



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

Requested Board Meeting Date: 05/05/2015

or Procurement Director Award ☐

Contractor/Vendor Name (DBA): Aztlan Youth Program, Inc.

Project Title/Description:

Centro Del Sur Community Center and Boxing Gym

Purpose:

This agreement allows Aztlan to operate youth and adult amateur and professional boxing programs at Centro Del Sur Community Center.

Procurement Method:

Program Goals/Predicted Outcomes:

To continue a private/public partnership for benefit of Pima County residents.

Public Benefit:

Operator provides low 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:

Original Information

Document Type: CT Department Code: PR Contract Number (i.e., 15-123): 15-448

Effective Date: 05/05/15 Termination Date: 05/04/16 Prior Contract Number (Synergen/CMS): _____

☒ Expense Amount: \$ 0.00 ☒ Revenue Amount: \$ 0.00

Funding Source(s): General Fund

Cost to Pima County General Fund: _____

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

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

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

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

Amendment Information

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

Amendment No.: _____ AMS Version No.: _____

Effective Date: _____ New Termination Date: _____

☐ Expense ☐ Revenue ☐ Increase ☐ Decrease Amount This Amendment: \$ _____

Funding Source(s): _____

Cost to Pima County General Fund: _____

CoB: 4-22-15
 BOS: 5-5-15

Procure Dept 04/15/15 PM02:17

Vendor
 Ver. 1
 16 pgs(3)

Contact: Robert Padilla

Department: Natural Resources, Parks and Recreation

Telephone: 520-724-5235

Department Director Signature/Date:

Christy Clark 4/14/15

Deputy County Administrator Signature/Date:

Mike Paul 4/14/15

County Administrator Signature/Date:

(Required for Board Agenda/Addendum Items)

C. Padilla 4/15/15

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 shall 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. All fees and fee changes shall be submitted to the NRPR Director or his designee for review and written approval prior to their implementation.

5.6. Maintenance of Facilities. Operator shall be responsible for all maintenance and repair of the Premises' interior and shall be 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 shall be the sole responsibility of Operator. Operator shall have no responsibility maintenance of the CPPHD's health clinic facility.

6. **Rights and Responsibilities of County.**

6.1. Right of Entry.

6.1.1. County shall have 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 shall 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 shall be for one (1) year commencing on the Effective Date, 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 and 9.3 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, including but not limited to names, addresses, phone numbers, e-mail addresses, numbers of students enrolled in each program, and the purposes and functions of the activities. First aid incident reports are required to be submitted to Pima County on a monthly basis.

9.4. Inventory Report. 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 Operator's personal property utilized at the Premises.

10. **Improvements.**

10.1. Right to Construct. County and Operator have the right to 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 Alterations 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 Alterations by County will be deemed 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. Fees.

11.1. Operator will charge no fees for use of the Facility.

11.2. Operator may, from time to time and upon sixty (60) days prior written notice to the NRPR director or designee, recommend new fees for admission to and use of the Premises to reflect market conditions. New fees must be approved, in writing, by the NRPR director or designee.

12. Utilities and Security.

12.1. Utilities.

12.1.1. 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.

12.1.2. 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

12.2. 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.

13. General Rights, Obligations and Duties.

13.1. Insurance on Activities. Operator will not conduct any activity on the Premises which is not covered by the insurance policies provided pursuant to Section 14 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.

13.2. 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.

13.3. 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.

13.4. 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.

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.

14. Insurance.

14.1. Operator will procure and maintain, until all of its obligations have been discharged, insurance against claims for injury to persons of damage to property which may arise from or in connection with the performance of the work hereunder by Operator or its agents, representatives or employees.

14.2. The insurance requirements herein are minimum requirements for this Agreement and in no way limit the indemnity covenants contained in this Agreement.

14.3. County in no way warrants that the minimum limits contained herein are sufficient to protect Operator from liabilities that might arise out of the performance of the work under this Agreement by Operator, Operator's agents, representatives, or employees.

14.4. Minimum Scope and Limits of Insurance. Operator will provide coverage with limits of liability not less than those stated below and maintain at its own expense, during the entire term of this Agreement the following type(s) and amounts of insurance:

14.4.1 Commercial General Liability - Occurrence Form:

- Each Occurrence.....\$2,000,000
- Sexual Abuse & Molestation Liability.....\$1,000,000
- Participant Liability.....\$2,000,000
- General Aggregate.....\$2,000,000
- Damage to Rented Property\$50,000

1. The Commercial General Liability policy shall contain a waiver of transfer of the rights of recovery (subrogation) against Pima County.
2. The liability insurance policy shall be endorsed to include the following language: **"Pima County and its Districts are named as Additional Insureds with respect to liability arising out of the activities performed by or on behalf of Operator"**.
3. Pima County shall be an additional insured to the full limits of liability purchased by user even if those limits of liability are in excess of those required by this Agreement.

14.4.2 Automobile Liability Insurance: Bodily Injury and Property Damage with a Combined Single Limit (CSL) of \$1,000,000 for any owned, non-owned and hired vehicles used in the performance of this Agreement.

14.4.3 Workers' Compensation and Employers Liability: Statutory coverage for Workers' Compensation and for Volunteers and Employees' Liability coverage not less than \$100,000 for each accident, \$100,000 disease for each employee, and \$100,000 disease policy limit.

14.4.4 Pima County will not be responsible for damage to loss of personal property belonging to Customer.

14.4.5 The Customer's insurance shall be primary insurance and any insurance carried by Pima County shall be considered non-contributory with respect to all other available sources.

14.5. On insurance policies where the County is named as an additional insured, Pima County will be an additional insured to the full limits of liability purchased by Operator even if those limits of liability are in excess of those required by this Agreement.

14.6. Coverage provided by Operator will not be limited to the liability assumed under the indemnification provisions of this Agreement.

14.7. Operator's insurance will be primary insurance and non-contributory with respect to all other available sources.

14.8. Insurance is to be placed with insurers duly licensed or approved unlicensed companies in the state of Arizona with an "A.M. Best" rating of B+ VI. County in no way warrants that the above required minimum insurer rating is sufficient to protect Operator from potential insurer insolvency.

14.9. Changes to Insurance Requirements. County retains the right to reasonably increase the limits or types of coverage from time to time as determined in the best interests of County by Pima County Risk Management.

14.10. 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, 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.

14.11. Insurance Certificates. Operator will provide County with current certificates of insurance which must show County as an additional insured where required. All certificates of insurance must provide for guaranteed thirty (30) days written notice of cancellation, non-renewal or material change. All certificates and endorsements are to be received and approved by County before work commences. Each insurance policy must be in effect at or prior to commencement of work under this Agreement and remain in effect for the duration of the project.

14.12. Waiver of Subrogation. Each Party waives its claims and subrogation rights against the other for losses typically covered by property insurance coverage.

15. **Liens.** Operator will pay all liens of Operators, mechanics, laborers or material men and will indemnify County against all legal costs and charges, including counsel fees reasonably incurred in and about the defense of any suit resulting from Operator's failure to perform the

above. Operator is not the agent of County for any purpose whatsoever, and has no authority to create any liens for labor or material in County's interest in the Premises, and all material men, Operators, mechanics, and laborers are charged with notice that they must look to Operator and Operator's interest only, to secure the payment of all bills for any work done or material furnished during the term of this Agreement. Operator will not purchase any materials, equipment or supplies on the credit of County. Operator will not pledge in any manner the credit of County for material, stock or other items Operator purchases for use at the Premises.

16. **Notice.** Any notice required or permitted to be given under this Agreement must be in writing and will be mailed by first class, registered, certified or overnight mail, return receipt requested, postage prepaid, or transmitted by electronic mail, or hand delivered, addressed as follows:

If to County: Director
 Pima County Natural Resources, Parks, & Recreation
 3500 W. River Rd.
 Tucson, AZ 85741-3600

If to Operator: Annette Agredano, Director
 Aztlán Youth Program, Inc.
 3615 E. 27th St.
 Tucson, AZ 85713-2419

or such other address as any Party from time to time shall designate by written notice to the other parties. If mailed, all such notices, demands, requests, or other communications are deemed received upon the expiration of seventy-two (72) hours after deposit in the U.S. mail as aforesaid. Notice served personally or by electronic mail or facsimile are deemed served upon delivery thereof to the addressee. Rejection or other refusal to accept or the inability to deliver because of changed address of which no notice was given will be deemed to be receipt of the notice, demand or request sent.

17. **Indemnification of County.** Operator will indemnify and defend County, its agents, employees, operators and officers, against and hold them harmless from and against any and all claims, liabilities, losses, damage, costs and expenses (including, without limitation, reasonable attorney's fees) asserted against or suffered by them resulting from damage to property or injury to or the death of any person on the Premises arising out of Operator's activities under this Agreement, except to the degree caused by the willful or negligent act or omission of County. Operator will also indemnify County against any claim, liability, damage, costs and expenses arising out of the presence, disposal, release, or threatened release of hazardous substances, hazardous wastes, hazardous materials, or petroleum or petroleum

products on, from, or under the Premises and arising from the activities of Operator, its agents, guests or licensees or other persons on the Premises during the term of this Agreement. For purposes of this Agreement, the terms "disposal", "release", "hazardous substances", "hazardous waste", and "hazardous materials" have the definitions assigned thereto by the Federal Comprehensive Environmental Response, Compensation, and Liability Act of 1980, 42 U.S.C. Section 9601 *et seq.*, as amended, the Federal Resource Conservation and Recovery Act, 42 U.S.C. Section 6901 *et seq.*, as amended, Title 49, Chapter 3 of the Arizona Revised Statutes.

18. **Independent Contractor Status.** The status of Operator is that of an independent Contractor. Operator's employees and agents are not considered employees of County, are not entitled to receive any fringe benefits associated with regular employment and will not be subject to the provisions of the Pima County Merit System. To that end, Operator will employ and direct such personnel as it requires to perform said services; secure any and all permits that may be required in order to perform the services herein contemplated; exercise full and complete authority over its personnel; comply with all workmen's compensation, employer's liability and other federal, state, county and municipal laws, ordinances, rules and regulations required of an employer performing services as herein contemplated; and make all reports and remit all withholdings or other deductions from the compensation paid its personnel as may be required by federal, state, county or municipal laws, ordinances, rules or regulations.

19. **Sustainability Plan.** Operator will prepare and implement an integrated waste management plan to re-use, recycle, and/or compost any consumable materials utilized in the performance of this Agreement, and will submit the plan for County review at least annually.

20. **Remedies.** All Parties may pursue any remedies provided by law or in equity for breach of this Agreement. Upon termination of this Agreement, Operator hereby grants to County license to enter the Premises to take possession with or without process of law; such entry will not constitute a forcible entry or detainer, nor will it cause a forfeiture of payments due under this Agreement, if any, nor a waiver of any covenant or condition in this Agreement that is to be performed by Operator. Operator will make no claim of any kind against County, its agents, employees or other representatives by reason of such acts.

21. **Miscellaneous.**

21.1. Assignment. Operator may not assign its rights or obligations under this Agreement without the consent of County, which is at County's sole discretion. Operator may subcontract the operation of martial arts and other site-appropriate activities, however, Operator will not sublet any portion of the site.

21.2. Attorney's Fees. In the event any action, suit or proceeding at law or in equity is instituted with respect to this Agreement, the prevailing Party is entitled to recover reasonable attorneys' fees, expenses and court costs incurred.

21.3. Attorney's Review. The parties acknowledge that they have had an opportunity to consult with legal counsel regarding this Agreement, and that the terms of this Agreement are not to be construed against any party because that party drafted the Agreement, or construed in favor of a party because that party failed to understand the legal effect of the provisions of this Agreement. The Pima County Attorney is signing as to form only, and represents solely the interests of Pima County. Each party will bear the costs of their attorney incurred in connection with the negotiation and drafting of this Agreement.

21.4. Conflict of Interest. This Agreement is subject to cancellation within three (3) years after its execution pursuant to A.R.S. § 38-511 if any person significantly involved in initiating, negotiating, securing, drafting, or creating this Agreement on behalf of the County is, at any time while this Agreement or any extension of the Agreement is in effect, an employee or agent of any other Party to the Agreement with respect to the subject matter of the Agreement.

21.5. Counterparts. This Agreement may be executed in separate counterparts, each of which is deemed to be an original, and all of which taken together constitute one and the same instrument.

21.6. Each Provision Material. Each substantive term of this Agreement is material and breach by Operator of any of the substantive terms contained herein is a material breach of the entire Agreement.

21.7. Legal Arizona Workers Act Compliance.

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

21.7.2. County has the right at any time to inspect the books and records of Operator in order to verify such party's compliance with the State and Federal Immigration Laws.

21.7.3. Any breach of Operator's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this Paragraph, is a material breach of

this Agreement subjecting Operator to penalties up to and including suspension or termination of this Agreement.

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

21.8. No Agency Created. Nothing contained in this Agreement creates any partnership, joint venture, or agency relationship between the Parties.

21.9. No Third-Party Beneficiaries. There are no third-party beneficiaries to this Agreement, and no person or entity not a Party hereto has any right or cause of action hereunder.

21.9.1. No Personal Liability. No member, official or employee of Pima County will be personally liable to Operator, or any successor or assignee in the event of any default or breach by Pima County; for any amount which may become due to the Operator or its successor or assign; or pursuant to any obligation of Pima County under the terms of this Agreement.

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

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

21.12. Exhibits. The following Exhibits to this Agreement are fully incorporated herein as is set forth at length:

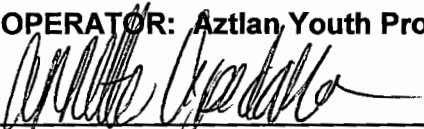
Exhibit A: Description of the Premises.

21.13. Entire Agreement; Modification. This Agreement constitutes the entire Agreement between the parties and supersedes all agreements, representations, warranties,

statements, promises, and understandings, whether oral or written, with respect to the subject matter thereof. No Party hereto will be bound by or charged with any oral or written agreement, representations, warranties, statements, promises, or understandings not specifically set forth in this Agreement. This Agreement may not be amended, altered or modified except by a writing signed by all the parties.

21.14. Authority. The undersigned represent to each other that they have full power and authority to enter into this Agreement, and that all necessary actions have been taken to give full force and effect to this Agreement.

OPERATOR: Aztlan Youth Program, Inc., an Arizona non-profit corporation:



Annette Agredano, Director

Date 4-10-15

Joseph Agredano

Date _____

COUNTY: Pima County, a body politic and corporate of the State of Arizona:

Sharon Bronson, Chair, Board of Supervisors

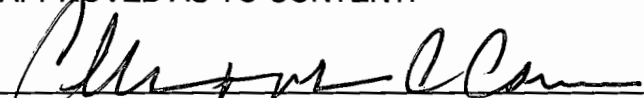
Date _____

ATTEST:

Robin Brigode, Clerk of Board


Date _____

APPROVED AS TO CONTENT:



Chris Cawein, Director, Natural Resources, Parks & Recreation

APPROVED AS TO FORM:



Tobin Rosen, Deputy County Attorney, Civil Division



**EXHIBIT A
CENTRO DEL SUR
LEASED SPACE**



Leased Space

Shared Parking

1 inch = 20 feet

