



**PIMA COUNTY BOARD OF SUPERVISORS  
DISTRICT 1**  
130 WEST CONGRESS STREET, 11<sup>TH</sup> FLOOR  
TUCSON, AZ 85701-1317  
(520)724-2738  
district1@pima.gov  
www.district1.pima.gov

**ALLY MILLER**  
SUPERVISOR

**MEMORANDUM**

To: Robin Brigode

Date: May 14, 2015

Re: **Agenda Item for May 19, 2015**  
Board of Supervisors Meeting

From: Ally Miller, District 1, Supervisor  
Pima County Board of Supervisors *Am*

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Please place the following item on the **May 19, 2015** Board of Supervisors Meeting Agenda Addendum:

**Discussion and request for documentation, regarding the Aztlan Youth Program Contract approved on May 5, 2015 including discussion and contract compliance with the contract dated 5/4/2010-5/3/2015. See Background Material for more information.**

**From:** Chuck Huckelberry

**Sent:** Friday, May 8, 2015 7:47 PM

**To:** Jeannie Davis

**Cc:** Chris Cawein; John Bernal; Ally Miller; Shirley Lamonna; Sherry Potter; Ryan Cunningham; Robert Padilla; Lauren Eib; Florina Lopez; Juanita Garcia-Seiger; Marcia Zamorano; Lisa Matthews; Nanette Slusser

**Subject:** Re: Aztlan Youth Program Inc.

Ps. If Supervisor Miller would like to discuss it more please have her place it on the agenda.

Sent from my iPad

**From:** Chuck Huckelberry

**Sent:** Friday, May 8, 2015 6:56 PM

**To:** Jeannie Davis

**Cc:** Chris Cawein; John Bernal; Ally Miller; Shirley Lamonna; Sherry Potter; Ryan Cunningham; Robert Padilla; Lauren Eib; Florina Lopez; Juanita Garcia-Seiger; Marcia Zamorano; Lisa Matthews; Nanette Slusser

**Subject:** Re: Aztlan Youth Program Inc.

I am sorry you must not have read my communication with the Board on this matter. Insurance is the only issue and they have complied. Thanks

On May 8, 2015, at 5:41 PM, Jeannie Davis <[Jeannie.Davis@pima.gov](mailto:Jeannie.Davis@pima.gov)> wrote:

Mr. Huckelberry,

Supervisor Miller is requesting all financials and required reporting per the contract that was in place through 2015 as well as financials submitted to start the new contract. AYP is not a 501 (c ) (3) organization and cannot receive Federal tax exempt status.

Please provide a letter of determination from the State of Arizona confirming they have exempt status from the State.

It was confirmed with the Corporation Commission, via telephone, that they do not update the site if an organization loses their exempt status via the IRS. In this case, the status has been revoked since 2011 and Pima County has had a contract the entire time without proper documentation that was required. In fact, the Pima County ECAP site says AYP is a charitable organization yet United Way confirmed that they removed AYP in 2012 following their Federal Tax revocation because they are not eligible and that employees should not be able to select AYP to give to as a charitable organization.

As it stands right now, and following conversations with various individuals, AYP is not an exempt corporation and should be reporting income and any in kind donation of property/ operating costs which it is receiving from Pima County taxpayers. Furthermore, it appears they have been charging fees to use the facility and that needs to be disclosed.

Finally, are you aware of what the requirements are, if any, for youth organizations to comply with training and possibly the requirement for sexual molestation insurance for a youth program?

Do you also have proof of the requests and subsequent approvals from the County for events that have been held at the facility (example attached)?

Respectfully,

**Jeannie Davis** *Chief of Staff*

**Pima County Supervisor Ally Miller – District 1**

## Shirley Lamonna

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**From:** Chris Cawein  
**Sent:** Tuesday, April 28, 2015 11:02 AM  
**To:** Shirley Lamonna  
**Cc:** Jeannie Davis; Chuck Huckelberry; George Widugiris  
**Subject:** RE: Aztlan Youth Program Agreement  
**Attachments:** scan0187.pdf

Hello Shirl –

Responses to your specific questions are listed below:

- 1) A copy of the current agreement is attached.
- 2) Although this original agreement was a 5 year agreement, there were no facility usage data required, so apparently no data was received in the past. We requested this information from the Operator several months ago when we were considering whether to renew this contract as a one year renewal and were informed, with limited data, that an estimated 14,300 to 19,500 user visits occurred last year. So extrapolating to the 5 year period, roughly 70,000 to 100,000 can be estimated. It is our understanding that the facility is open to anyone in the community who wishes to use it but there are reportedly no metrics on where the users originate.
- 3) There are no annual reports for this facility to our knowledge. This was not a requirement in the previous Contract but is one that we added for the proposed new contract in order to assess the reach and effectiveness of this operation.
- 4) The total cost for the listed utilities for the facility was approximately \$9813 in FY13/14 and \$7502 in FY14/15 (to date).
- 5) The former contract allowed for the charging of fees as illustrated in Exhibit B of the attached. Our understanding, based on email communications with the Operator in February is that no fees are presently charged.
- 6) We concur that the fee language appears to be somewhat inconsistent in the two portions of the agreement cited although both Sections cited do require submittal to the NRPR Director for review and written approval of any fees, so this element is consistent. Operator stated they would not charge fees to the public for use of the facility but in discussion, it was decided to keep this language in the agreement if they changed their mind. If in fact they are required to pay a high insurance premium due to added insurance requirements imposed by Risk Management, this allows them to request to charge a fee in order to offset their increased insurance requirements. Again, they may charge, however they need our approval prior to doing so and that approval would be based on demonstrated need.
- 7) There are some Community Service organizations who are allowed to operate at facilities managed by the County and NRPR for limited or no rent. Although I am not aware of all of them, those that come to mind at several of our Community Centers are local food banks and clothing banks as well as some seniors assistance and meal programs.
- 8) To my knowledge, there have been no additional viable parties interested in operating this facility.

Please let me know if additional questions arise.

Regards,

Chris Cawein  
Director

**From:** Shirley Lamonna  
**Date:** Monday, April 27, 2015 12:51 PM  
**To:** George Widugiris; Chris Cawein  
**Cc:** Jeannie Davis; Chuck Huckelberry  
**Subject:** Aztlan Youth Program Agreement

Good afternoon,

I have several questions concerning the agreement for Aztlan Youth Program - Consent Calendar 5 on the May 5<sup>th</sup> BOS Agenda.

Please provide a copy of the current contract.

How many people has Aztlan served during their current 5 year Agreement?

Please provide a copy of the most recent annual report with enrollment, participation numbers, demographics of participants, hours, etc. Is the facility open to anyone or just those who live in this underserved area? If anyone, can we get a breakdown of what areas are being served & the number of participants for each one?

What is the cost to the County for their utilities (electricity, water & waste disposal?)

What fees, if any, are currently charged for use of the Facility?

There appears to be a discrepancy regarding fees on the new Agreement:

- **Section 5 Responsibilities of Operator:** 5.5 Operator **may charge registration & other fees for the use of the facilities** as determined by the operator. All fees & fee changes shall be submitted to the NRPR Director or his designee for review & written approval prior to their implementation.
- **Section 11 Fees –**
  - 11.1 Operator **will charge no fees for use of the Facility.**
  - 11.2 Operator may, from time to time & upon 60 days prior written notice to the NRPR director or designee, recommend new fees for admission to & use of the Premises to reflect market conditions. New fees must be approved, in writing, by the NRPR Director or designee.

What other corporations/non-profits/groups do we provide rent free facilities?

Has any other group expressed an interest in operating this facility?

Thanks in advance for your assistance.

Shirley Lamonna  
Research Analyst

Supervisor Ally Miller, District 1  
Pima County Board of Supervisors  
130 W Congress St 11<sup>th</sup> Floor  
Tucson, AZ 85701

Phone: (520) 724-8599  
Fax: (520) 724-8489



Contract Number: 11-05-H-142942-0510  
 Effective Date: 5-3-2010  
 Term Date: 3-3-2015  
 Cost: ✓  
 Revenue: ✓  
 Total: ✓ NTE: \_\_\_\_\_  
 Renewal By: ACTION 2-1-2015  
 Term: 3-3-2015  
 Reviewed by: AK

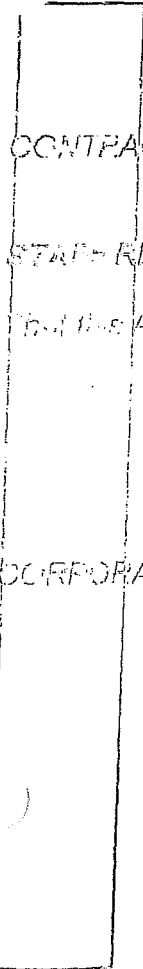
*old existing agmt*

**BOARD OF SUPERVISORS AGENDA ITEM SUMMARY**

Requested Board Meeting Date: May 5, 2010

**ITEM SUMMARY, JUSTIFICATION &/or SPECIAL CONSIDERATIONS:**

*The Azilan Youth Program, Inc. shall operate and administer a portion of the Centro del Sur Community Center and Boxing Gym and shall coordinate 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 for the benefit of the citizens and visitors of Pima County.*



CONTRACT NUMBER (if applicable):

STATE RECOMMENDATION(S):

If this Agreement be approved

CORPORATE HEADQUARTERS:

FOR INFORMATION OF THE BOARD OF SUPERVISORS

*AK*

To: CMH - 4.29.10  
 COB - 4.29.10  
 Agenda 5.4.10  
 Addendum (3)

CLERK OF BOARD USE ONLY: BOS MTG. May 4, 2010.

ITEM NO. \_\_\_\_\_

PIMA COUNTY COST: 0 and/or REVENUE TO PIMA COUNTY: \$ -0-

FUNDING SOURCE(S): N/A

(i.e. General Fund, State Grant Fund, Federal Fund, Stadium D. Fund, etc.)

**Advertised Public Hearing:**

		YES	X	NO
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**Board of Supervisors District:**

1		2		3		4		5		All	XX
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**IMPACT:**

**IF APPROVED:**

The Aztlan Youth Program, Inc. shall operate, administer and coordinate training of youth and adult-based amateur and professional boxing programs for the citizens and visitors of Pima County.

**IF DENIED:**

The training of youth and adult-based amateur and professional boxing programs for the citizens and visitors of Pima County will not exist.

DEPARTMENT NAME: Pima County Natural Resources, Parks and Recreation  
Department

CONTACT PERSON: Evelyn Thorpe TELEPHONE NO.: (520) 877-6230

<b>PIMA COUNTY DEPARTMENT OF: NATURAL RESOURCES, PARKS &amp; RECREATION</b>  <b>PROJECT: Centro del Sur Community Center &amp; Boxing Gym</b>  <b>OPERATOR: Aztlan Youth Program, Inc.</b>  <b>REVENUE CONTRACT</b>	<b>CONTRACT</b> <b>NO. 11-05-A-142942-0510</b> <b>AMENDMENT NO.</b>
	This number must appear on all invoices, correspondence and documents pertaining to this contract.

**CONTRACT TERM: 5 years commencing on Effective Date      CONTRACT AMOUNT: NA**

**AGREEMENT FOR OPERATION AND ADMINISTRATION**

1. **Parties; Effective Date.** This Agreement for Operation and Administration ("**Agreement**") is entered into by and between Pima County, a body politic and corporate of the State of Arizona (hereinafter called "**County**"), and Aztlan Youth Program, Inc., an Arizona non-profit corporation (hereinafter called "**Operator**"). County and Operator are individually referred to as a "**Party**" and collectively as the "**Parties**". The date of this Agreement as referred to herein shall mean the later of the dates of execution of this Agreement by all of the parties hereto.

*not anymore*

2. **Background.**

2.1. County is authorized pursuant to A.R.S. § 11-933, to enter into agreements for the operation of County public parks, as defined in A.R.S. § 11-931.

2.2. Operator is locally owned and organized under the laws of the State of Arizona

2.3. County owns the Centro del Sur Neighborhood Center (the "**Center**"), located at 1681 South 10<sup>th</sup> Avenue, Tucson, AZ 85713 and desires to enter into an agreement for operation and administration of the portion of the Center depicted on Exhibit A attached hereto (the "**Premises**"). The improvements located on the Premises are hereinafter referred to as the "**Facilities**". The Premises does not include the Area on Exhibit A referred to as the Community Prevention and Public Health Department ("**CPPHP**"), and which is currently occupied by CPPHP for the purpose of operating a



health clinic. The parking area designed on Exhibit A shall be shared by users of the Facility and CPPHP.

3. **Purpose and Use.**

3.1. Pursuant to the terms of this Agreement, Operator shall use the Premises 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 for the benefit of the citizens and visitors of Pima County.

3.2. Operator shall use the Premises only for the purposes set forth in this Agreement. In the event Operator desires to use the Premises for any other purpose, Operator shall submit a detailed written request to the Director of the Pima County Department of Natural Resources, Parks & Recreation ("**NRPR**") no less than ten working days prior to the proposed event or activity for review and approval or disapproval, prior to initiating any and all advertisement or programs not noted and/or covered by this Agreement. All such special events and activities shall require the prior written approval of the NRPR Director or his designee prior to their implementation.

3.3. Upon request by County, Operator shall provide NRPR with information for all activities conducted on the Premises, including but not limited to the name/address, phone number, e-mail address, number of students enrolled, and the purpose and functions of the activities.

3.4. 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 purposes stated. The concept of wholesome, affordable, family-type recreation shall be promoted. Advertisements, signs, brochures, and promotional publicity shall not misrepresent in any way the services provided, the status of the Agreement or Operator's authority.

4. Rent. Operator shall no rent.

5. Responsibilities of Operator. Operator shall 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 shall require the prior written approval of the NRPR including any subsequent modifications to the originally agreed upon schedule.

5.4. Supplies. Operator shall provide all necessary supplies at Operator's sole cost, unless programs are subcontracted to another party by the Operator, in which case the subcontractor shall 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 maintenance of the Premises' interior and exterior on a daily maintenance 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 acts of God shall be the sole responsibility of the Operator. Operator shall have no responsibility for maintenance of the CPPHP'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. County is responsible for the initial re-keying of the facility and shall provide the Operator keys or combinations to all locks placed on the Premises. The Operator shall be 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 shall be solely responsible for all maintenance of the exterior portions of the building, including the roof, and 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, and shall

endeavor to initiate said repairs within ten (10) working days of being notified by Operator in writing.

6.2. Inspection. The Premises shall 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 five (5) years commencing on the Effective Date, unless terminated sooner under the terms and conditions of this Agreement. The date this Agreement terminates is referred to as the "*Termination Date*". The Operator may submit for up to five (5) one-year extensions of this agreement. The written request for extension of this agreement shall be submitted to the NRPR Director no sooner than two (2) months prior to the end of the fifth year of the original contract or two (2) months prior to the completion of each one-year extension period.

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 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 shall immediately cease, and Operator shall immediately vacate the Premises.

8.1.2. *Termination without Breach.* Either Party shall have the right to terminate this Agreement at any time during the term of this Agreement for no reason, on 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 shall pay to County all County's reasonable and actual expenses in so performing Operator's obligations.

## 9. **Budget, Accounting, Records, Business Plan.**

9.1. Accounting Records. In connection with the operation of the Premises, Operator shall keep and maintain accounting records in accordance with generally accepted accounting principles, and the same shall 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 shall provide the County Administrator or his designee on an annual basis within forty-five (45) days after Operator's fiscal year ending December 31, with 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 the Operator's applicable fiscal year.

## 10. **Improvements.**

10.1. Right to Construct. County and Operator shall have the right to construct improvements on the Premises; provided, however, that the Premises 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 shall 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 shall be deemed approval.

10.2.3. County shall not unreasonably withhold consent to proposed Alterations; provided, however, it shall be 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 its 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 shall be solely for County's purposes and shall 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 shall have no liability whatsoever in connection therewith and shall not be responsible for any omissions or errors contained in any construction drawings, and Operator's indemnity set forth in the Indemnification Clause of this Agreement shall specifically apply to the construction drawings. County's review shall be 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 shall comply with all applicable federal, state and local codes and ordinances. All construction contracts shall 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 shall 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 shall 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 shall 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 these Premises.

10.6. Property of County. All improvements placed upon the Premises shall become the property of County at the time they are placed thereon, and shall 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 shall charge the fees on Exhibit B 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 shall pay for the cost of electricity, water and waste disposal. Operator shall pay for all other utilities, including telephone and other

electronic communications.

12.1.2. County shall have 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 shall any such termination relieve Operator of any of its obligations under this Agreement.

12.2. Law Enforcement. Operator shall contact law enforcement officers when necessary to protect the Premises and any persons or property thereon, and shall assist in any subsequent investigation, arrest, prosecution, or related action.

### 13. **General Rights, Obligations and Duties.**

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

13.5. 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 Disabilities Act.

**14. Insurance.**

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

14.4. Minimum Scope and Limits of Insurance. Operator shall provide coverage with limits of liability not less that 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.* Policy shall include bodily injury, property damage, broad form contractual liability and completed operations coverage in an amount not less than General Aggregate \$1,000,000.00, and each Occurrence \$1,000,000.00. The policy shall be endorsed to include the following additional insured language: "Pima County shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Operator."

14.4.2. *Automobile Liability.* Bodily injury and property damage for any owned, non-owned and hired vehicles used in the performance of this Agreement in an amount not less than Combined Single Limit ("CSL") \$1,000,000.00. The policy shall be endorsed to include the following Additional Insured language: "Pima County shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Operator, including automobiles owned, leased, hired



or borrowed by the Operator."

14.4.3. *Workers' Compensation and Employers' Liability.* Statutory limits with Employers' Liability in amount not less than \$100,000.00 per injury, illness, or disease. The Policy shall contain a waiver of subrogation against Pima County.

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

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

14.7. The Operator's insurance shall 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. The County in no way warrants that the above required minimum insurer rating is sufficient to protect the 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 15<sup>th</sup> day of each month, Operator shall 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 shall contact County within one (1) business day of such incident. County shall have the right to investigate any incident involving injury to persons or property occurring at the Premises and Operator shall provide County with all information available to Operator about such incident.

14.11. Insurance Certificates. Operator shall provide County with current certificates of insurance which shall 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 the 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 shall 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 shall have 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 shall not purchase any materials, equipment or supplies on the credit of County. Operator shall 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 shall be in writing and shall 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: Rafael Payan, Director  
Pima County Natural Resources, Parks, & Recreation  
3500 W. River Rd.  
Tucson, AZ 85741-3600

If to Operator: Annette Agredano, Director  
Action Youth Program, Inc.  
3635 E. 27<sup>th</sup> 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 shall be deemed received upon the expiration of seventy-two hours after deposit in the U.S. mail as aforesaid. Notice served personally or by electronic mail or facsimile shall be 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 shall be deemed to be receipt of the notice, demand or request sent.

17. **Indemnification of County.** Operator shall 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 activities under this Agreement, except to the degree caused by the willful or negligent act or omission of County. Operator shall 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" shall 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 shall be that of an independent Contractor. Operator's employees and agents shall not be considered employees of County, shall not be 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 shall 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 shall 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 shall submit the plan for County review at least annually.

20. **Remedies.** All Parties may pursue any remedies provided by law or in equity for the 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 shall not constitute a forcible entry or detainer, nor shall 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 shall make no claim of any kind against County, its agents, employees or other representatives by reason of such acts.

## 21. **Miscellaneous.**

21.1. Assignment. This Agreement may not be assigned by Operator without the consent of County, which shall be at County's sole discretion. Operator may subcontract the operation of martial arts and other site-appropriate activities, however, Operator shall 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 shall be entitled to 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 shall 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 shall be 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 shall

be 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 shall 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 shall have 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, shall be deemed to be 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 shall be 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 shall be deemed excusable delay for which Operator shall be entitled to an extension of time, but not costs.

21.8. No Agency Created. Nothing contained in this Agreement shall create 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 shall have any right or cause of action hereunder.

21.9.1. No Personal Liability. No member, official or employee of Pima County shall 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, shall not be construed as 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. Scrutinized Business Operations. Pursuant to A.R.S. §§ 35-391.06 and 35-393.06, Operator hereby certifies that it does not have scrutinized business operations in Iran or Sudan. The submission of a false certification by Operator may result in action up to and including termination of this Agreement.

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

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

Exhibit A Depiction of the Premises

Exhibit B Fee Schedule

21.14. 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, and no Party hereto shall 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.

21.15. 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.

THE REMAINDER OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK.

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

*Annette Agredano*

Annette Agredano, Director

4-21-10

Date

*Ruben E. Bravo*

Ruben E. Bravo

4/21/10

Date

*Joseph Agredano*

Joseph Agredano

4-21-10

Date

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

*Ramon Velazquez*

MAY 04 2010

Chairman, Board of Supervisors

Date

ATTEST:

*Lori Godoshian*

Lori Godoshian, Clerk of Board

MAY 04 2010

Date

APPROVED AS TO CONTENT:

*Rajee Payal*

Rajee Payal, Director, Natural Resources, Parks & Recreation

APPROVED AS TO FORM:

*Neil J. Konigsberg*  
Neil J. Konigsberg, Deputy County Attorney, Civil Division

Exhibit A  
Depiction of the Premises

ORIGINAL COPY OF THE PLAT IS KEPT IN THE OFFICE OF THE CLERK OF THE SUPERIOR COURT IN HINDS COUNTY.



CENTRO DEL SUR  
COMMUNITY CENTER  
AND BOXING GYM

0 5 10 20  
Feet





Exhibit B

Fees for Centro del Sur Boxing Gym:

18 years and under:	Per month	\$5.00
	Per year	\$55.00
19 years-Plus:	Per month	\$10.00
<u>Personal Training Fees: One-on-one instruction and Weight Room Uses:</u>		
18 years and under:	Per month	\$30.00
19 years-Plus:	Per month	\$35.00





**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:**

Final 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: \_\_\_\_\_

B: 4-22-15  
305: 5-5-15

Procure Dept 04/15/15 PM02:17

Vendor  
Ver. 1  
16 pgs (25)

Contact: Robert Padilla

Department: Natural Resources, Parks and Recreation

Telephone: 520-724-5235

Department Director Signature/Date:

*Christina Padilla* 4/14/15

Deputy County Administrator Signature/Date:

*Mr. M. Paul* 4/14/15

County Administrator Signature/Date:

(Required for Board Agenda/Addendum Items)

*C. Padilla* 4/15/15

<b>PIMA COUNTY DEPARTMENT OF: NATURAL RESOURCES, PARKS &amp; RECREATION</b>  <b>PROJECT: Centro del Sur Community Center &amp; Boxing Gym</b>  <b>OPERATOR: Aztlan Youth Program, Inc.</b>  <b>REVENUE CONTRACT</b>	<b>CONTRACT</b>
	<b>NO. CT-PR-15</b> <del>000000000000000000</del> <b>448</b> <b>AMENDMENT NO.</b> _____ This number must appear on all invoices, correspondence and documents pertaining to this contract.

**CONTRACT TERM: 1 year commencing on Effective Date      CONTRACT AMOUNT: N/A**

**AGREEMENT FOR OPERATION AND ADMINISTRATION**

1. **Parties; Effective Date.** This Agreement for Operation and Administration ("Agreement") is entered into by and between Pima County, a body politic and corporate of the State of Arizona ("County"), and Aztlan Youth Program, Inc., an Arizona non-profit corporation ("Operator"). County and Operator are individually referred to as a "Party" and collectively as the "Parties". The effective date of this Agreement is the later of the dates of execution of this Agreement by both Parties.

2. **Background.**

2.1. County is authorized pursuant to A.R.S. § 11-933, to enter into agreements for the operation of County public parks, as defined in A.R.S. § 11-931.

2.2. Operator is locally owned and organized under the laws of the State of Arizona.

2.3. County owns the Centro del Sur Neighborhood Center ("Center"), located at 1631 South 10<sup>th</sup> Avenue, Tucson, AZ 85713 and desires to enter into an agreement for operation and administration of the portion of the Center depicted on Exhibit A attached hereto (the "Premises"). The improvements located on the Premises are hereinafter referred to as the "Facilities". The Premises does not include the Area within Exhibit A referred to as the Community Prevention and Public Health Department ("CPPHD"), and which is currently occupied by CPPHD for the purpose of operating a health clinic. The users of the facilities will share the parking area designated on Exhibit A.

### 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 15<sup>th</sup> 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  
                             Aztlan Youth Program, Inc.  
                             3615 E. 27<sup>th</sup> 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:

  
\_\_\_\_\_

Date 4-10-15

Annette Agredano, Director

\_\_\_\_\_  
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:

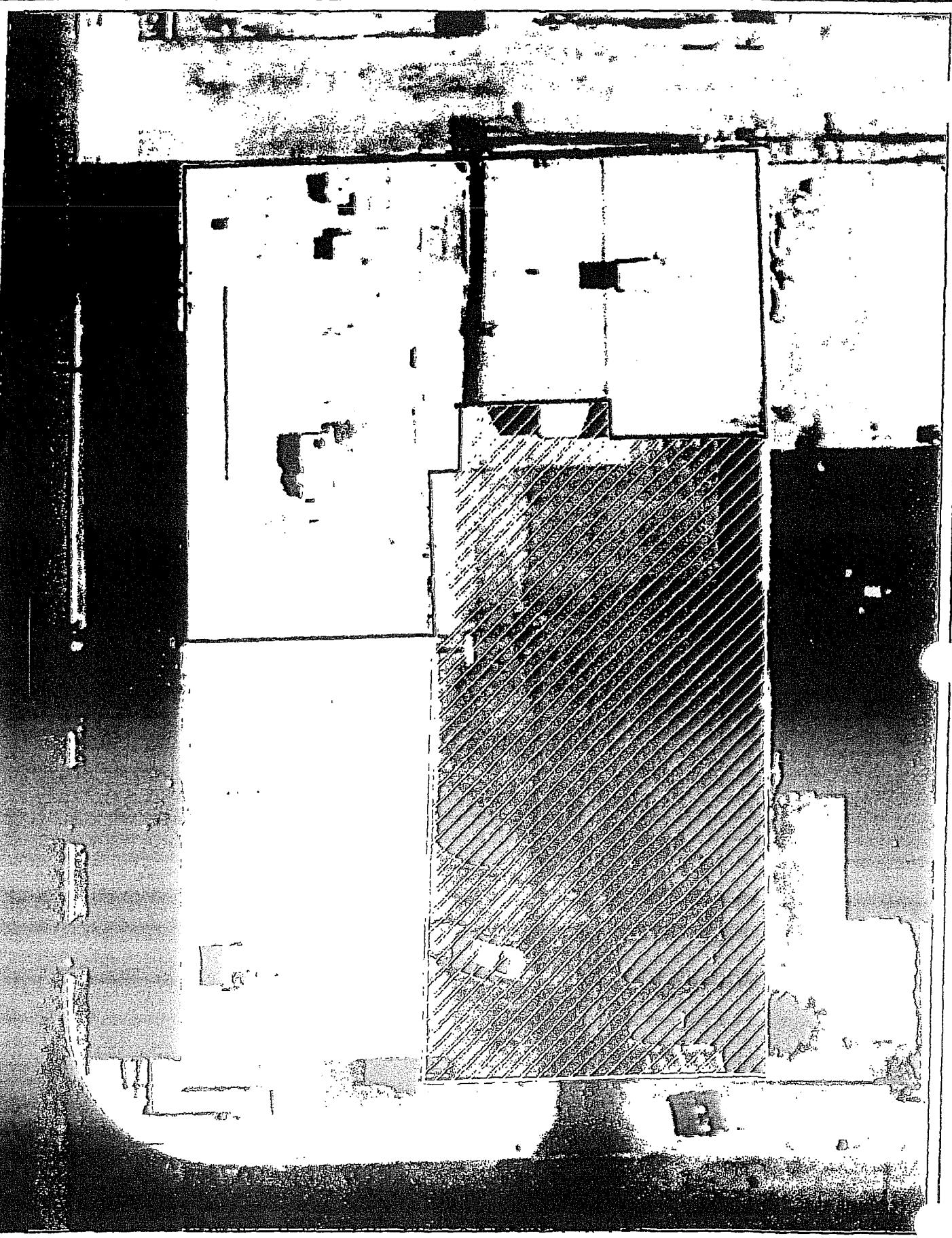
  
\_\_\_\_\_

Chris Cawein, Director, Natural Resources, Parks & Recreation

APPROVED AS TO FORM:

  
\_\_\_\_\_

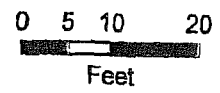
Tobin Rosen, Deputy County Attorney, Civil Division



**EXHIBIT A  
CENTRO DEL SUR  
LEASED SPACE**

 Leased Space  
 Shared Parking

1 inch = 20 feet



# Centro Del Sur Community Center and Boxing Gym

1631 South 10th Avenue

Tucson, AZ 85713

(520) 870-5595

[Get driving directions](#)

## Destination Type

- Community Center

## Features/Amenities

- Gym

## Community Centers

- Community Services
- Fitness
- Social Services



The management of Centro del Sur Recreation center has been transferred to Aztlan Youth Program, Inc. To inquire about current programs and hours of operation, please contact the facility.

Please contact Kelly Cheeseman at (520) 724-5208 for emergencies ONLY.



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# MEMORANDUM

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Date: May 8, 2015

To: The Honorable Chair and Members  
Pima County Board of Supervisors

From: C.H. Huckelberry  
County Administrator

A handwritten signature in black ink, appearing to read "CHH", is written over the printed name "C.H. Huckelberry".

Re: **Aztlan Youth Program, Inc.**

As you know, on May 5, 2015, the Board of Supervisors approved extension of the service agreement with Aztlan Youth Program, Inc. Questions arose regarding the nonprofit status of this organization. Apparently, federal nonprofit status has been revoked; but the Arizona Corporation Commission currently has the organization listed as an Arizona nonprofit, which is how the agreement for operation and administration works for their use of County facilities at the Centro del Sur Neighborhood Center. (See Attachment 1: May 6, 2015 memorandum from Natural Resources, Parks and Recreation Director Chris Cawein.)

The primary issue related to insurance coverage during AYP'S use of the recreation center for their program. Such use could not occur until evidence of the insurance coverage required pursuant to Section 14.4 of the Agreement was provided. Evidence of such coverage, in the form of a Certificate of Liability Insurance, is Attachment 2 to this memorandum.

All of the other issues raised are not relevant to this program operating agreement. AYP's nonprofit status would be relevant if we were leasing or selling the facility to AYP. However, the agreement acted upon by the Board is for the purpose of providing youth and adult amateur and professional boxing programs at the Centro del Sur Neighborhood Center.

CHH/mjk

#### Attachments

c: John Bernal, Deputy County Administrator for Public Works  
Chris Cawein, Director, Natural Resources, Parks and Recreation  
Lauren Eib, Risk Manager, Risk Management

# ATTACHMENT 1



## MEMORANDUM

To: CH Huckelberry, County Administrator  
John M. Bernal, Deputy County Administrator

Date: May 6, 2015

From: Chris Cawein, Director

Subject: Question on Aztlan Youth Program Corporate Status

A specific question was raised at the Board of Supervisors meeting yesterday in regards to the tax exempt program status for the Aztlan Youth Program. The question pertained to the Federal Non-Profit 501(c)3 tax status and their filing of Form 990. Aztlan has operated the Boxing Gym at the Centro del Sur Community Center for many years and an additional one year operating agreement was placed on the May 5, 2015 Consent Agenda for Board action.

Aztlan Youth Program was confirmed by staff to be a licensed Arizona Non-Profit Corporation in good standing with the Arizona Corporation Commission (ACC) back in October of 2014 when we began discussions with them pertaining to renewal of the Operating Agreement. This fact was again confirmed before the final contract was passed on for consideration by the Board of Supervisors. Annual Reports have been filed with the ACC for the past 20 years as illustrated in the attached printout from the ACC website. No "Certificate of Good Standing" has been attached because it costs \$45 to generate, though a screenshot of that "Good Standing" page from the ACC website is also attached.

Although the company is not presently a designated Federal Non-Profit 501(c)3 organization, and therefore do not have a current Federal Form 990 on file with the IRS, that designation is not required by the Pima County Operating Agreement. Aztlan is required to be an Arizona Non-Profit Corporation in good standing and they have successfully met that requirement.

Please let me know if there are additional questions.

Attachments

Arizona Corporation Commission  
State of Arizona Public Access System

05/06/2015

12:54 PM

<b>Corporate Status Inquiry</b>
<b>File Number: -0721604-1</b>
<b>Corp. Name: AZTLAN YOUTH PROGRAM, INC.</b>

<b>This Corporation is in Good Standing</b>
<b>This information is provided as a courtesy and does not constitute legally binding information regarding the status of the entity listed above. To obtain an official Certificate indicating that the entity is in good standing click on Print Certificate and follow printing instructions. To reprint a previously generated Certificate of Good Standing click Reprint Certificate.</b>

[Print Certificate](#)

[Reprint Certificate](#)

[Return to Corporate Inquiry](#)



Arizona Corporation Commission  
State of Arizona Public Access System

05/05/2015

12:30 PM

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Administrative Dissolutions and Reinstatements

Microfilm

IN GOOD  
STANDING  
(VERIFIED)

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[FORMS For Annual Reports To Be Printed And Mailed](#)

NEW

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NEW

<b>Corporate Inquiry</b>	
File Number: -0721604-1	<a href="#">Check Corporate Status</a>
Corp. Name: AZTLAN YOUTH PROGRAM, INC.	

<b>Domestic Address</b>	
3615 E 27TH ST	
TUCSON, AZ 85713	

<b>Statutory Agent Information</b>	
Agent Name: ANNETTE AGREDANO	
Agent Mailing Address:	
3615 E 27TH ST	
TUCSON, AZ 85713	
Agent Physical Address:	
1631 S 10TH AVE	
TUCSON, AZ 85713	
Agent Status: APPOINTED 11/06/2008	

<b>Additional Corporate Information</b>	
Corporation Type: NON-PROFIT	Business Type: CHARITABLE
Incorporation Date: 07/01/1994	Corporate Life Period: PERPETUAL
Domicile: ARIZONA	County: PIMA
Approval Date: 07/07/1994	Original Publish Date: 08/08/1994

<b>Officer Information</b>	

JOSEPH AGREDANO PRESIDENT/CEO 3615 E 27TH ST TUCSON, AZ 85713 Date of Taking Office: 08/17/1994 Last Updated: 05/09/2014	MONIQUE HERNANDEZ SECRETARY 4824 E CHICKWEED DR TUCSON, AZ 85756 Date of Taking Office: 03/01/1998 Last Updated: 05/09/2014
---	--

**Director Information**

ANNETTE AGREDANO DIRECTOR 3615 E 27TH ST TUCSON, AZ 85713 Date of Taking Office: 07/02/2008 Last Updated: 05/09/2014	
---	--

**Annual Reports**

Next Annual Report Due: 05/01/2015	<a href="#">E-FILE An Annual Report Online &lt;&lt; Click Here</a>
<b>FORMS For Annual Reports To Be Printed And Mailed</b>	<b>NEW</b>
	<b>NEW</b>
	<a href="#">Subscribe to Annual Report Email Reminder</a>

File Year	File Month	Date Received	Reason Returned	Date Returned	Extension
2014	05	05/06/2014			
2013	05	05/09/2013			
2012	05	08/24/2012			
2011	05	04/19/2011			
2010	05	04/29/2010			
2009	05	05/01/2009			
2008	05	11/06/2008			
2007	04	06/06/2007			
2006	04	04/25/2006			
2005	04	04/25/2006			
2004	04	09/03/2004			
2003	04	03/06/2003			
2002	04	09/30/2002			
2001	04	04/03/2001			
2000	04	10/03/2000			
1999	04	06/17/1999			
1998	04	04/17/1998			
1996	12	04/10/1997			
1995	12	10/01/1996			
1994	12	04/12/1995			

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**Scanned Documents**

(Click on gray button - if present - to view document - will open in a new window.)  
 (If gray button is not present, please check back later.)

Document Number	Description	Date Received
-00041440	95 ANNUAL REPORT	10/01/1996
-00095281	96 ANNUAL REPORT	04/10/1997
-00172808	98 ANNUAL REPORT	04/17/1998
-00314259	99 ANNUAL REPORT	06/17/1999
00189819	00 ANNUAL REPORT	10/03/2000
00280546	01 ANNUAL REPORT	04/03/2001
00541141	02 ANNUAL REPORT	09/30/2002
00640501	03 ANNUAL REPORT	03/06/2003
01003382	04 ANNUAL REPORT	09/03/2004
01357983	06 ANNUAL REPORT	04/25/2006
01357982	05 ANNUAL REPORT	04/25/2006
02003226	07 ANNUAL REPORT	06/06/2007
02554143	08 ANNUAL REPORT	11/06/2008
02774494	09 ANNUAL REPORT	05/01/2009
03119669	10 ANNUAL REPORT	04/29/2010
03467740	11 ANNUAL REPORT	04/19/2011
04009617	12 ANNUAL REPORT	08/24/2012
04286928	13 ANNUAL REPORT	05/09/2013
04673255	14 ANNUAL REPORT	05/06/2014

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**Documents Waiting To Be Examined**

Date Received	Description	Expedited
04/01/2015	15 ANNUAL REPORT	No

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**Notices of Pending Administrative Dissolution**

(Click on gray button - if present - to view notice - will open in a new window)

Date	Reason
09/08/2012	DELINQUENT ANNUAL REPORT
08/04/2008	DELINQUENT ANNUAL REPORT

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**Administrative Dissolutions and Reinstatements**  
 (Click on gray button - if present - to view notice - will open in a new window)

Administrative Dissolution Date	Administrative Dissolution Reason	Reinstatement Date
10/08/2008	AD-DISSOLVED - FILE A/R	11/06/2008
03/07/2006	AD-DISSOLVED - FILE A/R	04/25/2006

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**Microfilm**

Location	Date Received	Description
10868011007	07/01/1994	ARTICLES
20160028030	08/08/1994	PUB OF ARTICLES
10939019049	04/12/1995	94 ANNUAL REPORT
11064025009	10/01/1996	95 ANNUAL REPORT
11132024002	04/10/1997	96 ANNUAL REPORT
31760003329	04/17/1998	98 ANNUAL REPORT
31537002469	06/17/1999	99 ANNUAL REPORT
31593000623	10/03/2000	00 ANNUAL REPORT
31613000065	04/03/2001	01 ANNUAL REPORT
31674001777	08/26/2002	NOTICE OF PENDING ADMINISTRATIVE DISSOLUTION
31690000714	09/30/2002	02 ANNUAL REPORT
31713000115	03/06/2003	03 ANNUAL REPORT
31825000091	09/03/2004	04 ANNUAL REPORT
31908002147	08/26/2005	NOTICE OF PENDING ADMINISTRATIVE DISSOLUTION
31907003346	03/07/2006	CERTIFICATE OF DISSOLUTION
20335020009	04/25/2006	CERTIFICATE OF REINSTATEMENT
31961001376	04/25/2006	05 ANNUAL REPORT
31961001377	04/25/2006	06 ANNUAL REPORT
32064003141	06/06/2007	07 ANNUAL REPORT
32142000779	08/04/2008	NOTICE OF PENDING ADMINISTRATIVE DISSOLUTION
32139001679	10/08/2008	CERTIFICATE OF DISSOLUTION
11819007007	11/06/2008	CERTIFICATE OF REINSTATEMENT
32170000769	11/06/2008	08 ANNUAL REPORT

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- [A.C.C. Corporations Division Main Page](#)

# ATTACHMENT 2

**ACORD CERTIFICATE OF LIABILITY INSURANCE** DATE (MM/DD/YYYY)  
05/08/2015

<b>PRODUCER</b> Crest Insurance Group 5285 E Williams Cir. Ste 4500  Tucson AZ 85711	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.												
<b>INSURED</b> Actlan Youth Program Inc 1631 S 10th Ave  Tucson AZ 85713	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 70%;"><b>INSURERS AFFORDING COVERAGE</b></td> <td style="width: 30%;"><b>NAIC #</b></td> </tr> <tr> <td>INSURER A: Philadelphia Indemnity</td> <td></td> </tr> <tr> <td>INSURER B: QBE Insurance Company</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> </table>	<b>INSURERS AFFORDING COVERAGE</b>	<b>NAIC #</b>	INSURER A: Philadelphia Indemnity		INSURER B: QBE Insurance Company		INSURER C:		INSURER D:		INSURER E:	
<b>INSURERS AFFORDING COVERAGE</b>	<b>NAIC #</b>												
INSURER A: Philadelphia Indemnity													
INSURER B: QBE Insurance Company													
INSURER C:													
INSURER D:													
INSURER E:													

**COVERAGES**  
 THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR	ADD'L LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A	X	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	PRPK5278189	05/08/2015	05/08/2016	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 50,000 MED EXP (Any one person) \$ Exclude PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Per accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ ARG \$
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE  <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				<input type="checkbox"/> NO STATUTORY LIMITS <input type="checkbox"/> OTHER EL EACH ACCIDENT \$ EL DISEASE - EA EMPLOYEE \$ EL DISEASE - POLICY LIMIT \$
A		OTHER Sexual Abuse	PRPK5278189	05/08/2015	05/08/2016	Limit \$1,000,000
B		Student Accident	ARK008899	05/08/2015	05/08/2016	Limit/Per claim 25,000

**DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS**  
 Certificate Holder 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 as per contract. Additional insured and Waiver of Subrogation as respect (general Liability) are included as per written contract. Exclusions and conditions as per policy apply.

<b>CERTIFICATE HOLDER</b>  Pima County  130 W Congress St., 3rd Floor  Tucson AZ 85701	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE: <i>Cody Ritchie</i>
--	--

## **IMPORTANT**

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

## **DISCLAIMER**

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing Insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.