNTY of the default, COUNTY may, in its sole discretion, terminate this Contract for default by written notice to CONTRACTOR. In this event, COUNTY may take over the work and complete it by contract or otherwise. In such event, CONTRACTOR will be liable for any damage to the COUNTY resulting from CONTRACTOR'S default, including any increased costs incurred by COUNTY in completing the work.
- B. The occurrence of any of the following, without limitation to the named events, constitutes an event of default:
1. Abandonment of or failure by CONTRACTOR to observe, perform or comply with any material term, covenant, agreement or condition of this Contract, or to prosecute the work or any separable part thereof with the diligence that will insure completion within the time specified in this contract, including any extension, or a failure to complete the work (or the separable part of the work) within the specified time;

2. Persistent or repeated refusal or failure to supply adequate staff, resources or direction to perform the work on schedule or at an acceptable level of quality;
3. Refusal or failure to remedy defective or deficient work within a reasonable time;
4. Loss of professional registration or business or other required license or authority, or any curtailment or cessation for any reason of business or business operations that would substantially impair or preclude CONTRACTOR'S performance of this Contract;
5. Disregard of laws, ordinances, or the instructions of COUNTY or its representatives, or any otherwise substantial violation of any provision of the contract;
6. Performance of work hereunder by personnel that are not qualified or permitted under state law or local law to perform such services;
7. Commission of any act of fraud, misrepresentation, willful misconduct, or intentional breach of any provision of this Contract; or
8. If a voluntary or involuntary action for bankruptcy is commenced with respect to CONTRACTOR, or CONTRACTOR becomes insolvent, makes a general assignment for the benefit of creditors, or has a receiver or liquidator appointed in respect of its assets.

C. In the event of a termination for default:

1. All finished and unfinished drawings, specifications, documents, data, studies, surveys, drawings, photographs, reports and other information in whatever form, including electronic, acquired or prepared by CONTRACTOR for this project become COUNTY'S property and will be delivered to COUNTY not later than five (5) business days after the effective date of the termination;
2. COUNTY may withhold payments to CONTRACTOR arising under this or any other Contract for the purpose of set-off until such time as the exact amount of damage due COUNTY from CONTRACTOR is determined; and
3. Subject to the immediately preceding subparagraph (2), COUNTY'S liability to CONTRACTOR will not exceed the Contract value of work satisfactorily performed prior to the date of termination for which payment has not been previously made.

D. The Contract will not be terminated for default nor the CONTRACTOR charged with damages under this Article, if—

1. Excepting item (8) in paragraph B above, the event of default or delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of CONTRACTOR. Examples of such causes include—
  - (i) Acts of God or of the public enemy,
  - (ii) Acts of the COUNTY in either its sovereign or contractual capacity,
  - (iii) Acts of another Contractor in the performance of a contract with the COUNTY,
  - (iv) Fires,
  - (v) Floods,
  - (vi) Epidemics,
  - (vii) Quarantine restrictions,
  - (viii) Strikes,
  - (ix) Freight embargoes,
  - (x) Unusually severe weather, or
  - (xi) Delays of subcontractors at any tier arising from unforeseeable causes beyond

the control and without the fault or negligence of both CONTRACTOR and the subcontractor(s); and

2. The CONTRACTOR, within seven (7) days from the beginning of any event of default or delay (unless extended by COUNTY), notifies COUNTY in writing of the cause(s) therefor. In this circumstance, COUNTY will ascertain the facts and the extent of the resulting delay. If, in the reasonable judgment of COUNTY, the findings warrant such action, the time for completing the work may be extended.
- E. For the purposes of Paragraph A above, "receipt of notice" includes receipt by hand by CONTRACTOR'S project manager, by facsimile transmission with notice of receipt, or under the Notices clause of this Contract.
- F. If, after termination of the Contract for default, it is determined that the CONTRACTOR was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of the COUNTY.
- G. The rights and remedies of COUNTY in this Article are cumulative and in addition to any other rights and remedies provided by law or under this contract.

#### **ARTICLE XVI – TERMINATION FOR CONVENIENCE**

COUNTY reserves the right to terminate this Contract at any time and without cause by serving upon CONTRACTOR thirty (30) days' advance written notice of such intent to terminate. In the event of such termination, COUNTY'S only obligation to CONTRACTOR is payment for services rendered prior to the date of termination.

#### **ARTICLE XVII - NOTICE**

Any notice required or permitted to be given under this Contract must be in writing and be served by delivery or by certified mail upon the other party as follows:

**COUNTY:**

**CONTRACTOR:**

John M. Bernal, Deputy County Administrator Pima County Public Works Administration 130 W. Congress, 10th floor Mailstop: DT-AB10-101 Tucson, AZ 85701 Phone: 520-724-8480	Green Valley Council 555 N. La Cañada Dr, Green Valley, AZ 85614 Phone: 520-648-1936
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#### **ARTICLE XVIII - NON-EXCLUSIVE CONTRACT**

COUNTY AND CONTRACTOR understand that this Contract is non-exclusive and for the sole convenience of COUNTY. COUNTY reserves the right to obtain like services from other sources for any reason.

## **ARTICLE XIX – 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.

## **ARTICLE XX - SEVERABILITY**

Each provision of this Contract stands alone, and any provision of this Contract found to be prohibited by law is ineffective to the extent of such prohibition without invalidating the remainder of this Contract.

## **ARTICLE XXI - BOOKS AND RECORDS**

CONTRACTOR will keep and maintain proper and complete books, records and accounts, which must 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 at least five (5) years after its termination or cancellation or, if later, until any related pending proceeding or litigation has been closed.

## **ARTICLE XXII - PUBLIC INFORMATION**

Pursuant to A.R.S. § 39-121 et seq., and A.R.S. § 34-603(G) in the case of construction or Architectural and Engineering services procured under A.R.S. Title 34, Chapter 6, all information submitted in response to this solicitation, including, but not limited to, pricing, product specifications, work plans, and any supporting data becomes public information and upon request, is subject to release and/or review by the general public including competitors.

Notwithstanding the above provisions, in the event records marked CONFIDENTIAL are requested for public release pursuant to A.R.S. § 39-121 et seq., County shall release records marked CONFIDENTIAL ten (10) business days after the date of notice to CONTRACTOR of the request for release, unless CONTRACTOR has, within the ten day period, secured a protective order, injunctive relief or other appropriate order from a court of competent jurisdiction, enjoining the release of the records. For the purposes of this paragraph, the day of the request for release shall not be counted in the time calculation. CONTRACTOR shall be notified of any request for such release on the same day of the request for public release or as soon thereafter as practicable.

County shall not, under any circumstances, be responsible for securing a protective order or other relief enjoining the release of records marked CONFIDENTIAL, nor shall County be in any way financially responsible for any costs associated with securing such an order.

## **ARTICLE XXIII – AUDIT REQUIREMENTS**

- A. Federal Requirements (applicable if Federal funds are involved).  
If CONTRACTOR is a state or local government or non-profit organization which expends \$300,000 or more of federal funds during the year, then, Contractor shall provide an annual audit which complies with OMB Circular A-133 (31 U.S.C. § 503, 1111, 7501 et seq. and

Executive Orders 8248 and 11541) including the compliance supplement OMB Circular A-133, "Audits of State and Local Governments and Non-Profit Organizations."

If total expenditures of Federal awards are greater than \$100,000, but less than \$300,000, then a program-specific audit in accordance with generally accepted auditing standards, which includes compliance testing, is required annually. If total Federal expenditures are \$100,000 or less, but at least \$50,000, then a program-specific audit in accordance with generally accepted auditing standards, which includes compliance testing, is required bi-annually. Agencies with total expenditures of Federal awards less than \$50,000 do not have an annual federal audit requirement.

B. State of Arizona Audit Requirements (applicable to non-profit and local government organizations). If CONTRACTOR is a non-profit organization, as defined in A.R.S. § 10-3140, or local government organization, CONTRACTOR shall comply with A.R.S. § 11-624 "Audit of Non-Profit Corporations Receiving County Monies" which says in part:

1. Each non-profit corporation or local government organization that receives in excess on one hundred thousand dollars in county assistance in any fiscal year shall file for each such fiscal year at the corporation's expense with the board of supervisors either audited financial statements prepared in accordance with federal single audit regulations or financial statements prepared in accordance with generally accepted accounting principles and audited by an independent certified public accountant.
2. Each non-profit corporation or local government organization receiving fifty thousand dollars to one hundred thousand dollars in county assistance in any fiscal year shall file bi-annually at the corporation's expense with the County's Board of Supervisors either an audited annual financial statement for the most recently completed odd-numbered year prepared in accordance with federal single audit regulations or a financial statement for the most recently completed odd-numbered year prepared in accordance with generally accepted accounting principles audited by an independent certified public accountant.

C. Additional COUNTY Requirements (applicable to all contracts).

1. CONTRACTOR shall establish and maintain a time-keeping system to track services provided under this Contract.
2. COUNTY may require CONTRACTOR to provide a financial audit at any time by providing written notice to CONTRACTOR. Such notice shall specify the period to be covered by the audit, the type of audit and the time for completion and submission of the audit.
3. All audits provided shall be performed by a qualified, independent accounting firm and shall be submitted to the COUNTY within six months of the close of the contract period being audited. It shall include any response CONTRACTOR wishes to make concerning any audit findings. Audits shall be submitted to Pima County.

CONTRACTOR shall pay all costs for audit and COUNTY shall not be responsible for audit costs. Grant funds may be used to pay for audit, provided that the cost is allowable under the appropriated federal or state grant law and is specifically included in the grant budget approved by the COUNTY.

## ARTICLE XXIV – LEGAL ARIZONA WORKERS ACT COMPLIANCE

CONTRACTOR hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to CONTRACTOR'S employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). CONTRACTOR shall further ensure that each subcontractor who performs any work for CONTRACTOR under this contract likewise complies with the State and Federal Immigration Laws.

COUNTY shall have 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.

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, shall be deemed to be 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 shall 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, (subject to COUNTY approval if MWBE preferences apply) as soon as possible so as not to delay project completion.

CONTRACTOR shall advise each subcontractor of COUNTY'S rights, and the subcontractor's obligations, under this Article 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 will be deemed to be a material breach of this contract subjecting SUBCONTRACTOR to penalties up to and including suspension or termination of this contract."

Any additional costs attributable directly or indirectly to remedial action under this Article shall be the responsibility of CONTRACTOR. In the event that remedial action under this Article results in delay to one or more tasks on the critical path of CONTRACTOR'S approved construction or critical milestones schedule, such period of delay shall be deemed excusable delay for which CONTRACTOR shall be entitled to an extension of time, but not costs.

## ARTICLE XXV –ENTIRE AGREEMENT

This document constitutes the entire agreement between the parties pertaining to the subject matter hereof, and all prior or contemporaneous agreements and understandings, oral or written, are hereby superseded and merged herein. This Contract may be modified, amended, altered or extended only by a written amendment signed by the parties.

IN WITNESS WHEREOF, the parties have affixed their signatures to this Contract on the date written below.

**PIMA COUNTY**

**CONTRACTOR**

By: N/A  
Procurement Director Date

By: [Signature] 12/15/2015  
Name & Title Date  
Federal Tax ID # 86-0435199

**APPROVED AS TO CONTENT**

By: [Signature] 11/4/15  
Department Head Date

**APPROVED AS TO FORM**

By: [Signature] TOBIN ROSEN 11/4/15  
Deputy County Attorney Date

**PIMA COUNTY  
BOARD OF SUPERVISORS**

\_\_\_\_\_  
Chairman

ATTEST:

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

## EXHIBIT A – SCOPE OF SERVICES

### Support for Pima County Services by the Green Valley Council

- 1. Pima County Transportation and Regional Flood Control District**
  - a. Services
    - i. Green Valley Council (GVC) will provide County service requests including Monthly Maintenance Meetings
    - ii. GVC will organize and conduct Traffic & Arroyos Meetings at least quarterly.
    - iii. GVC will provide a roads assessment report annually.
    - iv. GVC will coordinate a committee to review Sun Shuttle needs and provide input to the Pima County Department of Transportation and the Regional Flood Control District.
    - v. Resident/visitor questions such as:
      1. Location assistance;
      2. Directing calls to the appropriate County departments; and
      3. Basic information, drop-in questions that would otherwise go to County.
  - b. Estimated GVC staff time will be spent on this effort: 40%
- 2. Development Services**
  - a. GVC will conduct Planning & Architectural Committee Meetings as needed based on proposed new development.
    - i. Coordinate resident's comments on the new development;
    - ii. Coordinate feedback on specific installations, such as Cell Tower - large scale solar installations, etc.
  - b. Estimated GVC staff time will be spent on this effort: 10%
- 3. Environmental Quality**
  - a. GVC will organize and develop an Environmental Committee to provide air, water, alternative energy, and beautification recommendations to the Pima County Department of Environmental Quality for budget planning purposes.
  - b. Estimated GVC staff time will be spent on this effort: 10%
- 4. County Health Department**
  - a. GVC will organize a Health & Human Services Committee to provide feedback on issues of import to the Pima County Health Department.
  - b. Estimated GVC staff time will be spent on this effort: 15%
- 5. County Regional Wastewater Reclamation**
  - a. GVC will organize a Community Services Committee to provide review and comment on wastewater-related issues to the Regional Wastewater Reclamation Department.
  - b. Estimated GVC staff time will be spent on this effort: 20%
- 6. Pima County Office of Emergency Management (OEM)**
  - a. GVC will organize a Citizen Corps Committee and an Emergency Planning Subcommittee to provide basic information to the OEM for emergency preparedness planning and feedback to residents about Pima County activities related to emergency preparedness.
  - b. Estimated GVC staff time will be spent on this effort: 5%