

BOARD OF SUPERVISORS AGENDA ITEM REPORT AWARDS / CONTRACTS / GRANTS

Award Contract Cant	Requested Board Meeting Date: 07/25/2023
* = Mandatory, information must be provided	or Procurement Director Award:
*Contractor/Vendor Name/Grantor (DBA):	
GVC Foundation, Inc.	
*Project Title/Description:	
Friends of Canoa Parks	
*Purpose:	
To establish a formal framework for the Friends of Ca event planning, park conservation and park managen	nnoa Parks and Pima County to partner on coordinated and cooperative fundraising, nent activities.
*Procurement Method:	
This Revenue Contract is a non-Procurement contract	and not subject to Procurement rules.
*Program Goals/Predicted Outcomes:	
Hills Trail Park and Canoa Preserve Park will be conduc Agreement will ensure that the two entities work coo	Pima County Natural Resources, Parks and Recreation at Historic Canoa Ranch, Canoa cted consistent with the goals and objectives of the established park program. The peratively and share documents and information to take advantage of the capabilities of attractive, enjoyable and safe for visitors of all ages. The Friends group will help generate ment county funding allocations.
*Public Benefit:	
Parks will be accessible as a long-term community reso	gram offerings, enhanced event spaces and improved resource conditions. The Canoa burce of special appeal to many audiences. The visiting public benefits directly from the new programs, enhanced facility operation and regular maintenance of the various park
*Metrics Available to Measure Performance:	
An annual work plan is required that is a result of a co	llaborative effort between both entities with respect to priority needs at the parks.
*Retroactive:	
No	

To: COB 7-6-23(1) Vers: 1 pgs.:11

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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: <u>CTN</u>	Department Code: <u>PR</u>	Contract Number (i.e., 15-123): 23*0197
Commencement Date: <u>08/01/2023</u>	Termination Date: <u>07/31/202</u>	5 Prior Contract Number (Synergen/CMS):
Expense Amount \$*		Revenue Amount: \$ <u>5,000.00</u>
*Funding Source(s) required: General Fund		
Funding from General Fund? C Yes 🕡	No If Yes \$	<u></u>
Contract is fully or partially funded with Fede If Yes, is the Contract to a vendor or subre		lo
Were insurance or indemnity clauses modifie If Yes, attach Risk's approval.	d? CYes ♠ N	lo
Vendor is using a Social Security Number? If Yes, attach the required form per Administrati		No
Amendment / Revised Award Information		
Document Type: De	epartment 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	C Decrease	Amount This Amendment: \$
Funding Source(s) required:	п тез ф	
Funding from General Fund? Yes (N	0 151/ 6	•
analig nom deneral rana.	11 163 \$	% C Award C Amendment
Grant/Amendment Information (for grants		
194.5	partment Code:	Grant Number (i.e., 15-123):
Commencement Date:	Termination Date:	Amendment Number:
Match Amount: \$	Rev	enue Amount: \$
All Funding Source(s) required:		
Match funding from General Fund? (Ye	es C No If Yes \$	%
Match funding from other sources? — Ye *Funding Source:	es (No If Yes \$	%
If Federal funds are received, is funding co	oming directly from the Fed	leral government or passed through other organization(s)?
Contact: Robert Padilla		
Department: Natural Resources, Parks and	I Recreation	Telephone: <u>520.724.5235</u>
partment Director Signature:	Dereira	Date: 26 June 23
puty County Administrator Signature:	E S	Date: 4/28/2023
unty Administrator Signature:	Car	Date: 6/29/74DR

AGREEMENT FOR FRIENDS OF CANOA PARKS

THIS CONTRACT is entered into between Pima County; a body politic and corporate of the State of Arizona, on behalf of its Department of Natural Resources, Parks and Recreation ("COUNTY"), and the GVC Foundation, Inc., a registered 501(c)(3) nonprofit corporation ("CONTRACTOR").

WITNESSETH

WHEREAS, COUNTY owns and operates public parks known as the Raul M. Grijalva Canoa Ranch Conservation Park, Canoa Preserve Park and the Canoa Hills Trails Park (the "CANOA PARKS"); and

WHEREAS, CONTRACTOR is a 501(c)(3) nonprofit corporation that desires to promote community relations, economic development, and recreational opportunities for the residents of Pima County through the direct financial and in-kind support of the CANOA PARKS; and

WHEREAS, CONTRACTOR desires to engage in active fund raising in support of the CANOA PARKS and to donate funds raised to COUNTY for use in support of the CANOA PARKS.

NOW, THEREFORE, the parties agree as follows:

ARTICLE 1-TERM

This Contract commences on the 1st day of August, 2023, and terminates on the last day of July 2025, unless sooner terminated or further extended pursuant to this Contract.

ARTICLE 2 -OBLIGATIONS OF THE PARTIES

A. Joint Responsibilities of COUNTY and CONTRACTOR.

COUNTY and CONTRACTOR will:

- 1. Promote the relationship created by this Agreement as a way of accomplishing mutual goals pursuant to this Agreement and recognizing the Agreement as a way of leveraging scarce resources so that, together, the parties may accomplish more than either party could do on its own.
- 2. Empower COUNTY and CONTRACTOR to develop a supportive and collaborative culture for the benefit of the Park resources and the public.
- 3. Commit energy, time, and resources to goals of mutual interest, as identified in the Annual Work Plan, described in Article 3.
- 4. Respect the role that donors, volunteers, philanthropists, CONTRACTORs and COUNTY staff contribute to the achievement of COUNTY's Park System.
- 5. Expedite decisions and agreements considered vital to the parties' mutual goals and to this Agreement.
- 6. Promote and utilize policies and best practices relating to philanthropy and donor appreciation in all activities related to this Agreement, such as those expressed within the Donor Bill of Rights (created by the Association of Fundraising Professionals, the Association

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AGREEMENT FOR FRIENDS OF CANOA PARKS

for Healthcare Philanthropy, the Council for Advancement and Support of Education, and the Giving Institute: Leading Consultants to Non-Profits).

- 7. Submit all materials that are intended for public distribution and that refer to this Agreement or each other, to one another for advance review and approval. The Parties may develop standard language that does not require approval beyond the initial approval. Where standard language has not been developed, the parties will use best efforts to review and approve, edit or deny such materials within twenty (20) business days of receipt. COUNTY agrees that failures on its part to meet the twenty (20) day target may be brought to the attention of the Director of NRPR for COUNTY who will use best efforts to ensure such reviews are completed in the twenty (20) day target.
- 8. Review proposed donations of funds and in-kind goods and services that are intended to be provided to the Parks to ensure that they meet COUNTY needs, requirements and specifications.
- 9. Review and provide input on all proposed grant applications benefitting Pima County Park facilities. Pima County as the landowner must approve all grant proposals.
- B. Responsibilities of COUNTY.

COUNTY will:

- 1. Work with CONTRACTOR to encourage community engagement in shared stewardship of the CANOA PARKS by the local and national community.
- 2. Publicly recognize CONTRACTOR in NRPR publications and websites as an official support organization.
- 3. Support CONTRACTOR in its growth, viability, and public impact by identifying projects and programs that will showcase the value of the CONTRACTOR and donor investments in COUNTY parks.
- 4. Meet with the CONTRACTOR to discuss the requirements of COUNTY policies that relate to this Agreement.
- Review proposed donations of funds and in-kind goods and services that are intended to be provided to the Parks to ensure that they meet COUNTY needs, requirements, and specifications.
- C. Responsibilities of CONTRACTOR.

CONTRACTOR will:

- 1. Support the mission of Pima County Natural Resources, Parks and Recreation.
- 2. Establish and maintain a collaborative relationship with COUNTY with the goal of accomplishing philanthropic projects and encouraging volunteer contributions.

AGREEMENT FOR FRIENDS OF CANOA PARKS

- 3. Remain qualified to solicit and accept philanthropic contributions under applicable state and federal laws.
- 4. Conform to standards of best practices and ethics common to all nonprofit organizations, as well as applicable local, state, and federal government laws and regulations.
- 5. Ensure that fundraising costs for all identified projects are agreed upon by both parties prior to acceptance in the annual workplan. Fundraising consultants or staff, if compensated, are to be paid a salary or flat fee: no payment may be made as commissions or as a percentage of funds raised.
- 6. Ensure that its latest adopted version of the Articles of Incorporation and Bylaws are consistent with this Agreement.
- 7. Donate all funds generated pursuant to the annual workplan to County for deposit into a special revenue fund that will be reinvested into the CANOA PARKS system.

ARTICLE 3 - ANNUAL WORK PLAN

Prior to July 1st of each year. COUNTY and CONTRACTOR will jointly develop a written plan (Annual Work Plan) that

- identifies the projects and programs (Identified Projects) for which the CONTRACTOR will attempt to undertake fund raising in a specific year or specified period of time;
- ii. specifies the respective roles of COUNTY and CONTRACTOR in carrying out the Identified Projects;
- iii. describes the proposed expenditure of available funds held by the CONTRACTOR in connection with the Identified Projects and/or identifies any funds the parties have agreed to set aside for use in future approved projects and/or programs;
- iv. identifies COUNTY's intent, if any, to accept such funds to support the Identified Projects; and
- v. authorizes CONTRACTOR to provide appropriate in-kind goods or services to support specific COUNTY projects or programs.

The parties may modify the Annual Work Plan, as appropriate, during the course of the Agreement term by mutually executed amendments. A sample Annual work Plan is attached to this Agreement as Exhibit A.

Annual Work Plans may authorize CONTRACTOR to raise funds to support one or more identified Projects. If so, authorized CONTRACTOR may raise funds up to or exceeding the fundraising goal specified in the Annual Work Plan when an Annual Work Plan is used to authorize fundraising. The plan will include the following information for each identified Project; (I) the fundraising goal (2) a description of how CONTRACTOR will raise funds and review donors and donations, and (3) a description of specific donor recognition that will be provided.

<u>Limitation on Solicitations and-Fundraising</u>. CONTRACTOR will not solicit donations of money and/or in-kind goods or services for the benefit of COUNTY unless the Identified Project for which such donations are to be solicited is set forth in the Annual Work Plan. This does not limit CONTRACTOR from fundraising for its general operations or mission as identified in its Articles of Incorporation or other guiding documents.

<u>Limitation on Other Actions</u>. CONTRACTOR will obtain the written approval of COUNTY, including but not limited to a Special Use Permit, as appropriate, before (i) holding special events or other activities on COUNTY property; or (ii) bringing volunteers or potential donors into the Parks for project or fundraising activities.

ARTICLE 4- FINANCIAL MATTERS

CONTRACTOR will maintain proper accounting books and records under a system of accounts and financial controls that is consistent with Generally Accepted Accounting Principles of the United States (GAAP).

- A. <u>Right of Inspection and Audit</u>. CONTRACTOR will permit COUNTY or its designee, to verify and audit any financial audit or records from the books, correspondence, memoranda, and other records of CONTRACTOR relating to this Agreement or any other agreement executed in connection herewith, during the term of this Agreement. CONTRACTOR agrees to take appropriate corrective action based on these audit findings.
- B. <u>Provision of Certain Information</u>. By May 31st of each year, CONTRACTOR will provide COUNTY (i) a copy of its IRS Form 990 or 990-N and any amendments thereto and (ii) an annual report of its fundraising operations both in support of this Agreement or otherwise consistent with fiscal year end reporting requirements.
- C. \$1 Million Threshold for Audit. Once CONTRACTOR raises one million dollars (\$1,000,000.00) or more in funds for the benefit of COUNTY, either in a single effort or cumulatively over time. CONTRACTOR will thereafter annually furnish COUNTY with a financial audit. The audit will be prepared by an independent certified public accountant (CPA) in conformance with GAAP. CONTRACTOR will take appropriate corrective action based on audit findings. The audit will be provided to the Director of NRPR within nine (9) months of the end of CONTRACTOR's fiscal year.
- D. <u>Establishment of Endowment or Investment Accounts</u>. COUNTY and CONTRACTOR will mutually determine the need for an Endowment Account or Investment Account, and where the account will be established for the benefit of COUNTY.

ARTICLE 5 KEY OFFICIALS AND NOTICES

A. <u>Key Officials</u>. Each party will designate one or more key personnel to be responsible for coordination and communication between CONTRACTOR and COUNTY in connection with the activities to be performed pursuant to this Agreement (Key Official). Upon written notice to the other party,

either party may designate an alternate to act in the place of the designated Key Official or designate a new Key Official.

For COUNTY: For CONTRACTOR: Name: Victor Pereira Name: Veletta Canouts

Title: Director Title: President, GVC Foundation, Inc.
Address: 3500 W. River Road Address: 555 N. La Cañada Dr., Suite 117

Tucson, AZ 85741 Green Valley, AZ 85614 Phone: (520) 724-5000 Phone: 520-648-1936

Fax: (520) 724-5078 Fax:

B. <u>Notices</u>. Notices from one party to the other party with respect to this Agreement must be in writing and delivered by mail, personal delivery, electronic delivery or other appropriate means, to the first listed Key Official of the other party at the address or contact number indicated above, or at such other address or contact number for such Key Official as may be provided by the other party from time to time, and shall be considered to have been delivered upon receipt at the specified address of such Key Official or such other person as mutually agreed by the parties.

ARTICLE 6 INDEMNIFICATION

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

ARTICLE 7 - COMPLIANCE WITH LAWS

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

ARTICLE 8 - INDEPENDENCE OF CONTRACTOR

The status of the CONTRACTOR is independent from COUNTY. Neither CONTRACTOR, nor CONTRACTOR's officers, agents or employees will be considered an employee of Pima County or be entitled to receive any employment-related fringe benefits under the Pima County Merit System. CONTRACTOR is responsible for payment of all federal, state and local taxes associated with any of its financial activities whether or not undertaken in furtherance of this Contract and will indemnify and hold COUNTY harmless from any and all liability which COUNTY may incur because of the CONTRACTOR's failure to pay such taxes. CONTRACTOR is solely responsible for its program development and operation.

ARTICLE 9 - RESPONSIBILITY OF CONTRACTOR

CONTRACTOR will be fully responsible for all acts and omissions of any persons directly or indirectly employed by CONTRACTOR 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 for persons directly employed by it. Nothing in this Contract creates any obligations on the part of COUNTY to pay or see to the payment of any money due to any third party, except as may be required by law.

ARTICLE 10 -ASSIGNMENT

CONTRACTOR may not assign its rights to or obligations under this Contract, in whole or in part, without prior written approval of the COUNTY. COUNTY may withhold approval at its sole discretion, provided that COUNTY will not unreasonably withhold such approval to another non-profit organization in good standing that will assume CONTRACTOR's rights and obligations hereunder.

ARTICLE 11-NONDISCRIMINATION

CONTRACTOR agrees to comply with all provisions and requirements of Arizona Executive Order 2009-09 which is hereby incorporated into this contract as if set forth in full herein including flow down of all provisions and requirements to any subcontractors. During the performance of this contract, CONTRACTOR will not discriminate against any employee, client or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin.

ARTICLE 12 - AMERICANS WITH DISABILITIES ACT

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

ARTICLE 13 - 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.

ARTICLE 14 - FULL AND COMPLETE PERFORMANCE

The failure of either party to insist on one or more instances upon the full and complete performance of any of the terms or conditions of this Contract to be performed on the part of the other, or to take any actions permitted as a result thereof, is not a waiver or relinquishment of the right to insist upon full and complete performance of the same, or any other covenant or conditions, either in the past or in the future. The acceptance by either party of sums less than may be due and owing in at any time is not an accord and satisfaction.

ARTICLE 15 - CANCELLATION FOR CONFLICT OF INTEREST

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

ARTICLE 16 - REMEDIES

Either party may pursue any remedies provided by law for the breach of this Contract. No right or remedy is intended to be exclusive of any other right or remedy and each is cumulative and in addition to any other right or remedy existing at law or at equity or by virtue of this Contract.

ARTICLE 17- PUBLIC INFORMATION

Pursuant to A.R.S.§ 39-121 et seq., all information regarding this agreement is subject to release and/or review by the general public including competitors.

Any records that CONTRACTOR believes constitute proprietary, trade secret or otherwise confidential information must be appropriately and prominently marked as CONFIDENTIAL by CONTRACTOR.

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

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

ARTICLE 18-LEGAL ARIZONA WORKERS ACT COMPLIANCE

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

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. 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.

CONTRACTOR will advise each subcontractor of COUNTY'S rights, and the subcontractor's obligations, under this Article by including a provision in each subcontract substantially in the following form:

"SUBCONTRACTOR hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to SUBCONTRACTOR's employees, and with the requirements of A.R.S. § 23-214 (A). SUBCONTRACTOR further agrees that COUNTY may inspect the SUBCONTRACTOR'S books and records to ensure 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."

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

ARTICLE 19- ENTIRE AGREEMENT

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

ARTICLE 20 - EARLY TERMINATION AND EXTENSION/RENEWAL OF CONTRACT

Either the COUNTY or CONTRACTOR may terminate this contract before the original date of termination with 30 days written notice. Upon agreement by COUNTY and CONTRACTOR, contract will automatically renew after the date of termination delineated in Article I, for a period of three (3) years.

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

PIMA COUNTY:

CONTRACTOR:

Chair, Board of Supervisors

Authorized Officer Signature

Veletta Canouts
Printed Name and Title

June 20, 2023
Date

ATTEST:

APPROVED AS TO FORM

Clerk of the Board

Deputy County Attorney

Rachelle Barr Print DCA Name

06/16/2023

Date

APPROVED AS TO CONTENT:

Natural Resources, Parks & Recreation

June 23, 202

Date

EXHIBIT A

SAMPLE ANNUAL WORK PLAN.

А.	Pima County and Friends Group, dated All terms and conditions of the Friends Group Agreement are hereby incorporated by reference.
3.	YEAR: County and Friends Group mutually agree to undertake certain projects and programs (Identified Projects) in the year starting, and ending

C. IDENTIFIED PROJECTS, ROLES and SCHEDULE: Identified Projects to be undertaken are described below, along with the respective roles of County and Friends Group, and a schedule for completion:

Identified Project	County Role	Friends Role	Schedule
A—			Start: Complete:
B			Start: Complete:
C			Start: Complete:

D. BUDGET: The estimated cost to carry out the Identified Projects identified in this Annual Work Plan is \$_____. Sample Budget breakdown and funding sources are described below:

Identified Project	Estimated Cost	CASH Funding Amount & Source	VALUE OF IN-KIND GOODS AND SERVICES
A	\$7,000.	\$2,000 County- Unrestricted Donations Acct \$5,000 Friends Group— Available funds	N/A
В	\$18,000	\$16,000 Friends Group- To he raised	\$2,000 - 120 volunteer hours
С	\$23,000	\$8,000 Friends Group- To be raised	\$15,000 - Equipment rental donation
TOTALS	\$48,000	\$31,000	\$17,000

and to provide in-kin Projects described at	ld goods and services voove. Friends Group ag	nthorizes Friends Group to alued at \$ to supportees to comply with all reprocesses contained in the	rt the identified
	[
•	Identified Project	Fundraising Goal	
	A	N/A	
	В	\$16,000	
	С	\$ 8,000	
for any potential conc. C. Donors will be reco	nflict of interest]. Ignized in the following we entire Director and County Proposed deviations from the in writing. Modifica	ions by [Ex: vetting prospectary: [Ex: Letters of appreciate NRPR Director, will be seen the signed Annual Wotions will be subject to a	tion, signed by nt to all donors.]
SIGNATURES:	•		
COUNTY	•		
Title:	Date	- 	·
	24.0		
FRIENDS GROUP	•		
Title:	Date		