



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

Award  Contract  Grant

Requested Board Meeting Date: February 4, 2020

or Procurement Director Award

\* = Mandatory, information must be provided

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

Ajo Community Golf Course DBA Ajo Country Club

**\*Project Title/Description:**

Operating Agreement for Golf Course located in Ajo, Arizona

**\*Purpose:**

Authorization to Ajo Country Club to operate, manage, repair, maintain, promote and develop Ajo Community Golf Course.

**\*Procurement Method:**

This Revenue Contract is a non-Procurement contract and not subject to procurement rules.

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

To operate, manage and maintain the premises as a golf facility for the recreation of the public.

**\*Public Benefit:**

Residents of Pima County and tourists will continue to enjoy local outdoor activity.

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

Community usage and satisfaction

**\*Retroactive:**

Contract is retroactive to November 1, 2019. Contract was in negotiation for continued operation between the County and Operator to include Alterations and Improvements to the facility. County and current operator have come to an agreement and have added Section 5 Alterations and Improvements. Approval of this contract is important as it is the only Golf Course in Ajo, Arizona and is a great benefit to the residents of Ajo, Arizona.

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Addendum

**Contract / Award Information**

Document Type: CTN Department Code: ED Contract Number (i.e., 15-123): 20-65

Effective Date: 11/01/2019 Termination Date: 10/31/2024 Prior Contract Number (Synergen/CMS): \_\_\_\_\_

Expense Amount: \$\* \_\_\_\_\_  Revenue Amount: \$ 50.00

**\*Funding Source(s) required:**

Funding from General Fund?  Yes  No If Yes \$ \_\_\_\_\_ % \_\_\_\_\_

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.: \_\_\_\_\_

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

Prior Contract No. (Synergen/CMS): \_\_\_\_\_

Expense or  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): \_\_\_\_\_

Effective 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: Diane Frisch

Department: Attractions and Tourism

Telephone: 520-724-7356

Department Director Signature/Date: Diane Frisch 11/27/2020

Deputy County Administrator Signature/Date: [Signature] 11/20/2020

County Administrator Signature/Date: [Signature] 11/28/2020  
*(Required for Board Agenda/Addendum Items)*

**Pima County Department of Attractions and Tourism**

**Project: Cooperative Agreement for Ajo Community Golf Course**

**Contractor: Ajo Community Golf Course, DBA Ajo Country Club**

**Amount: \$50.00**

**Contract No.: CTN-ED-20-65**

**COOPERATIVE AGREEMENT**

**1. Parties, Background and Purpose.**

- 1.1. Parties. This Cooperative Agreement ("Agreement") is entered into as of November 1, 2019 (the "Effective Date"), by and between Pima County, a body corporate and politic of the State of Arizona (hereinafter "County"), and Ajo Country Club, an Arizona nonprofit, tax-exempt, corporation (hereinafter "Operator").
- 1.2. County owns certain real property approximately 82.7 acres in size, located in Ajo, Arizona, within Section 23, Township 11 South, Range 6 West Gila and Salt River Base and Meridian, Pima County, Arizona, more particularly described in Exhibit A, which has been improved as a golf course (the land and improvements together, the "Golf Course") for the recreation and enjoyment of the residents of and visitor to Pima County, Arizona.
- 1.3. Operator has operated the Golf Course under a cooperative agreement with County since 1999. The term of that agreement expired on June 30, 2019, but Operator has continued to operate the Golf Course on a month-to-month basis as provided in the second amendment to the 1999 operating agreement.
- 1.4. Operator desires to continue to operate, manage and maintain the Golf Course for the recreation of the general public.
- 1.5. County has the authority, under A.R.S. § 11-933, to enter into this Agreement with Operator for the maintenance and administration of the Golf Course.
- 1.6. This Cooperative Agreement is subject to all the terms, conditions, and limitations of that certain Quit Claim Deed from the United States of America General Services Administration to Pima County dated August 4, 1949, and recorded in the office of the County Recorder of Pima County in Docket 194 at Pages 144 to 153, inclusive, which is attached to this Agreement as Exhibit B and incorporated into this Agreement by reference.

**2. Term.**

- 2.1. The term of this Agreement will commence on the Effective Date and will terminate on October 31, 2024 (the "Initial Term"). Operator may extend this Agreement for one additional five (5) year term on the same terms and conditions set forth in this Agreement, by providing written notice to County on or before September 1, 2024.

**3. License Fee and Revenues.**

- 3.1. License Fee. Operator will pay a license fee to County in the amount of Ten Dollars (\$10) per year, payable in advance on the Effective Date and on each anniversary of the Effective Date during the term of this Agreement.
- 3.2. Revenues. All revenues generated from fees or from donations derived from the operation of the Golf Course must be used exclusively by Operator for the maintenance, development, improvement, management, and/or operation of the Golf Course.

**4. Obligations of Operator.**

- 4.1. Use of the Golf Course. "Operator will operate the Golf Course principally as a golf facility for the recreation of the general public, as well as a place for Special Events, as defined below, and for no other purpose unless another purpose is approved in writing by the County Administrator."
- 4.2. Special Events. "Special Event" means an event that is beyond the normal scope of Operator's operations; that is designed to attract larger numbers of people than normal; or that may increase risk of injuries to persons at the Golf Course. County may impose reasonable traffic, safety and noise restrictions for Special Events to promote the health and safety of the participants and of the traveling public. Operator will submit a general plan for traffic control, safety, security and noise restrictions (the "Special Event Plan") for County's approval which plan, if approved, may be used by Operator without further approval; provided, however, the Special Events Plan will be effective for no more than 24 months before being subject to review and approval by County again. In the event Operator wishes to conduct a Special Event, Operator will give County thirty (30) days advance written notice of Operator's intent and provide County, at the time of such notice, with a description of the Special Event, together with a traffic control plan for the roads leading to and from the Golf Course and a safety and security plan for the Special Event.
- 4.3. Expenses of Operator. Operator will conduct all of its operations at the Golf Course at its own expense and without contribution from County. Operator will not suggest state or imply that County will participate, guarantee or otherwise assist in any financial obligation undertaken by Operator with respect to its operations of the Golf Course.

- 4.4. Compliance with Laws. Operator will comply with all applicable federal, state, and local laws, statutes, ordinances, rules, regulations, standards, policies, and executive orders with respect to its operations on the Golf Course.
- 4.5. Alcohol. Operator may serve and sell alcoholic beverages for consumption on the Golf Course provided Operator complies with applicable liquor laws and provides County with the insurance required by this Agreement.
- 4.6. Public Recreation to be Promoted. Operator will promote the concept of wholesome, affordable recreational golfing. Gambling or gambling machines are prohibited. Disorderly or objectionable conduct by Operator or those present on the Golf Course with its permission is cause for termination of this Cooperative Agreement by County. Operator will ensure that advertisements, signs, brochures, and promotional publicity do not misrepresent in any way the services provided. The general purpose of this Cooperative Agreement is to provide a public golf course for the use of residents of, and visitors to, Pima County at an affordable cost.
- 4.7. Hours of Operation. Operator recognizes the public service nature of this Cooperative Agreement. Operator must obtain the approval of the Director of the County Department of Attractions and Tourism (the "A&T Director") for its hours of operation, holiday or special closings. Operator or a designated representative will be present on the Golf Course at all times when the restaurant is open to the public. The Golf Course may be operated without someone present, using an honor box, during slow periods.
5. **Alterations and Improvements to Facility**. Either Party may, with the consent of the other, which consent may not be unreasonably withheld, conditioned or delayed, make physical improvements, alterations, additions, or changes to the Facility (collectively, "Alterations"), as provided below. Operator may, however, make nonstructural Alterations costing less than \$2,500 (the "Maximum Expenditure Amount"), without obtaining County's consent. Operator must obtain necessary permits when required.
- 5.1. **County's Consent**. If the estimated cost of an Operator-proposed Alteration exceeds the Maximum Expenditure Amount, Operator must obtain the consent of the County Administrator or his designee for Alterations costing more than \$2,500 and the consent of the Board of Supervisors for Alterations costing more than \$100,00,000.
- 5.2. **Procedure for Obtaining Approval**. A Party that wishes to make an Alteration (the "**Contracting Party**") must provide the other Party (the "**Reviewing Party**") with written notice of the proposed Alterations (an "**Alterations Notice**"). The Alterations Notice must include plans and specifications for the Alterations ("**Alteration Plans**") developed by an Arizona registered architect or engineer. The Reviewing Party will have forty-five (45) days after receipt of an Alterations Notice to approve or reject the proposed Alterations. Failure to respond to an Alterations Request within forty-five (45) days will be deemed approval.

**5.3. Reasons for Disapproval.** The Reviewing Party will not unreasonably withhold consent to proposed Alterations. Without limitation, however, it is reasonable for the Reviewing Party to withhold consent for Alterations that would:

5.3.1. adversely affect the integrity of any structural, mechanical, or electrical system within any portion of the Facility;

5.3.2. result in the Reviewing Party being required to perform any work that could otherwise be avoided or deferred;

5.3.3. result in an increase in the premiums for any hazard or liability insurance carried by the Reviewing Party or result in an increased risk of liability or pose a safety hazard;

5.3.4. result in an increase in the demand for utilities or services (including wastewater treatment) that are provided by the Reviewing Party to the Facility;

5.3.5. adversely impact the listing of the Facility or deviate from the standards required to maintain the listing of the Facility on the National Register of Historic Places.

**5.4. No Liability for Approval of Alterations.** The Reviewing Party's review of the Alteration Plans will be solely for that Party's purposes and will not imply that that Party has reviewed the Alteration Plans for quality, design integrity, legal compliance, or other substantive matters. Contracting Party will be responsible for any omissions or errors in the Alteration Plans. The Reviewing Party's review will be solely to determine that the proposed Alterations are consistent with the public purposes of this Agreement.

**5.5. Construction of Alterations.** The Contracting Party will cause an approved Alteration to be constructed in a good and workmanlike manner, be completed promptly, and use new materials.

5.5.1. **Compliance with Law.** All Alterations, whether permanent or temporary, must comply with all applicable federal, state and local statutes, codes, ordinances, rules, and regulations. The Contracting Party will obtain all necessary permits from regulatory agencies, including, but not limited to the Pima County Development Services Department, the Pima County Flood Control District, and the State Fire Marshall.

5.5.2. **Contractor Indemnification.** Every construction contract must include the contractor's agreement to indemnify and defend both Parties from and against any and all liability, damages, and expenses of any kind or nature suffered or incurred by the Party as a result, in whole or in part, of any negligent or willfully wrongful acts or omissions of the contractor.

5.5.3. **Contractor Insurance.** Every construction contract must require said contractors to obtain insurance coverage of a type and amount acceptable to the Parties and to name both Parties as additional insureds with respect to liability arising out of the performance of said contracts. Within thirty (30) days after completion of any buildings or improvements, the Contracting Party Operator must deliver to County a complete and reproducible set of as-built plans.

5.5.4. Interference with Project. Operator will not unreasonably interfere with the County's construction of an approved Alteration, and the County will not, in the course of construction, unreasonably interfere with Operator's operation of the Facility.

5.5.5.

5.6. Liens. Operator must timely pay all Operator's contractors, subcontractors, mechanics, laborers, or materialmen providing materials or services with respect to the Facility, and will indemnify and defend County against all legal costs and charges resulting from any liens filed against the Facility by any person or entity providing materials or services to the Facility.

5.7. Property of County. Once installed, Alterations are part of the Facility, owned by the County and maintained and repaired by Operator as provided in this Operating Agreement.

## **6. Improvements to Golf Course.**

6.1. Operator must obtain County's prior written approval for any improvements to the Golf Course estimated to cost over \$2,500.00. Improvements must be constructed in a good and workmanlike manner using new materials, in compliance with the approved plans and specifications and with all applicable laws, rules, and regulations, including all applicable building, electrical and other codes. Operator must obtain necessary permits when required.

6.2. Improvements placed upon the Golf Course will become the property of the County at the time they are installed or constructed, and will be surrendered to the County upon the termination of this Cooperative Agreement, free and clear of all liens and encumbrances of every kind. On the termination of this Cooperative Agreement, all improvements on the Golf Course will be returned by the Operator to the County in as good condition as the same now are, except for reasonable wear and tear.

7. **Fees.** Operator may charge fees for any programs, in-service workshops or other activities that Operator conducts on the Golf Course. As these fees may vary according to the activity conducted, Operator will not less than annually submit a proposed schedule of fees to the A&T Director for review and approval. Operator will set daily fees relating to golf playing and cart rental. Such daily fees will be commensurate with those fees charged at other public golf courses in Pima County and will be subject to County review and approval. At least thirty (30) days prior to the effective date of any change in fees, Operator will notify A&T, and any such proposed change in fees will be considered approved if no objection to the fee change is made within ten (10) days after the notice to A&T.

8. **Concessions.** Operator may operate concessions and food services on the Golf Course only in connection with its operation of the Golf Course. Operator will comply and will ensure that any subcontractors or concessionaires comply with all applicable regulations and laws in the operation of any concession.

9. **Condition of Golf Course/Maintenance & Repairs.** Operator accepts the Golf Course in an "as is" condition. Operator will maintain the Golf Course at all times hereunder in a good, clean, safe and sanitary condition, at its sole cost and expense, including making any necessary repairs or replacements or improvements thereon, and will leave the Golf Course, upon the expiration or earlier termination of this Agreement, in a condition at least as good as upon the Effective Date, reasonable wear and tear excepted. Operator will be responsible for the entire maintenance repair and security of the Golf Course and contents therein. Operator will take all necessary steps and precautions to guard against vandalism and other potential damage to the Golf Course. Operator will maintain the grounds and facilities of the Golf Course in a safe and sanitary condition for the use of the public and to dispose of trash and garbage left on the Golf Course by the public, in a method approved by the County.
10. **Utilities and Taxes.** Operator will pay the cost of all utilities and taxes, if any, in connection with its operation of the Golf Course.
11. **Signs.** Operator may affix and maintain upon the Golf Course such signs relating to the services provided on the Golf Course as Operator deems appropriate; provided, however, if such signs are visible outside of the Golf Course, such signs must first receive the written approval of the A&T Director as to type, size, color, location, copy nature and display qualities; and provide further that all signs utilized by Operator on or about the Golf Course, whether visible outside the Golf Course or not, will at all times comply with the Pima County Sign Code and will be installed and maintained at Operator's sole cost. Any and all signs placed by Operator on the Golf Course will be immediately removed by Operator upon termination of this Agreement for any reason, and any damage resulting from such removal will be repaired immediately by Operator at its sole cost. Operator will pay all costs for construction, erection, installation, maintenance, and repair of any sign either currently in existence or to be erected or installed or otherwise placed on the Golf Course. Operator will, through coordination with Pima County identify the Golf Course as belonging to Pima County in signs placed at the entrances to the Golf Course and will acknowledge the contribution of Pima County in providing the Golf Course to Operator in Operator's annual report and publications.
12. **Environmental.** Operator will not cause or allow any hazardous or toxic substance or material to be brought upon, kept, or used in or about the Golf Course by Operator, its agents, employees, contractors or invitees. Operator will fully comply with all environmental rules and regulations with respect to its operations on the Golf Course and will remediate and clean up any contamination of the Golf Course occurring during the term of this Agreement or any prior agreement between Operator and County for operation of the Golf Course.
13. **Protection of Native Environment.** Operator will operate the Golf Course in a manner consistent with the protection of the natural environment of the Golf Course. Operator will apply enough water to the golf course to keep the course in good condition, which may result in some death of native plants. Operator will take any precautionary steps necessary to prevent deterioration of the Golf Course. Operator will not conduct, nor permit any other



person to conduct mining, quarrying, sand hauling, or timbering of any kind on the Golf Course except with the prior written approval of the County. Operator will not permit the hunting or trapping of wild birds or animals on the Golf Course, nor the destruction or removal of plants, shrubs, trees or grasses, from the Golf Course. Operator will not discharge any waste or by-products of materials on land into water channels that might possibly result in harm to wildlife or to human water supplies. Operator will take all reasonable measures to protect the scenic, aesthetic values of the area and to prevent soil erosion and gulying that might be caused by construction or improper utilization of resources. Operator will discourage vandalism or disorderly conduct, including when necessary, the calling in of appropriate law enforcement officers and assisting in any subsequent prosecution.

14. **Advertising.** No name other than Ajo Community Golf Course, DBA, Ajo Country Club may be used to identify, advertise, or promote the Golf Course except with the A&T Director's prior written approval. Operator must obtain the A&T Director's prior written approval for the placement of any advertising signs on the Golf Course.
15. **Quality of Products and Services.** All food, drinks, beverages, and refreshments, sold or kept for sale by Operator or any subcontractor or concessionaire on the Golf Course, must be first class in quality, wholesome, and pure, meeting the standards of the Pima County Health Department and other appropriate agencies. Prices charged must be consistent with those charged at similar public facilities in the area of Ajo, Arizona. No impure articles may be sold or kept for sale by Operator. Operator will, at all times, keep on hand a sufficient supply of all merchandise to adequately serve the public. All services provided by Operator will be rendered courteously and efficiently. The County may order the cessation of sales of any items it deems objectionable, or require that their quality be improved.
16. **Entry by County.** County may enter the Golf Course at reasonable times to inspect the Golf Course and Operator's operation of it.
17. **Security.** Operator will be secure the Golf Course and prevent any unlawful or unauthorized use of it. When the Golf Course is not being used, it will be secured in order to prevent unsupervised use or entry into the Golf Course. Operator will contact law enforcement authorities when it appears necessary to protect the Golf Course and any persons or property on it, and it will assist in any resulting prosecution.
18. **Operator not an Agent of County.** Operator is not an agent of County for any purpose under this Agreement or otherwise. Operator will control activities on the Golf Course, and County will not control those activities. Operator's employees and servants will not be under the control of County.
19. **Well Site.** It is understood and agreed that a well site, with pump house and pumps and appurtenant piping and other installations for the pumping of non-potable water exists on the Golf Course and is subject to a Lease by Pima County to the Freeport McMoran Corporation; and it is understood that this Cooperative Agreement is subject to all the terms

and conditions of said Agreement to Freeport McMoran and any rights to be reserved by the United States Army to serve future facilities.

**20. Accounting and Records.** Operator will maintain an accounting system that conforms to generally accepted accounting principles and accurately reflects the operation of the Golf Course. Within 60 days of the end of Operator's fiscal year, Operator will submit to the County an annual statement reflecting the income statement and balance sheet for the operation of the Golf Course. Operator's books, records, and accounts, may be inspected or audited by authorized representatives of the County at all reasonable times. The manner of record keeping will be subject to the approval of the Director of the Pima County Department of Finance and Risk Management.

**21. Notices.** Any notices required under this Agreement must be in writing and served by delivery or by certified mail upon the other party as follows, or such other address as either party from time to time designates by written notice:

If to County:	If to Operator:
Diane Frisch, Director Attractions & Tourism Pima County 115 N. Church Ave, Suite 221 Tucson, AZ 85701-1404 Telephone: (520) 724-7355	Statutory Agent Ajo Community Golf Course P.O. Box 400 Ajo, AZ 85321-0400 Telephone: (520) 387-3068

**22. Cancellation for Conflict of Interest.** This Agreement may be cancelled for conflict of interest pursuant to A.R.S. § 38-511.

**23. Reservation of Rights.** Nothing in the Cooperative Agreement will be construed to interfere with the County's right to establish easements through the Golf Course for utilities and for other purposes. County reserves all mineral, gas, oil, and water rights. County will not unreasonably interfere with Operator's operation and management of the Golf Course.

**23. Insurance Requirements.** Operator will procure and maintain, throughout the term of this Agreement, insurance against claims for injury to persons or damage to property that may arise from or in connection with the actions of Operator, its agents, representatives, employees, volunteers or subcontractors, as provided below. Operator will require any subcontractors and concessionaires to also obtain and maintain, during the term of their operations at the Golf Course, insurance that complies with the below requirements.

**23.1. Minimum Scope and Limits of Insurance.** The Operator will at its expense, maintain the following insurance during the term of this Agreement.

**23.1.1. Commercial General Liability.** Coverage must be in an amount not less than \$2,000,000.00, for each occurrence to include bodily injury, broad form property damage, products and completed operations and blanket contractual liability.

23.1.2. Liquor Liability Insurance. Coverage is required whenever alcohol is being sold. The insurance coverage is to be provided by the vendor providing the liquor and the bartender(s) for the event. The Liability Policy may be under the vendor's CGL Policy or a specialized policy with policy limits of at least \$2 million per occurrence and \$4 million general aggregate. The policy must be endorsed to include Pima County and the Operator as additional insureds.

23.1.3. Commercial Business Automobile Liability. Insurance coverage with a combined single limit for bodily injury and property damage of not less than \$1,000,000 each occurrence with respect to any of the Operator's owned, hired, and non-owned vehicles used in the performance of this Contract.

23.1.4. Workers' Compensation (WC) and Employers Liability – Arizona Statutory requirements and Employer's Liability coverage with policy limits of \$1,000,000 and each accident and each person – disease.

23.1.5. Builders Risk. Operator must obtain builder's risk insurance for any alteration projects it carries out on the Golf Course in an amount equal to the contract amount including all subsequent change orders. The policy will be endorsed to include Pima County and its districts as additional insured. Coverage will be written on an all risk replacement cost basis and will include coverage for flood and earth movement as well as coverage for losses that may occur during equipment testing. Policy will contain a waiver of subrogation endorsement in favor of Pima County and its districts and will be maintained until the final payment is made and the project is fully released to the Operator. The Finance Director (as defined below) will determine the amount of insurance required.

23.2. Injury Reports. By the 15th of each month, the Operator will provide to Pima County, Attractions & Tourism, a report listing any incident involving material injury to persons or damage to property occurring at the Golf Course. If any such injury to persons requires emergency medical treatment, the Operator will contact County within one (1) business day of such incident. County may investigate any incident involving injury to persons or property occurring at the Golf Course and the Operator will provide County with all information available to the Operator about such incident.

23.3. Additional Insurance Requirements. The policies must include, or be endorsed to include, the following provisions:

23.4. Additional Insurance Requirements. The policies must include, or be endorsed to include, the following provisions:

23.4.1. 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 Agreement, and Operator must maintain such coverage for a period of not less than three (3) years following expiration, termination or cancellation of this Agreement.

- 23.4.2. Additional Insured. The General Liability and Business Automobile Liability Policies must each be endorsed to include Pima County and its districts as an additional insured. The liability policies must also name County's officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Operator.
- 23.4.3. Subrogation. The General Liability, Business Automobile Liability and Workers' Compensation Policies must each be endorsed to contain a waiver of subrogation endorsement in favor of Pima County, and its departments, districts, boards, commissions, officers, officials, agents, and employees for losses arising from work performed by or on behalf of Operator.
- 23.4.4. Primary Insurance. Operator's policies must stipulate that they are primary and that any insurance carried by Pima County, its district, its agents, officials, or employees is excess and not contributory insurance. All insurance deductibles and retentions are the responsibility of the Operator and not Pima County. Coverage provided by Operator may not be limited to the liability assumed under the indemnification provisions of this Agreement.
- 23.5 No Limitation on Indemnity. These insurance requirements are minimum requirements and in no way limit the indemnity covenants contained in this Agreement. County in no way warrants that the minimum required limits are sufficient to protect Operator from liabilities that might arise out of activities at the Golf Course by Operator, its agents, representatives, employees or subcontractors, and Operator is free to purchase additional insurance.
- 23.6 Notice of Cancellation. Each required insurance policy must provide that it may not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days prior written notice to Pima County.
- 23.7 Acceptability of Insurers. Insurance must be placed with duly licensed or approved non-admitted insurers in the state of Arizona with an "A.M. Best" rating of not less than A- VII. County in no way warrants that the above-required minimum insurer rating is sufficient to protect Operator from potential insurer insolvency.
- 23.8 Verification of Coverage. Operator will furnish County with certificates of insurance (ACORD form or equivalent approved by County) showing it has the required insurance policies. Each certificate must be signed by a person authorized by that insurer to bind coverage on its behalf. Failure to maintain the insurance policies as required by this Agreement, or to provide evidence of renewal, is a material breach of this Agreement. County reserves the right to require complete, certified copies of all insurance policies required by this Agreement at any time.
- 23.9 Modification of Insurance Requirements. If at any time, in the sole opinion of the Director of the County Finance & Risk Management Department (the "Finance Director"), the below insurance requirements no longer provide sufficient protection for

County, the Finance Director may modify the requirements, with at least 30 days prior notice to Operator.

- 23.10 Sub-Contractors. Operator must include all subcontractors as additional insureds under its policies, or must require the subcontractors to carry insurance satisfying all the requirements of this Section 23, including the obligation to provide certificates and endorsements.
24. **Indemnification.** To the fullest extent permitted by law, the Operator will defend, indemnify, and hold harmless County, its officers, agents, and employees, from and against any and all claims, liabilities, losses, damage, cost and expense, including but not limited to reasonable attorney's fees and/or litigation expenses, arising out of or resulting from the conduct or management of the Golf Course, or any accident, injury, damage, or violation of law whatsoever occurring in or at the Golf Course allegedly caused by any act or omission of the Operator or anyone directly or indirectly employed by it, its agents, representatives, contractors, subcontractors, licensees, invitees, or anyone for whose acts it may be liable, unless and to the extent caused by the negligent act or omission of County or any of its officers, agents, or employees. To the fullest extent permitted by law, the Operator will also indemnify County against any claim, liability, damage, cost, or expense arising out of the release of any hazardous substance, hazardous waste, hazardous materials, or petroleum products or by products on, from or under the Golf Course during the term of this Agreement or during any prior operation of the Golf Course by Operator.
24. **Non-Discrimination.** Operator will not, during the term of this Cooperative Agreement, 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. Operator will comply with the provisions of Arizona Executive Order 75-5, as amended by Executive Order 99-4, which is incorporated into this Cooperative Agreement as if set forth in full.
25. **Choice of Law.** The laws of the State of Arizona apply to any action relating to this Agreement and any court action must be brought in a court in Pima County, Arizona.
26. **Default/Termination.** County may present written notice of default to Operator specifying the nature of the default. Upon failure of Operator to remedy the defect within thirty (30) days of such notice, County may terminate this Agreement. Both parties may pursue any other remedies provided by law for the breach of this Agreement. No right or remedy conferred or reserved is intended to be exclusive of any other right or remedy, and each will be cumulative and in addition to any other right or remedy conferred or reserved in this Agreement. In the event of termination for Operator's default, County may enter the Golf Course to take possession with or without process of law; such entry will not constitute forcible entry or detainer, nor will it cause a forfeiture of payments due under this Agreement, nor a waiver of any covenant or condition in this Agreement that is to be performed by Operator. Operator will make no claim of any kind against County, its officers, employees or other representatives by reason of such acts.

27. **Personal Property.** Operator will maintain a current inventory of all items of personal property owned by Operator and placed or kept on the Golf Course by Operator. Any items of personal property left on the Golf Course upon expiration or earlier termination of this Agreement will become the property of County and may be sold or otherwise disposed of by County without liability to Operator.
28. **Liens.** Operator will timely pay all contractors, subcontractors, mechanics, laborers, or material men providing materials or services with respect to the Golf Course, and will not allow any lien to attach to the Golf Course or any interest therein, and will indemnify and defend County against all legal costs and charges resulting from any such lien.
29. **Non-Waiver.** The failure of either party to insist in any one or more instances upon the full and complete performance of any of the terms and provisions of this Agreement to be performed by the other party, or to take any action permitted as a result thereof, will not be construed as 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.
30. **Assignment/Subletting.** Any attempted assignment of Operator's rights or obligations under this Agreement without the prior written consent of County will be void. This Agreement will be binding on any and all successors and assigns of County and Operator.
31. **Entire Agreement.** This Agreement is the entire contract between County and Operator with respect to the Golf Course and any modifications to it must be in writing and signed by both parties.
32. **Materiality and Severability.** Each substantive term of this Cooperative Agreement is material, and breach by Operator of any of those terms is a material breach of this Agreement. Each term of this Agreement stands alone, and any term found to be prohibited by law will be ineffective to the extent of such prohibition, without invalidating the remainder of this Agreement.
33. **Waiver of Claims Against the County.** Upon execution of this Agreement, Operator waives any and all rights or claims that it may have against the County as of the Effective Date relating to the Golf Course.
34. **Mediation.** In the event that there is a dispute hereunder which the parties cannot resolve between themselves, the parties agree that there will be a forty-five (45) day moratorium on litigation during which time the parties agree to attempt to settle the dispute by nonbinding mediation before commencement of litigation. The matter in dispute will be submitted to a mediator mutually selected by Operator and County. In the event that the parties cannot agree upon the selection of a mediator within seven (7) days, then within three (3) days thereafter, County and Operator will request the presiding judge of the Superior Court in and for the County of Pima, State of Arizona, to appoint an independent mediator. The cost of any such mediation will be divided equally between County and Operator. The results of the mediation will be nonbinding on the parties, and any party will be free to initiate litigation subsequent to the moratorium.

### **35. Legal Arizona Workers Act Compliance.**

**35.1. 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.

**35.2. 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.

**35.3. 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.

**35.4. 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."

**36. Scrutinized Business Operations.** Pursuant to A.R.S. §§ 35-391.06 and 35-393.06, Operator hereby certifies that it does not have scrutinized business operations in Iran or Sudan. The submission of a false certification by Operator may result in action up to and including termination of this Cooperative Agreement.

**37. 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.

THE REMAINDER OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment on the day, month, and year written below

**COUNTY:**

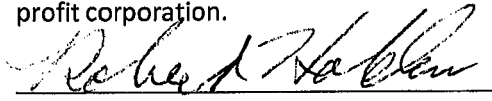
Pima County, a political subdivision of the State of Arizona

\_\_\_\_\_  
Richard Elias  
Chairman, Board of Supervisors

Date: \_\_\_\_\_

**OPERATOR:**

Ajo Community Golf Course, an Arizona non-profit corporation.

  
\_\_\_\_\_  
Robert Holden  
Director

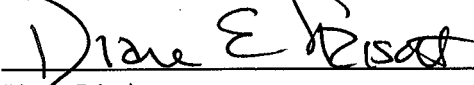
Date 01/22/2020

**ATTEST:**

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

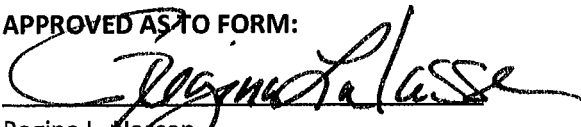
Date \_\_\_\_\_

**APPROVED AS TO CONTENT:**

  
\_\_\_\_\_  
Diane Frisch  
Director, Attractions and Tourism

Date 1/27/2020

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
Regina L. Nassen  
Deputy County Attorney

Date 1-24-2020



AJO COUNTRY CLUB

LEGAL DESCRIPTION

All that portion of the Southeast quarter of Section 23, Township 11 South, Range 6 West, Gila and Salt River Base and Meridian, Pima County, Arizona, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

Commencing at the section corner common to Sections 23, 24, 25 and 26, Township 11 South, Range 6 West, Gila and Salt River Base and Meridian, said corner being a standard 2-inch iron pipe with a metal cap, this point being the Southeast corner of the tract and THE TRUE POINT OF BEGINNING;

THENCE South 89°55'00" West, a distance of 1,648.30 feet;

THENCE North 59°13'00" West, a distance of 659.62 feet;

THENCE North 13°04'00" West, a distance of 381.90 feet;

THENCE North 12°36'00" East, a distance of 316.70 feet;

THENCE North 00°01'00" West, a distance of 561.28 feet;

THENCE North 89°55'00" East, a distance of 1,781.95 feet;

THENCE North 00°01'00" West, a distance of 350.00 feet;

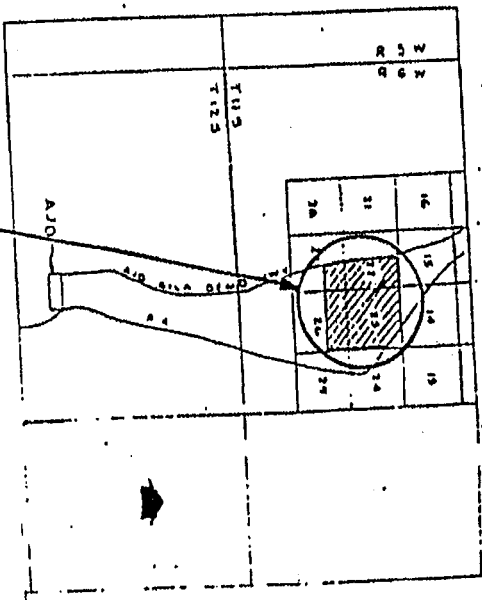
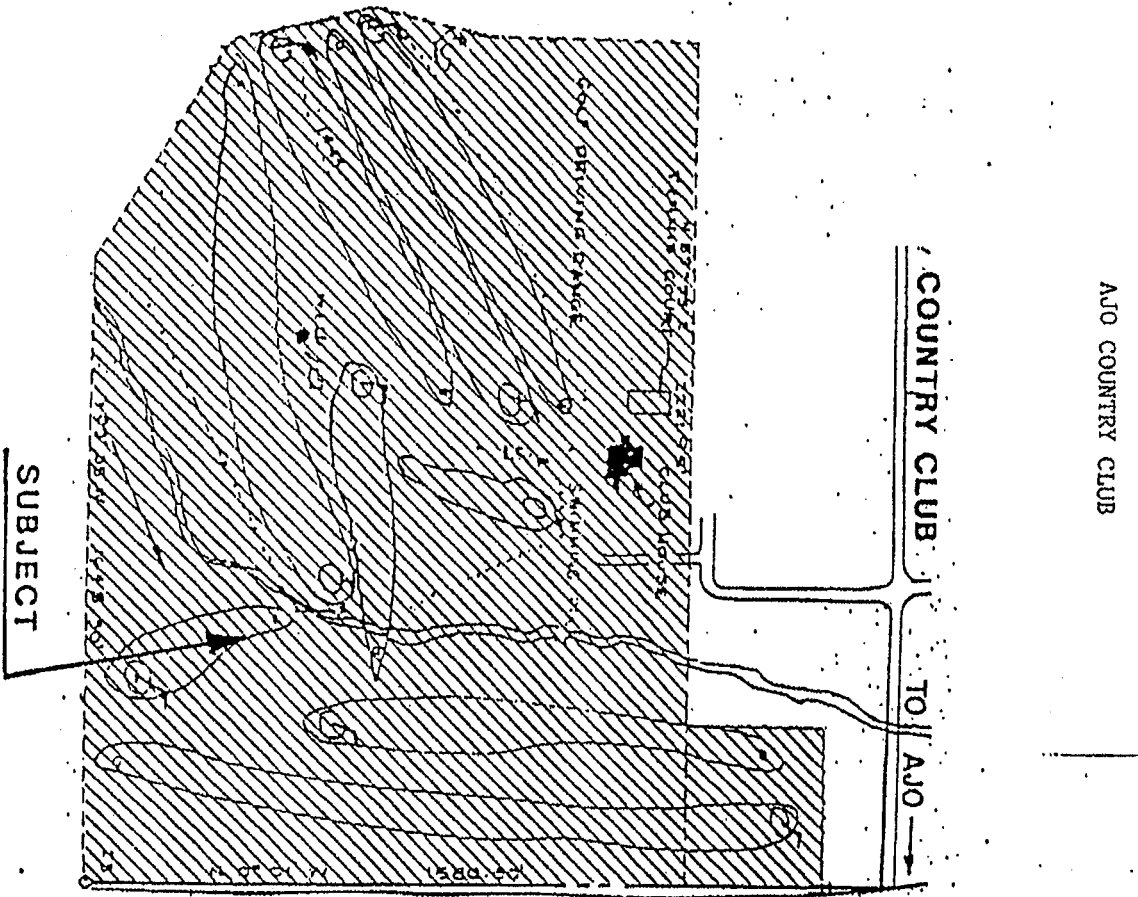
THENCE North 89°55'00" East, a distance of 450.00 feet;

THENCE South 00°01'00" East, a distance of 1,930.80 feet to the TRUE POINT OF BEGINNING.

AREA CONTAINS: 82.7 Acres/more or less

This is an Official Copy of the Pima County  
computer-generated and certified to the Pima County

SECTION 23 TOWNSHIP 11S RANGE 6W



THIS LOCATION

RECORDS & MAPPING SECTION  
 DEPARTMENT OF TRANSPORTATION  
 & FLOOD CONTROL DISTRICTS

LOCATION MAP

also under airfloat  
(H-1010-35)

BOOK 194 PAGE 150 NP.

EXHIBIT

(Consisting of 1 Page)

PERSONAL PROPERTY

NP-S No.	3930324	1	Tractor, Wheel, Case, 4wd. SI. Ser. #1804946
"	2661866	1	Truck, Refrator, UCL #130360, Ser. #17144-eng-1324
"	2861116	1	Tractor, Wheel, Case S.R. #920
"	2661116	1	Compressor, Air, Trailer Type Ser. #T-1677
"	2660726	1	Kettle, Hitmanous
"	3930016	1	Truck, Ford, 1/2 Ton, Cargo (Jeep) #U-46683-eng-26432
"	3930891	1	Truck, IHC Dump, 2 1/2 Ton, Tag No. RHC 7014, Ser. #12611-eng-12609
"	3930891	1	Truck, Cargo, 2 1/2 T N, Tag No. RHC 6604, Ser. #22934-eng-16604
"	2661493		Miscellaneous Building - 1 1/2
		1	Truck, Fire, #S-501947
		1	Truck, Crasn, #S-7-10077.
			Extinctors, misc.
			Ladders, Fire, misc.
		4	Telephone sets (4)
		1	Cases, met l, carbide lamps
			Pipe fittings
			Steel barrows
		1	Ornamental Fountain
			Fire wire
			Galvanized Pipe
		1	House Table
		1	Treatment Table
		1	Telephone Lardinal Board

GENERAL SERVICES ADMINISTRATION

(NOTICE)

DELEGATION OF AUTHORITY

CONTINUING PRIOR DELEGATIONS OF AUTHORITY OF WAR ASSETS ADMINISTRATION

Pursuant to the authority vested in me as Liquidator of War Assets by Administrator's Temporary Regulation No. 1, dated July 1, 1949, and the Federal Property and Administrative Services Act of 1949, I hereby declare that all delegations of authority in effect on June 30, 1949 in the War Assets Administration shall continue in full force and effect with respect to all matters pertaining to War Assets transferred to the General Services Administration by the Federal Property and Administrative Services Act, 1949 or to the Administrator of General Services.

125705-00-12

CERTIFICATE

WAR 194-151

I, the undersigned L. S. Wright, Secretary, The General Board,  
General Services Administration, War Assets ~~Administration~~, in my  
official capacity as such Secretary,

and duly authorized in the DELEGATION OF AUTHORITY INCIDENT TO THE CARE,  
7, 1949.  
HANDLING AND DISPOSITION dated June ~~1949~~, to make the following certifi-  
fication, do hereby certify:

2715  
7

1. That Robert B. Bradford is the  
Regional Director, Region 10, General Services Administration,

War Assets Administration, duly appointed, and acting in such  
capacity at the time of the execution of the above instrument.

2. That the attached DELEGATION OF AUTHORITY INCIDENT TO THE  
CARE, HANDLING AND DISPOSITION is a true and correct copy of the original  
of said DELEGATION OF AUTHORITY dated June ~~1949~~,  
7, 1949.

Given under my hand this 14th day of August, 1949.

L. S. Wright  
Secretary, The General Board  
(Title)  
General Services Administration  
(Official)  
War Assets Administration

BOOK 194 PAGE 152

(NOTICE)

DELEGATION OF AUTHORITY PG. 88

27453 2

DELEGATION OF AUTHORITY INCIDENT TO THE CARE, HANDLING, AND CONVEYANCING OF SURPLUS REAL PROPERTY AND PERSONAL PROPERTY ASSIGNED FOR DISPOSAL THEREWITH.

The Director, Industrial Real Estate Disposal Division, the Director, General Real Estate Disposal Division, and the General Counsel, War Assets Administration; the Regional Director and the Associate Regional Director, in each and every War Assets Administration Regional Office; and any person or persons designated to act, and acting, in any of the foregoing capacities, are hereby authorized, individually (1) to execute, acknowledge and deliver any deed, lease, permit, contract, receipt, bill of sale, or other instruments in writing in connection with the care, handling and disposal of surplus real property, or personal property assigned for disposition with real property, located within the United States, its territories and possessions, (2) to accept any notes, bonds, mortgages, deeds of trust or other security instruments taken as consideration in whole or in part for the disposition of such surplus real or personal property, and to do all acts necessary or proper to release and discharge any such instrument or any lien created by such instrument or otherwise created, and (3) to do or perform any other act necessary to effect the transfer of title to any such surplus real or personal property located as above provided; all pursuant to the provisions of law, including the Surplus Property Act of 1944, as amended (56 Stat. 768; 50 U.S.C. App. Supp. 1611); Public Law 181, 79th Cong. (59 Stat. 835; 50 U.S.C. App. Supp. 1614 a, 1614 b); Reorganization Plan 1 of 1947 (12 P.S. 4534); Public Law 289, 80th Cong. (81 Stat. 678); Public Law 879, 80th Cong.; Public Law 885, 80th Cong.; Public Law 816, 80th Cong.; War Assets Administration Appropriation Acts; and War Assets Administration Regulation No. 1 (12 P. R. 6661), as amended.

The Regional Director in each and every War Assets Administration Regional Office is hereby authorized to redelegate to such person or persons as he may designate the authority delegated to him by this instrument.

J. S. Wright, the Secretary of The General Board War Assets Administration, is hereby authorized to certify true copies of this Delegation and provide such further certification as may be necessary to effectuate the intent of this Delegation in form for recording in any jurisdiction, as may be required.

This Delegation shall be effective as of the opening of business on June 7, 1949.

This authority is in addition to delegations of authority previously granted under dates of May 17, 1946; May 29, 1946; July 30, 1946; September 18, 1946; October 31, 1946; November 22, 1946; January 13, 1947; June 6, 1947; December 1, 1947; April 9, 1948; July 1, 1948; and April 1, 1949; but shall not in any manner supersede provisions of said delegations as do not conflict with the provisions of this Delegation.

*Paul J. Mandes*  
PAUL J. MANDÉS  
Administrator

Dated: 11th 1949

DELEGATION OF AUTHORITY

BOOK 194 PAGE 151

To: Donn A. Biggs, Director of Disposals  
(Name and full title of delegatee)

27452 6

1. Pursuant to the authority delegated to me in that certain Delegation of Authority, dated June 7, 1943, signed by Paul L. Mather, Administrator, entitled "Delegation of Authority Incident to the Care, Handling, and Conveyancing of Surplus Real Property and Personal Property Assigned for Disposal Therewith", I hereby authorize Donn A. Biggs, Director of Disposals, War Assets Administration, Region 13, San Francisco, California, individually (1) to execute, acknowledge and deliver any deed, lease permit, contract, receipt, bill of sale, or other instruments in writing in connection with the care, handling and disposal of surplus real property, or personal property assigned for disposition with real property, located within the United States, its territories and possessions, (2) to accept any notes, bonds, mortgages, deeds of trust or other security instruments taken as consideration in whole or in part for the disposition of such surplus real or personal property, and to do all acts necessary or proper to release and annul any such instrument or any lien created by such instrument or otherwise created, and (3) to do or perform any other act necessary to effect the transfer of title to any such surplus real or personal property located as above provided; all pursuant to the provisions of law, including the Surplus Property Act of 1940, as amended (48 Stat. 265; 53 U.S.C. App. Supp. 1011); Public Law 121, 79th Cong. (49 Stat. 412; 53 U.S.C. App. Supp. 1012); Public Law 121, 79th Cong. (50 Stat. 1047 (12 F.R. 45-64)); Public Law 429, 80th Cong. (54 Stat. 472); Public Law 429, 80th Cong. (54 Stat. 484); Public Law 416, 76th Cong. (40 Stat. 116); War Assets Administration Appropriation Acts and War Assets Administration Regulation No. 1 (16 F.R. 2001), as amended.
2. This authority may not be re-delegated.
3. This delegation shall be effective June 1, 1944 and shall terminate automatically on June 30, 1945, unless the position named above is filled by the date of termination.

Paul L. Mather  
Administrator

WAR ASSETS ADMINISTRATION

ACCEPTED

June 1, 1944

I hereby acknowledge receipt of the authority and certify that I will exercise the authority as set forth in the above mentioned instrument.

EXHIBIT "B"

5894 square foot clubhouse and residence

6 - 10 foot x 16 foot metal sheds

1 - 10 x 40 foot metal shed

1 - 10 foot x 20 foot metal shed - frame walls and metal roof

This is an Official Copy of the Clark County  
courtesy provided by the Clark County