



BOARD OF SUPERVISORS AGENDA ITEM REPORT AWARDS / CONTRACTS / GRANTS

☐ Award ☒ Contract ☐ Grant

Requested Board Meeting Date: 05/07/2024

* = Mandatory, information must be provided

or Procurement Director Award: ☐

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

United Way of Tucson and Southern Arizona, Inc.

***Project Title/Description:**

Employees Care About Pima County (ECAP) 2024 Campaign

***Purpose:**

United Way administers Pima County's ECAP campaign by providing agency education, ECAP trainings, and materials as well as the accounting and distribution of County employees' financial contributions to charitable agencies and organizations. These contributions include a onetime donation(s) and/or payroll deduction of funds from participating employees. Employee participation is voluntary. These employee-selected agencies will receive 100 percent of the employees' ECAP contribution.

The purpose of request is to initiate a new contract for 2024 to allow United Way to continue to provide ECAP organization, implementation and fiscal administration services.

***Procurement Method:**

Pursuant to D 29.6.C., Direct Selection approved by the County Administrator.

***Program Goals/Predicted Outcomes:**

United Way will provide County agency information and associated informational and fiscal administrative services for the 2024 ECAP Campaign and Defined Contribution Period. Pima County employee-selected charitable agencies will receive donations from employees through United Way.

***Public Benefit:**

For 54 years, the ECAP program has provided funding for various assistance to our community. Pima County residents will continue to receive much needed assistance through funds donated by County employees and distributed by United Way to employee-selected charitable agencies and organizations

***Metrics Available to Measure Performance:**

United Way will provide quarterly, mid-year, and annual reports including:

1. Total dollar amounts collected from County employees and distributed to employee-selected charitable agencies and organizations.
2. Total numbers and percentages of participating employees by County Department.
3. Total Amounts of funding distributed to each agency within Pima County.

***Retroactive:**

Yes, based on the December 2023 ECAP pledge deadline being extended to accommodate employee participation opportunities. The contract preparation and the signature process took longer than anticipated due to extenuating circumstances delaying the execution of the agreement.

TO: COB, 4-24-2024(1)
Vers.: 1
pgs.: 12

APR 22 2024 AM 11:23 PD

THE APPLICABLE SECTION(S) BELOW MUST BE COMPLETED

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

Contract / Award Information

Document Type: CT Department Code: CA Contract Number (i.e., 15-123): 24*435
 Commencement Date: 01/01/2024 Termination Date: 12/31/2024 Prior Contract Number (Synergen/CMS): _____
☒ Expense Amount \$ 38,337.60 * ☐ Revenue Amount: \$ _____

*Funding Source(s) required: 1000

Funding from General Fund? ☒ Yes ☐ No If Yes \$ 38,337.60 % 100

Contract is fully or partially funded with Federal Funds? ☐ Yes ☒ No

If Yes, is the Contract to a vendor or subrecipient? _____

Were insurance or indemnity clauses modified? ☐ Yes ☒ No

If Yes, attach Risk's approval.

Vendor is using a Social Security Number? ☐ Yes ☒ No

If Yes, attach the required form per Administrative Procedure 22-10.

Amendment / Revised Award Information

Document Type: _____ Department Code: _____ Contract Number (i.e., 15-123): _____
 Amendment No.: _____ AMS Version No.: _____
 Commencement Date: _____ New Termination Date: _____
 Prior Contract No. (Synergen/CMS): _____
☐ Expense ☐ Revenue ☐ Increase ☐ Decrease Amount This Amendment: \$ _____

Is there revenue included? ☐ Yes ☒ No If Yes \$ _____

*Funding Source(s) required: _____

Funding from General Fund? ☒ Yes ☐ No If Yes \$ _____ % 0

Grant/Amendment Information (for grants acceptance and awards)

☐ Award ☒ Amendment

Document Type: _____ Department Code: _____ Grant Number (i.e., 15-123): _____
 Commencement Date: _____ Termination Date: _____ Amendment Number: _____
☐ Match Amount: \$ _____ ☐ Revenue Amount: \$ _____

*All Funding Source(s) required: _____

*Match funding from General Fund? ☐ Yes ☐ No If Yes \$ _____ % _____

*Match funding from other sources? ☐ Yes ☐ No If Yes \$ _____ % _____

*Funding Source: _____

*If Federal funds are received, is funding coming directly from the Federal government or passed through other organization(s)?

Contact: Marchelle Pappas

Department: Human Resources

Telephone: 724-2732

Department Director Signature: _____

Date: 4/18/2024

Deputy County Administrator Signature: _____

Date: 4/18/2024

County Administrator Signature: _____

Date: 4/18/2024

Date: February 2, 2024

To: Jan Leshar, County Administrator

From: Cathy Bohland, Director
Human Resources

Subject: Request for Direct Selection of Professional Services from United Way of Tucson and Southern Arizona, Inc. for Employees Care About Pima County (ECAP) Campaign

Pursuant to Board of Supervisors Policy D29.6 III.C – Direct Selection and Procurement Procedure No. PO-50, this memorandum seeks approval to select United Way of Tucson and Southern Arizona, Inc., to provide County agency information, associated informational and fiscal administrative services for the 2024 ECAP Campaign and Defined Contribution Period. Pima County employee-selected charitable agencies will receive donations from employees through United Way.

Background: County has determined that United Way is the only agency in the community with the necessary experience and charitable agency network equipped to collect and distribute charitable contributions as designated by each County employee.

Requested Action: The Community and Economic Development Administration requests United Way of Tucson and Southern Arizona, Inc. to be selected for Employees Care About Pima County (ECAP) Campaign with a not to exceed amount of \$38,337.60 for the Contract Year for the Initial Term with an Extension Option for up to four (4) additional periods of up to one (1) year each pursuant to the Direct Select provisions of Board of Supervisors Policy D29.6, III-C.

Approved as to Form:


Terri Spencer
Procurement Director

Date: 2/5/2024

Direct Select Approved:


Jan Leshar
County Administrator

Date:

2/6/24

Pima County Administration & Human Resources Department

Project: EMPLOYEES CARE ABOUT PIMA COUNTY (ECAP) CAMPAIGN

Contractor: UNITED WAY OF TUCSON AND SOUTHERN ARIZONA, INC.
330 N Commerce Park Loop, Suite 200
Tucson, Arizona 85754

Amount: \$38,337.60

Contract No: CT-CA-24*0435

Funding: GENERAL FUND – COUNTY ADMINISTRATION

PROFESSIONAL SERVICES CONTRACT

1. Parties and Background.

- 1.1. Parties. This Contract is between Pima County, a body politic and corporate of the State of Arizona ("County"), and United Way of Tucson and Southern Arizona, Inc., a non-profit corporation ("Contractor").
- 1.2. Authority. County selected Contractor pursuant to and consistent with Board of Supervisors Policy D29.6 (III) (C) and Procurement Procedure PO-50.
- 1.3. County employees have been making contributions through payroll deductions during the 2024 calendar year for distribution to selected agencies.
- 1.4. Other County employees made cash contributions for charities between July 1, 2023 and December 31, 2023 for distribution to selected agencies.
- 1.5. County has determined that Contractor is the only agency in the community with the necessary experience and charitable agency network equipped to collect and distribute charitable contributions as designated by each County Employee.

2. Term.

- 2.1. Initial Term. The term of this Contract commences on January 1, 2024 and will terminate on December 31, 2024. ("Initial Term"). "Term," when used in this Contract, means the Initial Term plus any exercised extension options under Section 2.2. If the commencement date of the Initial Term is before the signature date of the last party to execute this Contract, the parties will, for all purposes, deem the Contract to have been in effect as of the commencement date.
- 2.2. Extension Options. County may renew this Contract for up to four (4) additional periods of up to 1 year each (each an "Extension Option"). An Extension Option will be effective only upon execution by the Parties of a formal written amendment.

3. **Scope of Services.**

3.1. Overview. Contractor will provide County with the services for the 2024 Defined Contribution Period.

3.2. Campaign Organization and Implementation. For the applicable ECAP Campaign, Contractor will:

3.2.1. Employ suitable trained and skilled professional personnel and volunteers to perform all services under this Contract.

3.2.2. Develop and provide, no later than January 30 of the Contract Year, written information to County for distribution to County Board of Supervisors and employees. Information must include, but is not limited to:

3.2.2.1. Total contributions collected from each County Department.

3.2.2.2. Average contribution from employees of each County Department; and

3.2.2.3. List of all recipient agencies with total amount of contributions designated for each agency.

3.2.3. Organize the ECAP Campaign kick-off meeting and presentations to County departments on dates and times requested by County. These activities will:

3.2.3.1. Explain the process of charitable giving through ECAP and the importance of charitable giving to the community; and

3.2.3.2. Coordinate brief presentations by non-profit agencies and community service organizations regarding the services being provided within the community.

3.2.4. Work with non-profit agencies and community service organizations to develop information tables regarding services being provided within the community.

3.2.5. Provide the following items to County:

Promotional Material	Amount	Due to County no later than
ECAP posters with Pima County and ECAP Logo only	As Needed	August 26 of Contract Year
Agency Directories with Pima County and ECAP Logo only	As Needed	August 26 of Contract Year
Training Manuals Pima County and ECAP Logo Only	As Needed	August 26 of Contract Year
Door prizes for ECAP Awards Luncheon	As Needed	April 7 of the year following the Contract Year
Solicitor, Coordinator and Department Certificates for Awards Luncheon	As Needed	April 7 of the year following the Contract Year.

3.2.6. Provide the following reports to County:

Report	Contents	Dates Covered	Date Due
Quarterly	Distributions for each calendar quarter and year-to-date distributions, including the names of the charitable organizations, the amounts received by each organization, the investment earning received by Contractor and expenses incurred by Contractor.	Jan. 1 – March 31; April 1 – June 30; July 1 – Sept. 30; and Oct. 1 – Dec 31 of Contract Year	Fifteen days from the end of the quarter
	A reconciliation of the Pima County ECAP account including distributions to the United Way Collective Impact Account.		
Mid-Year	Total amount of donations received by Contractor from all sources, including County	Jan. 1 – June 30 of Contract Year	July 15 of Contract Year
	Total amount distributed by Contract to agencies within Pima County		
Year-End	Total amount distributed by Contract to agencies within Pima County	Jan. 1 – Dec 30 of Contract Year	January 30 of the year following the Contract Year
	Details of each employee payroll deductions and contributions for the Defined Contributions Period .		

3.3. Fiscal Administration. For the applicable Defined Contribution Period, Contractor will:

3.3.1. Establish and permanently maintain an electronic system that accurately records and tracks both the name of the charitable organization(s) and the amount of the contribution(s) designated by each employee.

3.3.2. Establish a bank account for Pima County ECAP cash contributions and employee payroll deductions that is separate and segregated from any other United Way transactions ("the Pima County ECAP Account") and:

3.3.2.1. Deposit all payroll and cash donations received from County into the Pima County ECAP Account.

3.3.2.2. Pay all bank and check fees associated with the Pima County ECAP Account.

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

R. Tony Penn, President and CEO
Steven Mankee, Treasurer (CPA, CGMA)
Jen Wolf, Assoc VP of Annual Campaigns

5. **Compensation and Payment**.

5.1. Fifteen-percent (15%) of the County employee ECAP Payroll deductions actually collected and distributed.

5.2. The estimated not-to-exceed amount is:

Contract Year/Contract Term	Estimated Payment to Contractor
January 1 – December 31, 2024	\$38,337.60

5.3. Period Payments. County will make payments to Contractor as follows:

5.3.1. First, Second and Third Payments: Within 30 days after receipt of the reports describing activities for the first three quarters of the applicable ECAP Campaign, fifteen-percent (15%) of the County employee ECAP payroll deductions actually collected and distributed.

5.3.2. Final Payment. After review and reconciliation, and within 45 days after receipt of the final quarterly report and the annual reports:

5.3.2.1. Fifteen percent (15%) of the County employee ECAP payroll deductions actually collected and distributed during the Contract Year; **PLUS**

5.3.2.2. Reasonable bank and check fees for the fourth quarter of the Contract Year (LESS any interest earned by the Pima County ECAP Account during the quarter); **LESS**

5.3.2.3. Periodic payments made pursuant to paragraph 5.3.1 and 5.3.2 above; Provided, However;

5.3.2.4. The total amount paid to Contractor shall not exceed the Estimated Payment set for in paragraph 5.2 above.

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

6.1. Insurance Coverages and Limits: Contractor will procure and maintain, until all its obligations have been discharged, coverage with limits of liability not less than those stated below. Coverage must be placed with insurers acceptable to the County with A.M. Best rating of not less than A-VII, unless otherwise approved by the County.

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

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

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

6.1.4. Professional Liability (E & O) Insurance – This insurance is required for work from professionals whose coverage is excluded from the above CGL policy.

The policy limits shall be not less than \$2,000,000 Each Claim and \$2,000,000 Annual Aggregate. The insurance shall cover professional misconduct or negligent acts of anyone performing any services under this contract.

6.2. Additional Coverage Requirements:

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

6.3. Notice of Cancellation:

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

6.4. Verification of Coverage:

- 6.4.1. Contractor must furnish County with a certificate of insurance (valid ACORD form or equivalent approved by Pima County) for each Required Insurance

policy, which must specify that the policy has all the required endorsements, and must include the Pima County project or contract number and project description. Each certificate must be signed by an authorized representative of the insurer.

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

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

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

6.5. Approval and Modifications:

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

7. **Indemnification.** To the fullest extent permitted by law, Contractor will defend, indemnify, and hold harmless Pima County and any related taxing district, and the officials and employees of each of them (collectively, "Indemnatee") from and against any and all claims, actions, liabilities, losses, and expenses (including reasonable attorney fees) (collectively, "Claims") arising out of actual or alleged injury of any person (including death) or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by any act or omission of Contractor or any of Contractor's directors, officers, agents, employees, volunteers, or subcontractors. This indemnity includes any claim or amount arising or recovered under the Workers' Compensation Law or arising out of the failure of Contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. The Indemnatee will, in all instances, except for Claims arising solely from the acts or omissions of the Indemnatee, be indemnified by Contractor from and against any and all Claims. Contractor is responsible for primary loss investigation, defense and judgment costs for any Claim to which this indemnity applies. This indemnity will survive the expiration or termination of this Contract.

8. **Laws and Regulations.**

- 8.1. Compliance with Laws. Contractor will comply with all federal, state, and local laws, rules, regulations, standards and Executive Orders.
- 8.2. Licensing. Contractor warrants that it is appropriately licensed to provide the services under this Contract and that its subcontractors will be appropriately licensed.
- 8.3. Choice of Law; Venue. The laws and regulations of the State of Arizona govern the rights and obligations of the parties under this Contract. Any action relating to this Contract must be filed and maintained in the appropriate court of the State of Arizona in Pima County.

- 9. **Independent Contractor.** Contractor is an independent contractor. Neither Contractor, nor any of Contractor's officers, agents or employees will be considered an employee of Pima County for any purpose or be entitled to receive any employment-related benefits, or assert any protections, under the Pima County Merit System. Contractor is responsible for paying all federal, state and local taxes on the compensation received by Contractor under this Contract and will indemnify and hold County harmless from any and all liability that County may incur because of Contractor's failure to pay such taxes.
- 10. **Subcontractors.** Contractor is fully responsible for all acts and omissions of any subcontractor, and of persons directly or indirectly employed by any subcontractor, and of persons for whose acts any of them may be liable, to the same extent that the Contractor is responsible for the acts and omissions of its own employees. Nothing in this Contract creates any obligation on the part of County to pay or see to the payment of any money due any subcontractor, except as may be required by law.
- 11. **Assignment.** Contractor may not assign its rights or obligations under this Contract, in whole or in part, without the County's prior written approval. County may withhold approval at its sole discretion.
- 12. **Non-Discrimination.** Contractor will comply with all provisions and requirements of Arizona Executive Order 2009-09, which is hereby incorporated into this contract, including flow-down of all provisions and requirements to any subcontractors. During the performance of this Contract, Contractor will not discriminate against any employee, client or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin.
- 13. **Americans with Disabilities Act.** Contractor will comply with Title II of the Americans with Disabilities Act (Public Law 110-325, 42 U.S.C. §§ 12101-12213) and the federal regulations for Title II (28 CFR Part 35).
- 14. **Authority to Contract.** Contractor warrants its right and power to enter into this Contract. If any court or administrative agency determines that County does not have authority to enter into this Contract, County will not be liable to Contractor or any third party by reason of such determination or by reason of this Contract.
- 15. **Full and Complete Performance.** The failure of either party to insist, in one or more instances, upon the other party's complete and satisfactory performance under this Contract, or to take any action based on the other party's failure to completely and

satisfactorily perform, is not a waiver of that party's right to insist upon complete and satisfactory performance, or compliance with any other covenant or condition in this Contract, either in the past or in the future. The acceptance by either party of sums less than may be due and owing it at any time is not an accord and satisfaction.

16. **Cancellation for Conflict of Interest.** This Contract is subject to cancellation for conflict of interest pursuant to A.R.S. § 38-511, the pertinent provisions of which are incorporated into this Contract by reference.

17. **Termination by County.**

17.1. Without Cause. County may terminate this Contract at any time without cause by notifying Contractor, in writing, at least 30 days before the effective date of the termination. In the event of such termination, County's only obligation to Contractor will be payment for services rendered prior to the date of termination.

17.2. With Cause. County may terminate this Contract at any time without advance notice and without further obligation to County when County finds Contractor to be in default of any provision of this Contract.

17.3. Non-Appropriation. Notwithstanding any other provision in this Contract, County may terminate this Contract if for any reason there are not sufficient appropriated and available monies for the purpose of maintaining County or other public entity obligations under this Contract. In the event of such termination, County will have no further obligation to Contractor, other than to pay for services rendered prior to termination.

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

County:

Ms. Jan Leshner
County Administrator
Pima County Government
115 N Church Ave
Tucson AZ 85701
(520) 724-8977

Contractor:

Tony Penn
President and CEO
United Way of Tucson and Southern
of Arizona, Inc.
330 N Commerce Park Loop, Ste 200
Tucson AZ 85754-7650
(520) 903-9000

19. **Non-Exclusive Contract.** Contractor understands that this Contract is nonexclusive and is for the sole convenience of County. County reserves the right to obtain like services from other sources for any reason.
20. **Remedies.** Either party may pursue any remedies provided by law for the breach of this Contract. No right or remedy is intended to be exclusive of any other right or remedy and each is cumulative and in addition to any other right or remedy existing at law or at equity or by virtue of this Contract.

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

perform the services that would have been provided under the subcontract or retain a replacement subcontractor, as soon as possible so as not to delay project completion. Any additional costs attributable directly or indirectly to such remedial action are the responsibility of Contractor.

- 24.4. Subcontractors. Contractor will advise each subcontractor of County's rights, and the subcontractor's obligations, under this Section 24 by including a provision in each subcontract substantially in the following form:

"Subcontractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to

Subcontractor's employees, and with the requirements of A.R.S. § 23-214 (A). Subcontractor further agrees that County may inspect the Subcontractor's books and records to insure that Subcontractor is in compliance with these requirements. Any breach of this paragraph by Subcontractor is a material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract."

25. **Grant Compliance.** Not Applicable.
26. **Israel Boycott Certification.** Pursuant to A.R.S. § 35-393.01, if Contractor engages in for-profit activity and has 10 or more employees, and if this Contract has a value of \$100,000.00 or more, Contractor certifies it is not currently engaged in, and agrees for the duration of this Contract to not engage in, a boycott of goods or services from Israel. This certification does not apply to a boycott prohibited by 50 U.S.C. § 4842 or a regulation issued pursuant to 50 U.S.C. § 4842.
27. **Forced Labor of Ethnic Uyghurs.** Pursuant to A.R.S. § 35-394, if Contractor engages in for-profit activity and has 10 or more employees, Contractor certifies it is not currently using, and agrees for the duration of this Contract to not use (1) the forced labor of ethnic Uyghurs in the People's Republic of China; (2) any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; and (3) any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China. If Contractor becomes aware during the term of the Contract that the Contractor is not in compliance with A.R.S. § 35-394, Contractor must notify the County within five business days and provide a written certification to County regarding compliance within one hundred eighty days.
28. **Amendment.** The parties may modify, amend, alter, or extend this Contract only by a written amendment signed by the parties.
29. **Entire Agreement.** This document constitutes the entire agreement between the parties pertaining to the subject matter it addresses, and this Contract supersedes all prior or contemporaneous agreements and understandings, oral or written.

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

PIMA COUNTY

Chair, Board of Supervisors

Date

ATTEST

Clerk of the Board

Date

APPROVED AS TO FORM

Bobby Yu

Deputy County Attorney

Bobby Yu

Print DCA Name

4/12/2024

Date

CONTRACTOR

Tony Penn

Authorized Officer Signature

Tony Penn, President & CEO

Printed Name and Title

03 / 28 / 2024

Date

Arika J. Wells

Reviewed by Arika Wells, COO

Allison L Titcomb

Reviewed by Allison Titcomb, CIO

APPROVED AS TO CONTENT

Digitally signed by Cathy Bohland
DN: cn=Cathy Bohland, o=Pima County,
ou=Human Resources,
email=cathy.bohland@pima.gov, c=US
Date: 2024.03.25 10:19:44 -0700
Cathy Bohland

Department Head

Date