

# COB - BOSAIR FORM

12/11/2025 9:34 AM (MST)

Submitted by Martha.Guzman@pima.gov



## BOARD OF SUPERVISORS AGENDA ITEM REPORT (BOSAIR)

**\*All fields are required. Enter N/A if not applicable. For number fields, enter 0 if not applicable.\***

Record Number: PO FC PO2500038867

**Award Type:** Contract

**Is a Board Meeting Date Requested?** Yes

**Requested Board Meeting Date:** 01/06/2026

**Signature Only:**

NO

**Procurement Director Award / Delegated Award:** • N/A

**Supplier / Customer / Grantor / Subrecipient:** Youth Outdoor Experience

**Project Title / Description:** Community WATER Program

**Purpose:** To develop a program to increase public participation in the location, design, construction and maintenance of Regional Flood Control District Stormwater Park projects, particularly for residents in historically underserved communities that have limited opportunities due to social, economic, and educational barriers. This contract will hire Youth Outdoor Experience, dba Ironwood Tree Experience (ITE) to develop this program.

**Procurement Method:** Direct Select for Professional Services: Direct Select per Board of Supervisors Policy D29.6, III-C.

**Procurement Method Additional Info:** n/a

**Program Goals/Predicted Outcomes:** The goal is to create a Community Water Advocates in Training in Equity and Resilience (Community WATER Program) to facilitate partnerships with local schools in underserved neighborhoods to train teachers and high school students as community green stormwater infrastructure advocates. This program will fund ITE to run workshops providing 20 teachers and up to 100 high school students, from low-income and disadvantaged area schools, the opportunity to participate in environmental trainings hosted at Pima County Regional Flood District (District) green infrastructure project sites. The program will provide paid workforce development opportunities to participants through hands-on engagement with future and existing neighborhood-scale stormwater projects funded by the District.

TO: COB, 12/22/25 (1)  
VERSION: 0

PAGES: 12

**Public Benefit and Impact:**

Once trained, community advocates will provide essential support for public stormwater infrastructure and restoration projects being implemented by District in

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target vulnerable communities. The program will create a network of informed community members who can support these initiatives and help build trust between District and the public. Collaboration with Pima County Community and Workforce Development youth workforce programs will additionally bridge program participants to green workforce pathways and career opportunities related to environmental work and climate resilience.

**Budget Pillar**

- Conservation, sustainability & climate resiliency

**Support of Prosperity Initiative:**

- C-S-3. Prevent and Reduce Crime
- C-S 2. Address Climate Resilience and Environmental Justice
- 10. Prioritize Workforce Development for Underserved Populations

**Provide information that explains how this activity supports the selected Prosperity Initiatives**

This project furthers the County's Prosperity Initiative, BOS Policy E36.2 Reducing Generational Poverty and Improving Individual and Community Wealth, by improving the quality of life and opportunity in high poverty neighborhoods through investment in physical and social infrastructure in ways that intentionally strive to center the priorities of the neighbors themselves. This project can inform an equitable development model for other Pima County and/or District development projects.

**Metrics Available to Measure Performance:**

Number of teachers trained, number of students trained, number of members in Ambassador network, retention rates, number of community engagement events led and supported by ambassadors, number of low-income residents impacted, number of neighborhoods with active ambassadors, number of paid training and workforce opportunities, knowledge assessment and program participant surveys

**Retroactive:**

NO

**Contract / Award Information**

Record Number: PO FC PO2500038867

**Document Type:** PO

**Department Code:** FC

**Contract Number:** PO2500038867

**Commencement Date:** 01/06/2026

**Termination Date:** 01/05/2027

**Total Expense Amount:**

\$250,000.00

**Total Revenue Amount:**

\$0.00

**Funding Source Name(s) Required:** 20010FD Regional Flood Control District

**Funding from General Fund?**

NO

**Contract is fully or partially funded with Federal Funds?**

NO

**Were insurance or indemnity clauses modified?**

NO

**Vendor is using a Social Security Number?**

NO

**Department:** Regional Flood Control District

**Name:** Nichole Casebeer

**Telephone:** 520-724-4631

**Add Procurement Department Signatures**

No

**Add GMI Department Signatures**

No

Department Director Signature:  Date: 12/19/25

Deputy County Administrator Signature:  Date: 12/22/2025

County Administrator Signature:  Date: 12/22/2025

**DATE:** November 25, 2025

**TO:** Jan Lesher  
County Administrator

**FROM:** Eric Shepp, P.E.  
Director

**SUBJECT:** Request for Direct Selection of Professional Services from Ironwood Tree Experience for the Community Water Advocates Training in Equity and Resilience Program

Pursuant to Board of Supervisors Policy D29.6 III.C – Direct Selection and Procurement Procedure No. PO-50, this memorandum seeks approval to select Ironwood Tree Experience (ITE) to provide community education and outreach programming for the Regional Flood Control District's (District) Community Water Advocates Training in Equity and Resilience (Community WATER Program).

#### **BACKGROUND**

Underserved communities in Pima County face significant environmental challenges including flooding and urban heat, which the (District) seeks to mitigate by transforming underutilized, vacant, and nuisance parcels into community stormwater parks. These parks use stormwater harvesting to grow native plants and create outdoor spaces that serve as valuable community assets. Despite these efforts, many communities lack the awareness, understanding, and resources needed to fully engage with the District's green stormwater infrastructure projects. Social, economic, and educational barriers further limit opportunities for residents to participate in and benefit from these initiatives. These challenges hinder equitable project outcomes and community empowerment, leaving gaps in knowledge, workforce training, and trust between the District and the communities it serves.

The Community WATER Program seeks to address these gaps by partnering with local schools in underserved neighborhoods to train teachers and high school students as community advocates. The program aims to provide students with training in desert ecology, watershed health, flood safety, green infrastructure, and environmental justice. By developing these skills, participants will gain the tools to advocate for climate resilience projects in their neighborhoods, foster greater community understanding of District-led projects, as well as recruit neighborhood leaders to support the District's community engagement efforts in vulnerable communities.

This hands-on program additionally integrates paid workforce development opportunities, allowing participants to support the District's community engagement efforts through activities such as canvassing, hosting workshops, assisting with planting events, and educating residents about local projects among other paid training and work opportunities. The Community WATER Program aims to build a local network of informed and engaged advocates who will act as bridges between their communities and the District's initiatives. Through partnership with Pima County Community Workforce Development's (CWD) youth workforce development program, the District will collaborate to build green career pathways for Community WATER Program participants. Through the District and CWD resources, community advocates will gain access to green workforce training opportunities that empower community members to become future leaders, stewards, and professionals supporting local climate resilience efforts across the County. By promoting environmental education and supporting paid workforce development to youth and residents in underserved areas, the Community WATER Program will bridge critical gaps in community knowledge, engagement, and workforce development, supporting the District's mission to implement equitable and sustainable green infrastructure solutions.

By leveraging infrastructure investments through Capital Improvement projects to empower underserved communities, this program lays the groundwork for more resilient and engaged neighborhoods in the County. The Community WATER Program directly advances the County's Prosperity Initiative, specifically BOS Policy E36.2, by addressing generational poverty and fostering individual and community wealth through investments in both physical and social infrastructure. By training local teachers and students as advocates and providing paid workforce opportunities, this program enhances quality of life and creates pathways for economic and educational advancement

Jan Lesher, County Administrator

**Request for Direct Selection of Professional Services from Ironwood Tree Experience for the Community Water Advocates Training in Equity and Resilience Program**

December 25, 2025

Page 2

in high-poverty neighborhoods. Its focus on centering community priorities ensures that the voices of residents guide the Community WATER Program's outcomes, building trust and empowerment. As such, the Community WATER Program offers a scalable model for equitable development that can inform future County projects reinforcing sustainable and inclusive practices in underserved communities.

The District is selecting ITE to assist the District in the development and coordination of the Community WATER Program. The ITE has a long history of promoting environmental stewardship through experiential education programs. Since 2005, they have worked with more than 10,000 young people and educators in the greater Tucson area with schools, governments, and community groups, and provides equitable, accessible environmental programming particularly in underserved communities. This pilot program represents an extension of their commitment to equity-focused environmental engagement tailored to address the needs of communities impacted by climate change and urban flooding.

**REQUESTED ACTION**

The District requests Ironwood Tree Experience be selected to develop and implement the District's Community WATER Program with a not to exceed amount of \$250,000 for a contract term of one (1) year with the option to renew this contract for up to four (4) additional one-year terms (each an "Extension Option") with a not to exceed cost of 1,000,000. An extension option will be effective only upon execution by the parties of a formal written amendment and pursuant to the Direct Select provisions of the Board of Supervisors Policy D29.6, III-C.

ES/NC/tj

Attachments

c: Carmine DeBonis, Jr., Deputy County Administrator for Public Works  
Bruce D. Collins, Director – Procurement Department  
Brian Jones, Deputy Director – Regional Flood Control District

**APPROVED AS TO FORM**

*Bruce Collins*

Bruce D. Collins, Procurement Director

November 25, 2025

Date

**CONCUR**

*Carmine DeBonis*

Carmine DeBonis, Jr., Deputy County Administrator for Public Works

12/02/2025

Date

**DIRECT SELECT APPROVED**

*Jan Lesher*

Jan Lesher, County Administrator

*12/2/2025*

Date

**Pima County Regional Flood Control District**

**Project: Community WATER Program**

**Contractor: Youth Outdoor Experience**

**Amount: \$250,000**

**Contract No.: PO2500038867**

**Funding: 20010FD Regional Flood Control District**

## **PROFESSIONAL SERVICES CONTRACT**

### **1. Parties and Background.**

- 1.1. **Parties.** This Contract is between Pima County Regional Flood Control District, a body politic and corporate of the State of Arizona ("District"), and Youth Outdoor Experience d.b.a. Ironwood Tree Experience ("Contractor").
- 1.2. **Authority.** District selected Contractor pursuant to and consistent with Board of Supervisors Policy D29.6.

### **2. Term.**

- 2.1. **Initial Term.** The term of this Contract commences on January 6, 2026 and will terminate on January 5, 2027 ("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.** District 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.** Contractor will provide District with the services described in **Exhibit A** (2 pages), at the dates and times described on **Exhibit A** or, if **Exhibit A** contains no dates or time frames, then upon demand. The Services must comply with all requirements and specifications in the Solicitation.
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 District relied upon in making this Contract, Contractor will obtain the approval of District. The key personnel include the following staff:
  - Eric Dhruv – Director
  - Suzanne Dhruv – Assistant Director
  - Isaac Cortes – Community WATER Program Coordinator

## 5. Compensation and Payment.

- 5.1. Rates; Adjustment. District will pay Contractor at the rates set forth in **Exhibit A** (2 pages). Those rates will remain in effect during an Extension Option period unless Contractor, at least 90 days before the end of the then-existing Term, or at the time District informs Contractor that District intends to extend the Term, if that is earlier, notifies District in writing of any adjustments to those rates, and the reasons for the adjustments.
- 5.2. Maximum Payment Amount. District's total payments to Contractor under this Contract, including any sales taxes, may not exceed \$250,000 per year (the "NTE Amount"). The NTE Amount can only be changed by a formal written amendment executed by the Parties. Contractor is not required to provide any services, payment for which will cause District's total payments under this Contract to exceed the NTE Amount; if Contractor does so, it is at the Contractor's own risk.
- 5.3. Sales Taxes. The payment amounts or rates in **Exhibit A** do not include sales taxes. Contractor may invoice District for sales taxes that Contractor is required to pay under this Contract. Contractor will show sales taxes as a separate line item on invoices.
- 5.4. Timing of Invoices. Contractor will invoice District on a monthly basis unless a different billing period is set forth in **Exhibit A**. District must receive invoices no more than 30 days after the end of the billing period in which Contractor delivered the invoiced products or services to District. District may refuse to pay for any product or service for which Contractor does not timely invoice District and, pursuant to A.R.S. § 11-622(C), will not pay for any product or service invoiced more than 6-months late.
- 5.5. Content of Invoices. Contractor will include detailed documentation in support of its invoices and assign each amount billed to an appropriate line item.
- 5.6. Invoice Adjustments. District may, at any time during the Term and during the retention period set forth in Section 22 below, question any payment under this Contract. If District raises a question about the propriety of a past payment, Contractor will cooperate with District in reviewing the payment. District may set-off any overpayment against amounts due to Contractor under this or any other contract between District and Contractor. Contractor will promptly pay to District any overpayment that District cannot recover by set-off.

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. Pima County and the District in no way warrant 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 Pima County with A.M. Best rating of not less than A-VII, unless otherwise approved by Pima 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 Pima County, or its agents, officials, or employees, is excess and not contributory insurance.
- 6.2.5. The Required Insurance policies may not obligate Pima County and/or the District 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 District, appropriate insurance certificates for each subcontractor. Contractor must obtain District's approval of any subcontractor request to modify the Insurance Requirements as to that subcontractor.

6.3. **Notice of Cancellation:**  
Contractor must notify District, 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 District project or contract number and project description.

6.4. **Verification of Coverage:**

- 6.4.1. Contractor must furnish District 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 District project or contract number and project description. Each certificate must be signed by an authorized representative of the insurer.
- 6.4.2. District 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 District before work commences. Each Required Insurance policy must be in effect at least 10 days before work under this Contract commences. Contractor must provide District 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 Pima 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 District's failure to obtain a required insurance certificate or endorsement, the District's failure to object to a non-complying insurance certificate or endorsement, nor the District'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, "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.

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 Pima County and the District harmless from any and all liability that Pima County and the District 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 District 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 District's prior written approval. District 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 District does not have authority to enter into this Contract, District 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 District.**
  - 17.1. **Without Cause.** District 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, District's only obligation to Contractor will be payment for services rendered prior to the date of termination.
  - 17.2. **With Cause.** District may terminate this Contract at any time without advance notice and without further obligation to District when District finds Contractor to be in default of any provision of this Contract.

17.3. **Non-Appropriation.** Notwithstanding any other provision in this Contract, District may terminate this Contract if for any reason there are not sufficient appropriated and available monies for the purpose of maintaining District or other public entity obligations under this Contract. In the event of such termination, District 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:

District:	Contractor:
Eric Shepp, P.E. Director 201 N Stone Ave., Fl 9 Tucson, AZ 85701	Eric Dhruv, Executive Director 738 N. 5 <sup>th</sup> Ave., Unit #101 Tucson, AZ 85705

19. **Non-Exclusive Contract.** Contractor understands that this Contract is nonexclusive and is for the sole convenience of District. District 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 District. 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 District for records marked CONFIDENTIAL, District will notify Contractor of the request as soon as reasonably possible. District 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. District will not, under any circumstances, be responsible for securing such an order, nor will District 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.** District 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 District 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. **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.
26. **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 Contractor is not in compliance with A.R.S. § 35-394, Contractor must notify District within five business days and provide a written certification to District regarding compliance within one hundred eighty days.
27. **Heat Injury and Illness Prevention and Safety Plan.** Pursuant to Pima County Procurement Code 11.40.030, Contractor hereby warrants that if Contractor's employees perform work in an outdoor environment under this Contract, Contractor will keep on file a written Heat Injury and Illness Prevention and Safety Plan. At Pima County and/or District's request, Contractor will provide a copy of this plan and documentation of heat safety and mitigation efforts implemented by Contractor to prevent heat-related illnesses and injuries in the workplace. Contractor will post a copy of the Heat Injury and Illness Prevention and Safety Plan where it is accessible to employees. Contractor will further ensure that each subcontractor who performs any work for Contractor under this Contract complies with this provision.
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  
REGIONAL FLOOD CONTROL DISTRICT**

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Chair, Board of Directors

---

Date

ATTEST

---

Clerk of the Board

---

Date

APPROVED AS TO FORM

---

*Bobby Yu*

Deputy County Attorney

---

Bobby Yu

Print DCA Name

---

12/4/2025

---

Date

**CONTRACTOR**



---

Authorized Officer Signature

Eric R Dhruv

---

Printed Name and Title

---

12.15.25

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Date

## Exhibit A

### Community Water Advocates Training in Equity and Resilience Program Scope of Work January 6, 2026 - January 5, 2027

**Annual Contract Value: \$250,000**

#### **1. Purpose**

The Community Water Advocates Training in Equity and Resilience Program (Community WATER Program) will connect youth, educators, and residents across Pima County to the educational, health, and workforce benefits of nature-based activities. Ironwood Tree Experience (ITE) will design and implement experiential programs that build watershed literacy, promote equitable access to green spaces, and prepare students for emerging green workforce pathways.

#### **2. Goals**

- **Advance Watershed Literacy:** Build understanding of natural and cultural history, watershed systems, ecology, and urban stormwater management.
- **Increase Equitable Access:** Engage participants from underserved and disadvantaged communities in environmental learning and recreation.
- **Strengthen Community Connections:** Foster partnerships among schools, community organizations, and Pima County Regional Flood Control District (District) through stewardship and outreach.
- **Support Workforce Pathways:** Prepare students for environmental careers through hands-on training and exposure to Green Stormwater Infrastructure (GSI) projects.

#### **3. Program Components**

ITE will implement three primary programs under the Community WATER Program:

##### **A. WATER Educator Professional Development Training**

- Conduct **two educator workshops annually** (Spring & Fall).
- Serve approximately **20 educators per year**.
- Focus: Watershed systems, flood management, GSI, park equity, and environmental education.
- Deliverables: Curriculum updates, educator recruitment, workshop facilitation, evaluation, and reporting.

##### **B. WATER Field Studies Program**

- Facilitate up to **15 field trips annually**, engaging ~300 students per year.
- Trips will occur at watersheds, GSI parks, and public lands across Pima County.

- Focus: Hands-on learning in watershed science, rainwater harvesting, and equitable park design.
- Deliverables: Scheduling and coordination with teachers, instruction, evaluation, and reporting.

#### **C. WATER Advocates Internship (New Program)**

- Recruit and train **10 high school interns annually** for a 10-day hands-on program.
- Focus: Environmental action, leadership, watershed literacy, urban habitat restoration, and community engagement.
- Deliverables: Internship curriculum, youth recruitment, instruction, mentorship, event participation, evaluation, and final report.

### **4. ITE Lead Staff & Responsibilities**

#### ITE Lead Staff

- Eric Dhruv – Executive Director
- Suzanne Dhruv – Assistant Director
- Isaac Cortes – Community WATER Program Coordinator

#### ITE Roles and Responsibilities include:

- Plan, coordinate, and implement all programming described above.
- Manage all operational logistics, scheduling, materials, and communications.
- Develop and maintain educational and outreach materials (print and digital).
- Coordinate with District staff for site selection, community engagement, and GSI integration.
- Supervise educators, students, and interns during all activities.
- Collect and analyze participation data and evaluation results.
- Maintain appropriate insurance and risk management protocols.
- Submit an annual work plan and schedule in December for the upcoming year.
- Submit quarterly progress updates in April, July and October.
- Submit annual performance reports to District no later than January 31 for the preceding year that shall include annual evaluation and summary of recommendation and end of year financial and performance report.

### **6. Timeline**

**January 6, 2026 to January 5, 2027**

Programming and reporting to occur on an annual cycle aligned with school semesters.