



BOARD OF SUPERVISORS AGENDA ITEM REPORT
CONTRACTS / AWARDS / GRANTS

☐ Award ☒ Contract ☐ Grant

Requested Board Meeting Date: April 21, 2020

* = Mandatory, information must be provided

or Procurement Director Award ☐

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

Aztlan Youth Program, Inc.

***Project Title/Description:**

Centro Del Sur Community Center and Boxing Gym

***Purpose:**

Contractor desires to utilize Centro Del Sur community center to operate youth and adult amateur boxing programs.

***Procurement Method:**

Non-Procurement contract and not subject to Procurement rules. Citing Arizona Revised Statute 11.933.

***Program Goals/Predicted Outcomes:**

This is a private/public partnership for benefit of Pima County residents.

***Public Benefit:**

Operator provides no cost recreational programs for youth and adults in an underserved area.

***Metrics Available to Measure Performance:**

Operator will provide annual report regarding enrollment, participation numbers.

***Retroactive:**

No

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To COB 4-3-2020
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Contract / Award InformationDocument Type: CTN Department Code: PR Contract Number (i.e., 15-123): 20*0111Effective Date: 05/05/2020 Termination Date: 05/04/2021 Prior Contract Number (Synergen/CMS): _____☒ Expense Amount: \$* 0.00 ☐ Revenue Amount: \$ _____***Funding Source(s) required:** General FundFunding 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: Robert PadillaDepartment: Natural Resources, Parks and Recreation Telephone: 724-5235Department Director Signature/Date: [Signature] 03/27/20Deputy County Administrator Signature/Date: [Signature] 3/31/2020County Administrator Signature/Date: [Signature] 3/31/2020

(Required for Board Agenda/Addendum Items)

Pima County Department of Natural Resources, Parks and Recreation

Project: Operation of Centro Del Sur Community Center and Boxing Gym

Contractor: Aztlan Youth Program, Inc.

Amount: \$0.00

Contract No.: CTN-PR-20*0111

Funding: General Fund

AGREEMENT FOR OPERATION AND ADMINISTRATION

1. **Parties; Effective Date.** This Agreement for Operation and Administration ("**Agreement**") is entered into by and between Pima County, a body politic and corporate of the State of Arizona ("**County**"), and Aztlan Youth Program, Inc., an Arizona non-profit corporation ("**Operator**"). County and Operator are individually referred to as a "**Party**" and collectively as the "**Parties**". The effective date of this Agreement is the later of the dates of execution of this Agreement by both Parties.

2. **Background.**

2.1. County is authorized pursuant to A.R.S. § 11-933, to enter into agreements for the operation of County public parks, as defined in A.R.S. § 11-931.

2.2. Operator is locally owned and organized under the laws of the State of Arizona.

2.3. County owns the Centro del Sur Neighborhood Center ("**Center**"), located at 1631 South 10th Avenue, Tucson, AZ 85713 and desires to enter into an agreement for operation and administration of the portion of the Center depicted on **Exhibit A** attached hereto (the "**Premises**"). The improvements located on the Premises are hereinafter referred to as the "**Facilities**". The Premises does not include the Area within **Exhibit A** referred to as the Community Prevention and Public Health Department ("CPPHD"), and which is currently vacant. Users of the facilities will share the parking area designated on **Exhibit A**.

3. **Purpose and Use.**

3.1. Pursuant to the terms of this Agreement, Operator will use the Premises

solely for the purpose of operating, administering, and coordinating the training of youth and adult-based amateur and professional boxing programs as sanctioned by the Arizona State Boxing Commission and USA Boxing, martial arts, and weight and physical training (the “**Permitted Use**”) for the benefit of the citizens of and visitors to Pima County.

3.2. Operator will use the Premises only for the Permitted Use. In the event Operator desires to use the Premises for any other purpose, Operator will submit a detailed written request to the Director of the Pima County Department of Natural Resources, Parks & Recreation (“**NRPR**”) no less than ten (10) working days prior to the proposed event or activity for review and approval or disapproval, prior to initiating any and all advertisements or programs not included within this Agreement. All such special events and activities require the prior written approval of the NRPR Director or his designee prior to their implementation.

3.3. Nothing in this Agreement implies permission to conduct any business, allow any other occupancy or use, or build or maintain any facility except for the Permitted Use. Operator will promote the concept of wholesome, affordable, family-type recreation. Advertisements, signs, brochures and other promotional publicity must accurately reflect the services Operator provides, the status of this Agreement and Operator’s authority hereunder.

4. **Rent** Because of the services to be provided to traditionally underserved youth in the community, Operator will pay no rent to County during the term of this Agreement.

5. **Responsibilities of Operator.** Operator will provide all of the services listed below:

5.1. Personnel. Operator is responsible for the hiring and scheduling of staff for both Boxing Club and Weight Training and Physical Fitness participants.

5.2. Age Limit. Operator is responsible for the sanctioning and registration of participants in accordance with the Arizona State Boxing Commission and USA Boxing requirements.

5.3. Seasons/Hours. Operator will obtain the prior approval of NRPR for any changes to its normal seasons or hours of operations.

- 5.4. Supplies. Operator will provide all necessary supplies at Operator's sole cost, unless programs are subcontracted to another party by the Operator, in which case the subcontractor will be solely responsible for these items.
- 5.5. Fees: Operator may charge registration and other fees for the use of the Facilities as determined by the Operator. Operator must submit all fees and fee changes to the NRPR Director or his designee for review and written approval prior to their implementation.
- 5.6. Maintenance of Facilities. Operator is responsible for all maintenance and repair of the Premises' interior and is responsible for the cleanliness and appearance of the exterior of the Premises on a daily basis to ensure hygienic and safe conditions at all times and at Operator's sole cost. Repair and or replacement of the Premises' interior including but not limited to fixtures, surfaces, finishes, treatments, and utility-related amenities and their related costs, for reasons other than by natural causes beyond the control of Operator or Operator's invitees or agents is the sole responsibility of Operator. Operator has no responsibility maintenance of the former CPPHD's health clinic facility.

6. Rights and Responsibilities of County.

- 6.1. Right of Entry.
- 6.1.1. County has the right at all times to enter the Premises.
- 6.1.2. Operator is solely responsible for lost keys and their replacement, and the re-keying of the Premises as needed due to lost or stolen keys.
- 6.1.3. County is solely responsible for all maintenance of the exterior portions of the building, including the roof, and for making any necessary repairs or replacements to the building systems such as furnace and air conditioning systems, exterior walls, sewer and water, and electrical lines outside the building. County will endeavor to initiate said repairs within ten (10) working days of being notified by Operator in writing.

6.2. Inspection. The Premises will be open for inspection by County, its agents and employees at all reasonable times for review of Operator's compliance with this Agreement.

6.3. Ownership and Use of Name. During the term of this Agreement, County and Operator will use the name "**Centro del Sur**" when referring to the Premises unless County and Operator have agreed in writing to apply another name to this facility.

7. **Term.** The term of this Agreement runs for one (1) year commencing on May 05, 2020, unless terminated sooner under the terms and conditions of this Agreement. Operator may request up to four (4) one-year extensions of this Agreement. Operator must submit the written request for extension of this Agreement to the NRPR Director no sooner than two (2) months prior to the end of the first year of the original term or two (2) months prior to the completion of each one-year extension period. Renewal of this Agreement rests in the sole discretion of County. Any failure by Operator to provide County with the required reports under sections 9.2, 9.3 and 9.4 below, or any other significant breach of this Agreement by Operator will constitute grounds for non-renewal of this Agreement by County.

8. **Termination.**

8.1. Right to Terminate:

8.1.1. *Termination for Breach.* If in the judgment of either County or Operator, the other Party does not perform in accordance with the conditions of this Agreement, or is otherwise in material default of any provision of this Agreement, the Party claiming non-performance or default shall give written notice to the other Party specifying the nature of the non-performance or default. If the non-performance or default is not corrected within thirty (30) days after receipt of such written notice, or if the non-performing or defaulting Party fails to diligently pursue remedies for corrections which require more than thirty (30) days to complete, the Party claiming non-performance or default may terminate this Agreement. In the event of the termination of this Agreement by County, Operator's right to operate the Premises will immediately cease and Operator will immediately vacate the Premises.

8.1.2. *Termination without Breach.* Either Party has the right to terminate this Agreement at any time during the term of this Agreement for no reason, upon ninety (90) days' prior written notice to the other Party.

8.1.3. *County's Right to Cure.* In the event of the failure by Operator to comply in a proper and timely manner with any of its obligations as set forth in this Agreement, and Operator's failure to timely cure such failure, County is hereby authorized to perform the same, and Operator will pay to County all County's reasonable and actual expenses in so performing Operator's obligations.

9. **Accounting Records, Financial and Operational Reports.**

9.1. Accounting Records. In connection with the operation of the Premises, Operator will keep and maintain accounting records in accordance with generally accepted accounting principles, and the same will be open for inspection and audit by duly authorized representatives of County at all reasonable times and upon notice to Operator.

9.2. Annual Unaudited Financial Reports. Operator will provide the County Administrator or his designee on an annual basis within forty-five (45) days after Operator's fiscal year ending December 31, a year-end balance sheet and a year-end statement of income and expenses prepared in accordance with generally accepted accounting principles. The financial statements must show all revenues from operation of the Premises and all expenses incurred in connection with the operation of the Premises for Operator's applicable fiscal year.

9.3. Operational Reports. Operator will provide to the County Administrator or his designee on an annual basis within forty-five (45) days after Operator's fiscal year ending December 31, a report showing monthly participation in Operator's programs at the Premises, to include numbers and age groups of youths served, numbers of students enrolled in each program, and the purposes and functions of the activities.

9.4. Injury Reports. By the 15th day of each month, Operator will provide to County a written report listing any incident involving injury to persons or damage to property occurring at the Premises. If any such injury to persons requires emergency medical treatment or transport to a hospital, Operator will contact County within one (1) business day of such incident. County has the right to

investigate any incident involving injury to persons or property occurring at the Premises and Operator will provide County with all information available to Operator about such incident.

10. **Improvements.**

10.1. Right to Construct. County and Operator may construct improvements on the Premises; provided, however, that the Premises must be maintained as boxing, martial arts and fitness gym. For purposes of this Paragraph, "**Improvements**" means a permanent addition made to real property amounting to more than mere repairs or replacement, costing labor or capital, and intended to enhance its value, aesthetics or utility or to adapt it for new or further purposes.

10.2. Consent of County Required.

10.2.1. Operator may not make any improvements, alterations, additions, or changes to the Premises (collectively "**Alterations**") without obtaining prior written consent from:

10.2.1.1. NRPR's director or designee if the cost of the Alterations is less than \$15,000.00;

10.2.1.2. the County Administrator or his designee if the cost of the Alterations is greater than \$15,000.00 and less than \$100,000.00; and

10.2.1.3. the County's Board of Supervisors if the cost of the Alterations is more than \$100,000.00.

10.2.2. If required by County, Operator will provide the County plans and specifications developed by an Arizona registered architect or engineer for County's review prior to initiating any work. County shall have forty-five (45) days after receipt of the Notice of Alternations to approve or reject the proposed Alterations. Failure of County to respond to the Notice of Alterations within forty-five (45) days after receipt of the Notice of Alternations by County will constitute approval.

10.2.3. County will not unreasonably withhold consent to proposed Alterations; provided, however, it is reasonable for County to withhold consent if, among other reasons, the Alterations:

10.2.3.1. Adversely affect the integrity of any structural, mechanical, or electrical system of any portion of the Premises or affect the integrity of the Premises or the Premises' features or infrastructure;

10.2.3.2. Result in County being required to perform any work that County could otherwise avoid or defer;

10.2.3.3. Result in an increase in the premiums for any hazard or liability insurance carried by County or result in an increased risk of liability or pose a safety hazard; or

10.2.3.4. Result in an increase in the demand for utilities or services including wastewater treatment that County provides to the Premises.

10.3. No County Liability for Approval of Alterations. County's review of the plans and specifications is solely for County's purposes and does not imply that County has reviewed the plans and specifications for quality, design, laws, compliance or other like matters. Accordingly, notwithstanding that any construction drawings are reviewed by any County architects, engineers, or consultants, County has no liability whatsoever in connection therewith and is not responsible for any omissions or errors contained in any construction drawings, and Operator's indemnity set forth in the Indemnification Clause of this Agreement specifically applies to the construction drawings. County's review is to determine that the proposed Alterations are consistent with the purposes of this Agreement of providing recreational opportunities for the benefit of the residents of the County.

10.4. Construction of Improvements. All improvements must comply with all applicable federal, state and local codes and ordinances. All construction contracts will include an indemnification provision requiring Operator to indemnify, defend and hold harmless County from all losses, claims, suits, demands, expenses, attorney's fees or actions of any kind or nature arising from Operator's negligent or intentional acts, errors or omissions. Operator will cause said Operators to obtain insurance coverage of a type and amount acceptable to County and to name Operator and County 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, Operator will deliver to County a complete and reproducible set of the plans and specifications of the improvement or buildings as built.

10.5. Indemnification by Operator. Operator will indemnify, hold County harmless, and defend County against liability for any damage to property or injury to persons occasioned by any construction by Operator at the Premises.

10.6. Property of County. All improvements placed upon the Premises become the property of County at the time they are placed thereon, and will be surrendered to County upon the termination of this Agreement, free and clear of all liens and encumbrances of every kind, and in good and operable condition, excluding reasonable wear and tear.

11. **Utilities and Security.**

11.1. Utilities.

11.1.1. County will pay for the cost of electricity, water and waste disposal. Operator will pay for all other utilities, including telephone and other electronic communications.

11.1.2. County has no liability to Operator if any utilities or services furnished by County are interrupted or terminated because of failures, necessary repairs, installation or improvements, or any other cause beyond County's reasonable control, nor will any such termination relieve Operator of any of its obligations under this Agreement

11.2. Law Enforcement. Operator will contact law enforcement officers when necessary to protect the Premises and any persons or property thereon, and will assist in any subsequent investigation, arrest, prosecution, or related action.

12. **General Rights, Obligations and Duties.**

12.1. Insurance on Activities. Operator will not conduct any activity on the Premises which is not covered by the insurance policies provided pursuant to Section 13 of this Agreement without first obtaining the written consent of Pima County Finance and Risk Management Department and without

providing additional insurance covering the activity or event and with coverage limits and carriers acceptable to County. Operator will not do or permit anything to be done in or about the Premises nor bring or keep anything therein which will in any way increase the existing rate of or affect any fire or other insurance upon the Premises or any of its contents or cause a cancellation of any insurance policy covering the Premises or any part thereof or any of its contents.

12.2. Compliance with Laws. Operator will not use the Premises, or permit anything to be done in, on, or about the Premises, which will in any way conflict with any federal, state, or local law, statute, ordinance or governmental rule or regulation now in force or which may hereafter be enacted or promulgated.

12.3. No Discrimination to Users. The Premises will be accessible to the public without discrimination as to race, sex, age, religion, political affiliation, national origin, or disability for recreational purposes.

12.4. No Employment Discrimination. Operator agrees that during the performance of this Agreement, Operator 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. Operator will comply with the provisions of Arizona Executive Order 75-5, as amended by Executive Order 2009-09 issued by the Governor of the State of Arizona, which is incorporated into this Agreement as if set forth in full herein.

12.5. Americans with Disabilities Act. Operator will comply will 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 provided that Operator shall have no obligation to make any Improvements to existing Facilities in order to comply with the Americans with Disabilities Act.

13. **Insurance.** Contractor will procure and maintain at its own expense insurance policies (the "Required Insurance") satisfying the below requirements (the "Insurance Requirements") until all of its obligations under this Contract have been met. The below Insurance Requirements are minimum requirements for this Contract and in no way limit Contractor's indemnity obligations under this Contract. The County in no way warrants that the required insurance is sufficient to protect the Contractor for liabilities that may arise from or relate to

this Contract. If necessary, Contractor may obtain commercial umbrella or excess insurance to satisfy the Insurance Requirements.

13.1. Insurance Coverages and Limits:

13.1.1. Minimum Scope and Limits of Insurance: Contractor shall procure and maintain, until all of their obligations have been discharged, coverage with limits of liability not less than those stated below.

13.1.1.1. Commercial General Liability (CGL) – Occurrence Form with limits not less than \$2,000,000 Each Occurrence and \$2,000,000 General Aggregate. Policy shall include cover for liability arising from premises, operations, independent contractors, personal injury, bodily injury, broad form contractual liability and products-completed operations. Any standard coverages excluded from the CGL policy, such as products/completed operations, etc. shall be covered by endorsement or separate policy and documented on the Certificates of Insurance.

13.1.1.2. Business Automobile Liability – Coverage for bodily injury and property damage on any owned, leased, hired, and/or non-owned autos assigned to or used in the performance of this Contract with minimum limits not less than \$1,000,000 Each Accident.

13.1.1.3. Workers' Compensation and Employers' Liability – Statutory coverage for Workers' Compensation. Workers' Compensation statutory coverage is compulsory for employers of one or more employees. Employers Liability coverage with limits of \$1,000,000 each accident and \$1,000,000 each employee – disease.

13.1.1.4. Professional Liability (E & O) Insurance – This insurance is required for work from professionals whose coverage is excluded from the above CGL policy. The policy limits shall be not less than \$2,000,000 Each Claim and \$2,000,000 Annual Aggregate. The insurance shall cover professional misconduct or negligent acts of anyone performing any services under this contract.

13.1.1.5. In the event that the Professional Liability insurance required by this Contract is written on a claims-made basis, Contractor shall warrant that continuous coverage will be maintained as outlined under "Additional Insurance Requirements – Claims-Made Coverage" located in the next section.

13.2. Additional Insurance Requirements:

The policies shall include, or be endorsed to include, as required by this written agreement, the following provisions:

- 13.2.1 Claims Made Coverage: If any part of the Required Insurance is written on a claims-made basis, any policy retroactive date must precede the effective date of this Contract, and Contractor must maintain such coverage for a period of not less than three (3) years following Contract expiration, termination or cancellation.
- 13.2.2 Additional Insured Endorsement: The General Liability, Business Automobile Liability and Technology E&O Policies shall each be endorsed to include Pima County, its departments, districts, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor.
- 13.2.3 Subrogation Endorsement: The General Liability, Business Automobile Liability, Workers' Compensation and Technology E&O Policies shall each contain a waiver of subrogation endorsement in favor of Pima County, and its departments, districts, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.
- 13.2.4 Primary Insurance Endorsement: The Contractor's policies shall stipulate that the insurance afforded the Contractor shall be primary and that any insurance carried by Pima County, its agents, officials, employees or Pima County shall be excess and not contributory insurance.
- 13.2.5 The Required Insurance policies may not obligate the County to pay any portion of a Contractor's deductible or Self Insurance Retention (SIR). Insurance provided by the Contractor shall not limit the Contractor's liability assumed under the indemnification provisions of this Contract.
- 13.2.6 Insurer Financial Ratings: Coverage must be placed with insurers acceptable to the County with A.M. Best rating of not less than A-VII, unless otherwise approved by the County.
- 13.2.7 Subcontractors: Contractor must either (a) include all subcontractors as additional insureds under its Required Insurance policies, or (b) require each subcontractor to separately meet all Insurance Requirements and verify that each subcontractor has done so, Contractor must furnish, if requested by County, appropriate insurance certificates for each subcontractor. Contractor must obtain County's approval of any subcontractor request to modify the Insurance Requirements as to that subcontractor.

13.3 Notice of Cancellation:

For each insurance policy required by the insurance provisions of this Contract, the Contractor must provide to Pima County, within two (2) business days of receipt of notice, if a policy is suspended, voided, or cancelled for any reason. Such notice shall be mailed, emailed, hand-delivered or sent by facsimile transmission to the

Pima County Contracting Representative. Notice shall include the Pima County project or contract number and project description.

13.4 Verification of Coverage:

13.4.1 Contractor shall furnish Pima County with certificates of insurance (valid ACORD form or equivalent approved by Pima County) as required by this Contract. An authorized representative of the insurer shall sign the certificates.

13.4.2 All certificates and endorsements, as required by this written agreement, are to be received and approved by Pima County before work commences. Each insurance policy required by this Contract must be in effect 10 days prior to work under this Contract. Failure to maintain the insurance coverages or policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.

13.4.3 All certificates required by this Contract shall be sent directly to the appropriate County Department. The Certificate of Insurance shall include the Pima County project or contract number and project description on the certificate. Pima County reserves the right to require complete copies of all insurance policies required by this Contract at any time.

13.4.4 Certificates must specify that the appropriate policies are endorsed to include additional insured and subrogation waiver endorsements for the County and its departments, officials and employees. Note: Contractors for larger projects must provide actual copies of the additional insured and subrogation endorsements.

13.5 Approval and Modifications:

Pima County Risk Management reserves the right to review or make modifications to the insurance limits, required coverages, or endorsements throughout the life of this contract, as deemed necessary. Such action will not require a formal Contract amendment but may be made by administrative action. Neither the County's failure to obtain a required insurance certificate or endorsement, the County's failure to object to a non-complying insurance certificate or endorsement, or the County's receipt of any other information from the Contractor, its insurance broker(s) and/or insurer(s), constitutes a waiver of any of the Insurance Requirements.

14. **Indemnification.** To the fullest extent permitted by law, Contractor will defend, indemnify, and hold harmless Pima County and any related taxing district, and the officials and employees of each of them (collectively, "Indemnitee") from and against any and all claims, actions, liabilities, losses, and expenses (including reasonable attorney fees) (collectively, "Claims") arising out of actual or alleged injury of any person (including death) or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by any act or omission of Contractor or any of Contractor's directors, officers, agents, employees, volunteers, or subcontractors. This indemnity includes any claim or amount arising or recovered under the Workers' Compensation Law or arising out of the failure of Contractor to

conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. The Indemnitee will, in all instances, except for Claims arising solely from the acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all Claims. Contractor is responsible for primary loss investigation, defense and judgment costs for any Claim to which this indemnity applies. This indemnity will survive the expiration or termination of this Contract.

15. Laws and Regulations.

15.1. Compliance with Laws. Contractor will comply with all federal, state, and local laws, rules, regulations, standards and Executive Orders.

15.2. Licensing. Contractor warrants that it is appropriately licensed to provide the services under this Contract and that its subcontractors will be appropriately licensed.

15.3. Choice of Law; Venue. The laws and regulations of the State of Arizona govern the rights and obligations of the parties under this Contract. Any action relating to this Contract must be filed and maintained in the appropriate court of the State of Arizona in Pima County.

16. **Independent Contractor.** Contractor is an independent contractor. Neither Contractor, nor any of Contractor's officers, agents or employees will be considered an employee of Pima County for any purpose or be entitled to receive any employment-related benefits, or assert any protections, under the Pima County Merit System. Contractor is responsible for paying all federal, state and local taxes on the compensation received by Contractor under this Contract and will indemnify and hold County harmless from any and all liability that County may incur because of Contractor's failure to pay such taxes.
17. **Subcontractors.** Contractor is fully responsible for all acts and omissions of any subcontractor, and of persons directly or indirectly employed by any subcontractor, and of persons for whose acts any of them may be liable, to the same extent that the Contractor is responsible for the acts and omissions of its own employees. Nothing in this Contract creates any obligation on the part of County to pay or see to the payment of any money due any subcontractor, except as may be required by law.
18. **Assignment.** Contractor may not assign its rights or obligations under this Contract, in whole or in part, without the County's prior written approval. County may withhold approval at its sole discretion.
19. **Non-Discrimination.** Contractor will comply with all provisions and requirements of Arizona Executive Order 2009-09, which is hereby incorporated into this contract, including flow-down of all provisions and requirements to any subcontractors. During the performance of this Contract, Contractor will not discriminate against any employee, client or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin.
20. **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.

21. **Authority to Contract.** Contractor warrants its right and power to enter into this Contract. If any court or administrative agency determines that County does not have authority to enter into this Contract, County will not be liable to Contractor or any third party by reason of such determination or by reason of this Contract.
22. **Full and Complete Performance.** The failure of either party to insist, in one or more instances, upon the other party's full and complete performance under this Contract, or to take any action based on the other party's failure to fully and completely perform, 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.
23. **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.
24. **Termination by County.**
- 24.1. Without Cause. County may terminate this Contract at any time, with or without cause, by serving a written notice upon Contractor at least 30 days before the effective date of the termination. In the event of such termination, County's only obligation to Contractor will be payment for services rendered prior to the date of termination.
- 24.2. With Cause. County may terminate this Contract at any time without advance notice and without further obligation to County when County finds Contractor to be in default of any provision of this Contract.
- 24.3. Non-Appropriation. Notwithstanding any other provision in this Contract, County may terminate this Contract if for any reason there are not sufficient appropriated and available monies for the purpose of maintaining County or other public entity obligations under this Contract. In the event of such termination, County will have no further obligation to Contractor, other than to pay for services rendered prior to termination.
25. **Notice.** Any notice required or permitted to be given under this Contract must be in writing and be served by personal delivery or by certified mail upon the other party as follows:
- | | |
|--|--|
| County:
Chris Cawein, Director
Pima County NRPR
3500 W. River Rd.
Tucson, AZ 85741 | Contractor:
Annette Agredano, Director
Aztlán Youth Program, Inc.
3615 E. 27 th St.
Tucson, AZ 85713-2419 |
|--|--|
26. **Non-Exclusive Contract.** Contractor understands that this Contract is nonexclusive and is for the sole convenience of County. County reserves the right to obtain like services from other sources for any reason.
27. **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.

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

29. **Public Records.**

29.1. Disclosure. Pursuant to A.R.S. § 39-121 et seq., and A.R.S. § 34-603(H) in the case of construction or Architectural and Engineering services procured under A.R.S. Title 34, Chapter 6, all documents submitted in response to the solicitation resulting in award of this Contract, including, but not limited to, pricing schedules, product specifications, work plans, and any supporting documents, are public records. As such, those documents are subject to release and/or review by the general public upon request, including competitors.

29.2. Records Marked Confidential; Notice and Protective Order. If Contractor reasonably believes that some of those records contain proprietary, trade-secret or otherwise-confidential information, Contractor must prominently mark those records "CONFIDENTIAL." In the event a public-records request is submitted to County for records marked CONFIDENTIAL, County will notify Contractor of the request as soon as reasonably possible. County will release the records 10 business days after the date of that notice, unless Contractor has, within that period, secured an appropriate order from a court of competent jurisdiction, enjoining the release of the records. County will not, under any circumstances, be responsible for securing such an order, nor will County be in any way financially responsible for any costs associated with securing such an order.

30. **Legal Arizona Workers Act Compliance.**

30.1. 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.

30.2. 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.

30.3. 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.

- 30.4. 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."

31. **Grant Compliance.** Not Applicable
32. **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.
33. **Amendment.** The parties may modify, amend, alter or extend this Contract only by a written amendment signed by the parties.
34. **Entire Agreement.** This document constitutes the entire agreement between the parties pertaining to the subject matter it addresses, and this Contract supersedes all prior or contemporaneous agreements and understandings, oral or written.

PIMA COUNTY

Chairman, Board of Supervisors

Date

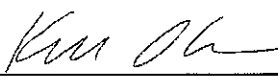
ATTEST

Clerk of the Board

Date

APPROVED AS TO FORM

Deputy County Attorney




Kell Olson

3/25/2020

Date

CONTRACTOR

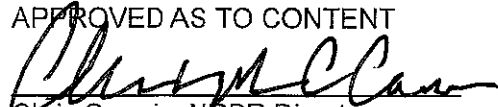


Authorized Officer Signature

Annette Agredano/Program Director
Printed Name and Title

3-23-2020
Date

APPROVED AS TO CONTENT



Chris Cawein, NRPR Director

03/27/20
Date



**EXHIBIT A
CENTRO DEL SUR
LEASED SPACE**

-  Leased Space
-  Shared Parking

1 inch = 20 feet

