



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

Award Contract Grant

Requested Board Meeting Date: December 1, 2020

* = Mandatory, information must be provided

or Procurement Director Award

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

YMCA of Southern Arizona

***Project Title/Description:**

Triangle Y Ranch Camp Funding Allocation for Campfire Circle

***Purpose:**

To fund expenses for a campfire circle with concrete stage. The proposed structure will replace the current campfire circle which is deteriorating and remotely located.

***Procurement Method:**

Non-Procurement contract awarded by the Board of Supervisors per Board of Supervisors Policy E36.1

***Program Goals/Predicted Outcomes:**

Community development for Pima County residents.

***Public Benefit:**

During weeklong summer camps, this structure will serve over 1,000 children as a location to sit around a campfire and learn YMCA campfire songs and YMCA values; 80% of this population will be publicly assisted. YMCA Camp counselors will lead songs and perform skits to reinforce values of honesty, caring, responsibility and respect while having fun.

***Metrics Available to Measure Performance:**

It is anticipated Triangle Y Ranch will complete the project within the defined Term.

***Retroactive:**

N/A

NOV 23 2020 11:59:59 AM
PROCURE DEPT 11/20/20 PM02:55

To: COB - 11.23.20
Ver. - 1
Pps - 9 (11)

Page 1 of 2
Allendum

Revised 5/2020

Procure Dept 11/20/20 PM02:55

Contract / Award Information

Document Type: CT Department Code: FN Contract Number (i.e., 15-123): 21*0245

Commencement Date: 12-1-2020 Termination Date: 11-30-2021 Prior Contract Number (Synergen/CMS): N/A

Expense Amount: \$* 25,000.00 Revenue Amount: \$ _____

*Funding Source(s) required: General Fund

Funding from General Fund? Yes No If Yes \$ 25,000.00 % _____

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 or Revenue Increase Decrease Amount This Amendment: \$ _____

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

*Funding Source(s) required: _____

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

Grant/Amendment Information (for grants acceptance and awards) Award Amendment

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

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: Diane Frisch

Department: Attractions & Tourism Telephone: 520.724.7355

Department Director Signature/Date: *Diane Frisch* 11/20/2020

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

County Administrator Signature/Date: *[Signature]* 11/20/2020
(Required for Board Agenda/Addendum Items)

Pima County Department of Attractions & Tourism

Project: Triangle Y Ranch Camp Funding Allocation for Campfire Circle

Contractor: YMCA of Southern Arizona

Amount: \$25,000.00

Contract No.: CT-FN-21*0245

Funding: General Fund

FUNDING AGREEMENT

Board of Supervisors Authorized Funding of \$10,000 or more

1. Parties, Background and Purpose.

1.1. Parties. This Contract is between Pima County, a body politic and corporate of the State of Arizona ("County"), and YMCA of Southern Arizona, a nonprofit corporation ("Contractor").

1.2. Purpose. County will provide funding to Contractor to defray costs related to the provision of services by the Contractor for the benefit of the public.

1.2.1. Contractor operates the Triangle Y Ranch Camp, which offers Pima County residents family and youth camping opportunities; group retreats; and programs designed to improve health while enjoying outdoor activities, provide socialization opportunities, and develop leadership skills.

1.2.2. The Pima County Board of Supervisors has determined that providing funds for the development of a new campfire circle to be located at the Triangle Y Ranch Camp will enhance and facilitate Contractor's services to Pima County's residents.

1.2.3. The expenditure of funds for this purpose is authorized by A.R.S. §§ 11-251(17) and 11-254.04.

2. **Term.** The term of this Contract commences on December 1, 2020 and will terminate on November 30, 2021. If the commencement date 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.

3. **Compensation and Payment.** County will provide a maximum of \$25,000.00 to Contractor.

4. **Scope of Services.** Contractor will use County funds matched by Pinal County to pay for expenses directly related to the development of a new campfire circle to be located at the Triangle Y Ranch Camp. The new campfire circle will substantially conform to the depiction in the attached **Exhibit A** (four pages) and will be used for the purposes described therein.
5. **Indemnification.** To the fullest extent permitted by law, Contractor will defend, indemnify, and hold harmless Pima County and any related taxing district, and the officials and employees of each of them (collectively, "Indemnitee") from and against any and all claims, actions, liabilities, losses, and expenses (including reasonable attorney fees) (collectively, "Claims") arising out of actual or alleged injury of any person (including death) or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by any act or omission of Contractor or any of Contractor's directors, officers, agents, employees, volunteers, or subcontractors. This indemnity includes any claim or amount arising or recovered under the Workers' Compensation Law or arising out of the failure of Contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. The Indemnitee will, in all instances, except for Claims arising solely from the acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all Claims. Contractor is responsible for primary loss investigation, defense and judgment costs for any Claim to which this indemnity applies. This indemnity will survive the expiration or termination of this Contract.
6. **Insurance Coverage and Limits.** Contractor will provide proof of insurance in the following type(s) and amount(s):

Commercial General Liability(CGL). Occurrence form with limits not less than \$2,000,000 each occurrence and \$2,000,000 general aggregate. Policy will include coverage for liability arising from premises, operations, independent contractors, personal injury, bodily injury, and broad form contractual liability.
7. **Laws and Regulations.**
 - 7.1 Compliance with Laws. Contractor will comply with all federal, state, and local laws, rules, regulations, standards and Executive Orders.
 - 7.2 Licensing. Contractor warrants that it is appropriately licensed to provide the services under this Contract and that its subcontractors will be appropriately licensed.
 - 7.3 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 brought in the appropriate court of the State of Arizona in Pima County.
8. **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.
9. **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.

10. **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.
11. **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.
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.
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.
14. **Full and Complete Performance.** The failure of either party to insist, in one or more instances, upon the other party's full and complete performance under this Contract, or to take any action based on the other party's failure to fully and completely perform, is not a waiver or relinquishment of the right to insist upon full and complete performance of the same, or any other covenant or condition, either in the past or in the future. The acceptance by either party of sums less than may be due and owing it at any time is not an accord and satisfaction.
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.
16. **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:
Jan Leshner, Chief Deputy County Administrator
Pima County
130 West Congress Street, 10th Floor
Tucson, Arizona 85701

Contractor:
Kurtis Dawson, President, CEO
YMCA of Southern Arizona
60 West Alameda Street
Tucson, Arizona 85701

17. **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.

18. Public Records.

- 18.1. Disclosure. Pursuant to A.R.S. § 39-121 et seq., all documents submitted relevant in the award of this Contract are public records. As such, those documents are subject to release and/or review by the general public upon request.
- 18.2. 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.

19. Legal Arizona Workers Act Compliance.

- 19.1. 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.
- 19.2. 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.
- 19.3. 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.
- 19.4. Subcontractors. Contractor will advise each subcontractor of County's rights, and the subcontractor's obligations, under this Section 18 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."

- 20. **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.
- 21. **Amendment.** The parties may modify, amend, alter or extend this Contract only by a written amendment signed by the parties.
- 22. **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

Chairman, Board of Supervisors

Date

ATTEST

Clerk of the Board

Date

APPROVED AS TO FORM



Deputy County Attorney

Christopher Straub
Print DCA Name

11/19/2020
Date

CONTRACTOR



Authorized Officer Signature

Kurtis Dawson, President, CEO
Printed Name and Title

11/20/20
Date

APPROVED AS TO CONTENT



Department Head

Jan Leshner, Deputy County Administrator
Print Name

11/20/2020
Date

REPLACEMENT CAMPFIRE CIRCLE

TRIANGLE Y RANCH CAMP

34434 SOUTH Y RANCH CAMP ROAD, ORACLE, ARIZONA 85623

OWNER

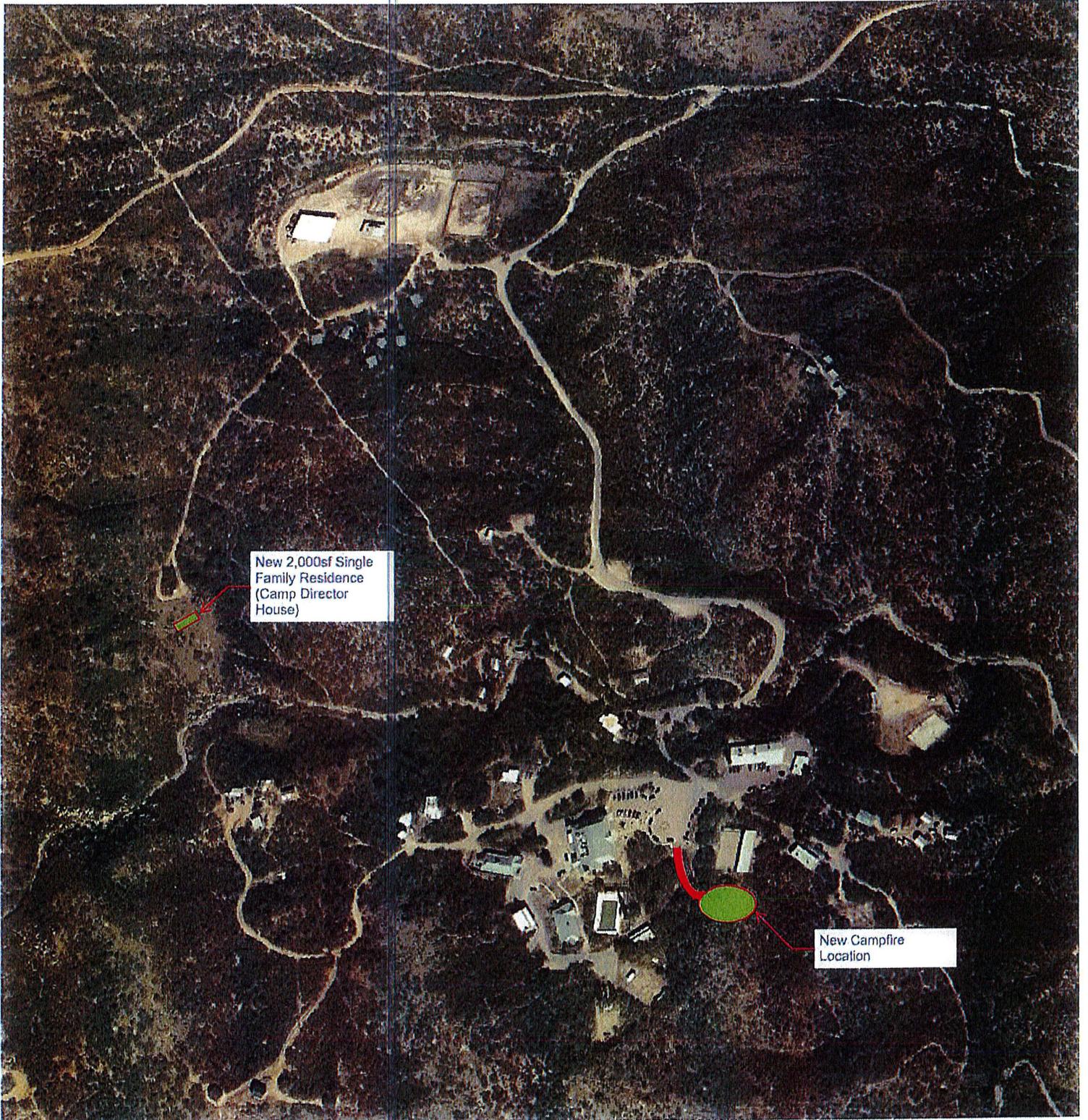
**YMCA OF SOUTHERN ARIZONA
60 WEST ALAMEDA
TUCSON, ARIZONA 85701**

PROJECT SUMMARY

This project consists of a replacement campfire circle which is located next to the main campus of buildings including the Retreat Center, lodges, and activity areas (swimming, volleyball, archery, riflery). The campfire circle replaces the current campfire circle which is deteriorating, is not readily accessible and is remotely located.

During weeklong summer camps for over a 1,000 children from southern Arizona, this area serves as the location to sit around a campfire (wood fuel/propane gas dual use) and learn YMCA campfire songs and YMCA values. Campfire experiences are lifelong memories. The Campfire Circle is NOT AN MUSICAL ENTERTAINMENT VENUE. YMCA Camp counselors lead songs and perform skits to reinforce values of honesty, caring, responsibility, and respect as well as have fun.

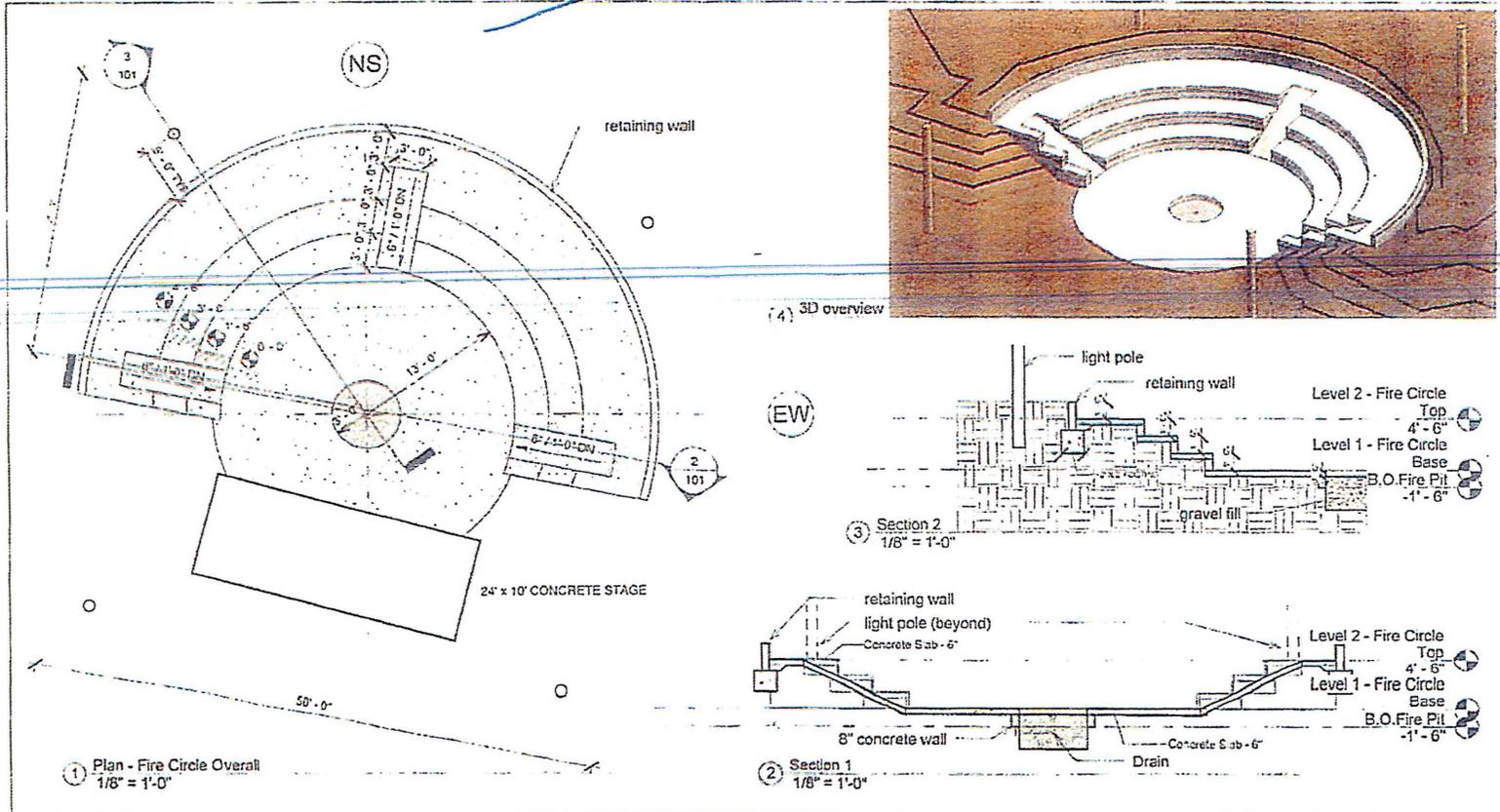
The Triangle Y Ranch Camp and Retreat Center is part of the YMCA of Southern Arizona, a non-profit organization, which has been providing weeklong summer camp opportunities for children in the southwest region for 80 years



New 2,000sf Single
Family Residence
(Camp Director
House)

New Campfire
Location

Working Concept



Triangle Y Ranch Camp
34434 S Y Camp Rd, Oracle AZ 85623

Camp Fire Circle

No.	Description	Date

Concrete	
Project number	Project Number
Date	Issue Date
Drawn by	Author
Checked by	Checker
	Scale 1/8" = 1'-0"

101