



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

☐ Award ☒ Contract ☐ Grant

Requested Board Meeting Date: April 7, 2020

\* = Mandatory, information must be provided

or Procurement Director Award ☐

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

Tucson Audubon Society

**\*Project Title/Description:**

Operation of Nature Shop at Agua Caliente Park

**\*Purpose:**

This agreement authorizes Tucson Audubon Society to operate a gift shop within Agua Caliente Park.

**\*Procurement Method:**

Procurement Exempt A.R.S. 11-933

**\*Program Goals/Predicted Outcomes:**

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

**\*Public Benefit:**

The Tucson Audubon Nature Shop at Agua Caliente park is a direct service to the many visitors who have come to the park for watchable wildlife experiences. Agua Caliente Park is one of the top birdwatching spots in the Tucson area and is recognized as a premier watchable wildlife site nationwide. Local and out-of-town visitors can purchase resources to enhance their experience and obtain information, tips and viewing strategies from the friendly Audubon staff in the shop. The relationship at Agua Caliente Park with Tucson Audubon provides the county a platform for other cooperative projects related to conservation projects, land restoration, public watchable wildlife and educational programs as well as tapping into their expertise in conservation planning at a county wide level.

**\*Metrics Available to Measure Performance:**

TAS will provide annual report delineating gift shop sales, number of participants served, TAS volunteer hours worked, etc.

**\*Retroactive:**

No

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**Contract / Award Information**

Document Type: CTN Department Code: PR Contract Number (i.e.,15-123): 20\*0112  
Effective Date: 05/01/2020 Termination Date: 04/30/2021 Prior Contract Number (Synergen/CMS): \_\_\_\_\_  
☐ Expense Amount: \$\* \_\_\_\_\_ ☒ Revenue Amount: \$ 1,200.00

\*Funding Source(s) required: General Fund

Funding from General Fund? ☐ Yes ☒ No If Yes \$ \_\_\_\_\_ % \_\_\_\_\_

Contract is fully or partially funded with Federal Funds? ☐ Yes ☒ No

If Yes, is the Contract to a vendor or subrecipient? \_\_\_\_\_

Were insurance or indemnity clauses modified? ☐ Yes ☒ No

If Yes, attach Risk's approval.

Vendor is using a Social Security Number? ☐ Yes ☒ No

If Yes, attach the required form per Administrative Procedure 22-10.

**Amendment / Revised Award Information**

Document Type: \_\_\_\_\_ Department Code: \_\_\_\_\_ Contract Number (i.e.,15-123): \_\_\_\_\_  
Amendment No.: \_\_\_\_\_ AMS Version No.: \_\_\_\_\_  
Effective Date: \_\_\_\_\_ New Termination Date: \_\_\_\_\_

Prior Contract No. (Synergen/CMS): \_\_\_\_\_

☐ Expense or ☐ Revenue ☐ Increase ☐ Decrease Amount This Amendment: \$ \_\_\_\_\_

Is there revenue included? ☐ Yes ☐ No If Yes \$ \_\_\_\_\_

\*Funding Source(s) required:

Funding from General Fund? ☐ Yes ☐ No If Yes \$ \_\_\_\_\_ % \_\_\_\_\_

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

Document Type: \_\_\_\_\_ Department Code: \_\_\_\_\_ Grant Number (i.e.,15-123): \_\_\_\_\_  
Effective Date: \_\_\_\_\_ Termination Date: \_\_\_\_\_ Amendment Number: \_\_\_\_\_

☐ Match Amount: \$ \_\_\_\_\_ ☐ Revenue Amount: \$ \_\_\_\_\_

\*All Funding Source(s) required:

\*Match funding from General Fund? ☐ Yes ☐ No If Yes \$ \_\_\_\_\_ % \_\_\_\_\_

\*Match funding from other sources? ☐ Yes ☐ No If Yes \$ \_\_\_\_\_ % \_\_\_\_\_

\*Funding Source: \_\_\_\_\_

\*If Federal funds are received, is funding coming directly from the  
Federal government or passed through other organization(s)? \_\_\_\_\_

Contact: Robert Padilla

Department: Natural Resources, Parks and Recreation Telephone: 724-5235

Department Director Signature/Date: [Signature] 03/04/20

Deputy County Administrator Signature/Date: [Signature] 3/10/2020

County Administrator Signature/Date: [Signature] 3/10/2020  
(Required for Board Agenda/Addendum Items)

**Pima County Department of Natural Resources, Parks and Recreation**

**Project: Operation of Nature Shop at Agua Caliente Park**

**Contractor: Tucson Audubon Society**

**Amount: \$1,200 Revenue Contract**

**Contract No.: CTN-PR-20\*112**

**Funding: General Fund**

**AGREEMENT**

This Agreement is entered effective as of May 1, 2020 (the "Effective Date"), by and between Pima County, a body corporate and politic of the state of Arizona (hereinafter "County"), and the Tucson Audubon Society, an Arizona non-profit corporation (hereinafter "Audubon").

**1. Recitals.**

- 1.1. County owns Roy P. Drachman-Agua Caliente Park located at 12325 E Roger Road, in Tucson, Arizona (the "Park").
- 1.2. Audubon is a non-profit corporation organized to promote and encourage conservation and habitat protection. Audubon is exempt from the payment of federal income tax under Section 501(c)(3) of the Internal Revenue Code.
- 1.3. Audubon has established pursuant to an earlier agreement, and desires to continue the operation of a "nature shop" consisting of a specialty store with books and nature-related items within the Visitors Center at the Park for the enjoyment of the citizens of and visitors to Pima County.
- 1.4. County has the authority, under A.R.S. § 11-933, to enter into agreements with private legal entities for the operation or administration of a public park.

**2. Premises**

- 2.1. County hereby authorizes Audubon to occupy and use, under the terms and conditions and for the purposes set forth herein, 350 square feet of space within the Visitors Center at the Park as shown on the attached Exhibit A, (the "Premises"), together with the non-exclusive right to use the outside patio area for educational programing in coordination with Pima County Environmental Education and for merchandise sales, as well as the non-exclusive right to use certain designated parking areas associated with the Premises.

**3. Term**

- 3.1. Original Term. This Contract is effective for a one-year period commencing on May 1, 2020 (the "Initial Term"). "Term," when used in this Contract, means the Initial Term plus any exercised Extension Options.

- 3.2. **Extension Options.** County may renew this Contract for up to four (4) additional periods of up to 1 year each (each an "Extension Option"). An Extension Option will be effective only upon execution by the Parties of a formal written amendment. County will consider Audubon's performance under this Agreement, including but not limited to Audubon's compliance with the Accounting and Reporting provisions in section 16 and Audubon's ongoing cooperation with County's Environmental Education Staff in determining whether to grant Audubon an extension of this Agreement. Any extension of the Initial Term of this Agreement is at the sole discretion of County.
4. **Rent.** Audubon will pay rent of \$100 per month during the term of this Agreement.
5. **Non-Profit Tax-Exempt Status.** Audubon will at all times during the term of this Agreement be a non-profit organization exempt from taxation under Section 501(c)(3) of the United States Internal Revenue Code (26 USC § 501(c)(3)). On an annual basis, Audubon shall provide County a copy of Audubon's letter of exemption from the U.S. Internal Revenue Service granting Audubon such tax-exempt status and any analogous ruling from the Arizona Department of Revenue. Audubon shall notify County in writing and provide County with a copy of any ruling or inquiry from any governmental authority affecting or potentially affecting such status.
6. **Audubon's Use of the Premises.** Audubon shall use the Premises for the sole purpose of operating a "nature shop" consisting of a specialty store with books and nature-related items.
- 6.1 **Expense of Audubon.** Audubon will conduct all of its operations at the Premises at its own expense and without contribution from County. Audubon will not suggest, state or imply that County will participate, guarantee or otherwise assist in any financial obligation undertaken by Audubon with respect to its operations on the Premises.
- 6.2 **Compliance with Laws.** Audubon will comply with all applicable federal, state, and local laws, statutes, ordinances, rules, regulations, standards, policies, and executive orders with respect to its operations on the Premises, including Pima County noise ordinances.
- 6.3 **Alcohol Prohibited.** Possession, consumption, or sale of alcoholic beverages is not permitted on the Premises. *No exceptions shall be permitted.*
- 6.4 **Product Review.** County has the right to review and approve of all products sold on the Premises. Audubon will offer for sale only those items consistent with the mission and purpose of Audubon as a non-profit corporation dedicated to resource conservation and protection.
- 6.5 **Hours of Operation.** To the extent feasible, Audubon shall have the "nature shop" open for operation during the same days and hours that Pima County Environmental Education has the Visitor center open.
7. **Improvements to Premises.** All improvements made to the Premises by Audubon must receive the prior written approval of County. Improvements shall be constructed in a good and workmanlike manner using new materials, in compliance with the approved plans and specifications and with all applicable laws, rules, and regulations, including all applicable building, electrical and other codes.

8. **Condition of Premises/Maintenance & Repair.** Audubon accepts the Premises in an "as is" condition. Audubon will maintain the interior portions of Premises at all times hereunder in a good, clean, safe and sanitary condition, at its sole cost and expense, including making any necessary repairs or replacements to appliances or furnishings. Any repairs or improvements to interior of Premises, including walls, floor, doors, windows, or shades, will be approved by Pima County in advance. Audubon will leave the Premises, upon the expiration or earlier termination of this Agreement, in a condition at least as good as upon the Effective Date, reasonable wear and tear excepted. County will maintain and repair the exterior portions of the Premises, including the roof, exterior walls, and sewer, water and electrical lines outside the building.
9. **Utilities.** Audubon will pay for telephone and cable services. County will pay for electricity used on the Premises, up to a reasonable amount. Audubon must take reasonable steps to conserve electricity used.
10. **Signs.** Audubon may affix and maintain upon the Premises such signs relating to the services provided on the Premises as Audubon deems appropriate; provided, however, if such signs are visible outside of the Premises, such signs must first receive the written approval of the Director of the Pima County Natural Resources, Parks and Recreation Department or his designee, as to type, size, color, location, copy nature and display qualities; provided further, however, that all signs utilized by Audubon on or about the Premises, whether visible outside the Premises or not, must at all times comply with the Pima County Sign Code and will be installed and maintained at Audubon's sole cost. Audubon will immediately remove any and all signs placed by Audubon on the Premises upon termination of this Lease for any reason, and Audubon will repair any damage resulting from such removal immediately at its sole cost. Audubon will pay all costs for construction, erection, installation, maintenance, and repair of any sign either currently in existence or to be erected or installed or otherwise placed on the Premises. Audubon will, through coordination with the Pima County Natural Resources Parks and Recreation Department, identify the Premises as belonging to Pima County in signs placed at the entrances to the Premises and will acknowledge the contribution of Pima County in providing the Premises to Audubon in Audubon's annual report, on Audubon's website and in Audubon's publications.
11. **Environmental.** Audubon will not cause or permit any hazardous or toxic substance or material to be brought upon, kept, or used in or about the Premises by Audubon, its agents, employees, contractors or invitees. Audubon will fully comply with all environmental rules and regulations with respect to its operations on the Premises and will remediate and clean up any contamination of the Premises caused by Audubon occurring during the term of this Agreement at Audubon's sole cost and expense.
12. **Accounting and Reporting Provisions.** At least ninety (90) days prior to the expiration of any term of this Agreement, Audubon will provide to County a copy of Audubon's form 990 non-profit federal income tax return for the previous year together with a report of the total annual income of Audubon's gift shop on the Premises, to include number of customers served, number of volunteers working at the gift shop and total volunteer hours expended at the Premises on behalf of Audubon. As part of the required report, Audubon will provide County a financial review of its operations at the Premises with an opinion from a Certified Public Accountant.

13. **Entry by County.** County may enter the Premises to inspect the Premises and Audubon's operations thereon.
14. **Security.** Audubon is responsible for securing the Premises and preventing any unlawful or unauthorized use thereof. When the Premises are not open to the Public, they will be secured in order to prevent unsupervised use or entry into the Premises. Audubon will contact law enforcement authorities when it appears necessary to protect the Premises and any persons or property thereon, and will assist in any resulting prosecution.
15. **Audubon not an Agent of County.** Audubon is not an agent of County for any purpose under this Agreement or otherwise. Audubon will control its activities on the Premises, and County will not control those activities. Audubon's employees and servants are not under the control of County.
16. **Insurance.** Contractor will procure and maintain at its own expense insurance policies (the "Required Insurance") satisfying the below requirements (the "Insurance Requirements") until all of its obligations under this Contract have been met. The below Insurance Requirements are minimum requirements for this Contract and in no way limit Contractor's indemnity obligations under this Contract. The County in no way warrants that the required insurance is sufficient to protect the Contractor for liabilities that may arise from or relate to this Contract. If necessary, Contractor may obtain commercial umbrella or excess insurance to satisfy the Insurance Requirements.

16.1 Insurance Coverages and Limits:

16.1.1 Minimum Scope and Limits of Insurance: Contractor shall procure and maintain, until all of their obligations have been discharged, coverage with limits of liability not less than those stated below.

16.1.1.1. Commercial General Liability (CGL) – Occurrence Form with limits not less than \$2,000,000 Each Occurrence and \$2,000,000 General Aggregate. Policy shall include cover for liability arising from premises, operations, independent contractors, personal injury, bodily injury, broad form contractual liability and products-completed operations. Any standard coverages excluded from the CGL policy, such as products/completed operations, etc. shall be covered by endorsement or separate policy and documented on the Certificates of Insurance.

16.1.1.2. Business Automobile Liability – Coverage for bodily injury and property damage on any owned, leased, hired, and/or non-owned autos assigned to or used in the performance of this Contract with minimum limits not less than \$1,000,000 Each Accident.

16.1.1.3. Workers' Compensation and Employers' Liability – Statutory coverage for Workers' Compensation. Workers' Compensation statutory coverage is compulsory for employers of one or more employees. Employers Liability coverage with limits of \$1,000,000 each accident and \$1,000,000 each employee – disease.

16.1.1.4. Professional Liability (E & O) Insurance – This insurance is required for work from professionals whose coverage is excluded from the above CGL policy.

The policy limits shall be not less than \$2,000,000 Each Claim and \$2,000,000 Annual Aggregate. The insurance shall cover professional misconduct or negligent acts of anyone performing any services under this contract.

16.1.1.5. In the event that the Professional Liability insurance required by this Contract is written on a claims-made basis, Contractor shall warrant that continuous coverage will be maintained as outlined under "Additional Insurance Requirements – Claims-Made Coverage" located in the next section.

## 16.2 Additional Insurance Requirements:

The policies shall include, or be endorsed to include, as required by this written agreement, the following provisions:

- 16.2.1 Claims Made Coverage: If any part of the Required Insurance is written on a claims-made basis, any policy retroactive date must precede the effective date of this Contract, and Contractor must maintain such coverage for a period of not less than three (3) years following Contract expiration, termination or cancellation.
- 16.2.2 Additional Insured Endorsement: The General Liability, Business Automobile Liability and Technology E&O Policies shall each be endorsed to include Pima County, its departments, districts, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor.
- 16.2.3 Subrogation Endorsement: The General Liability, Business Automobile Liability, Workers' Compensation and Technology E&O Policies shall each contain a waiver of subrogation endorsement in favor of Pima County, and its departments, districts, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.
- 16.2.4 Primary Insurance Endorsement: The Contractor's policies shall stipulate that the insurance afforded the Contractor shall be primary and that any insurance carried by Pima County, its agents, officials, employees or Pima County shall be excess and not contributory insurance.
- 16.2.5 The Required Insurance policies may not obligate the County to pay any portion of a Contractor's deductible or Self Insurance Retention (SIR). Insurance provided by the Contractor shall not limit the Contractor's liability assumed under the indemnification provisions of this Contract.
- 16.2.6 Insurer Financial Ratings: Coverage must be placed with insurers acceptable to the County with A.M. Best rating of not less than A-VII, unless otherwise approved by the County.
- 16.2.7 Subcontractors: Contractor must either (a) include all subcontractors as additional insureds under its Required Insurance policies, or (b) require each subcontractor to separately meet all Insurance Requirements and verify that each subcontractor has done so, Contractor must furnish, if requested by County, appropriate insurance certificates for each subcontractor. Contractor must obtain County's approval of any subcontractor request to modify the Insurance Requirements as to that subcontractor.

16.3 Notice of Cancellation:

For each insurance policy required by the insurance provisions of this Contract, the Contractor must provide to Pima County, within two (2) business days of receipt of notice, if a policy is suspended, voided, or cancelled for any reason. Such notice shall be mailed, emailed, hand-delivered or sent by facsimile transmission to the Pima County Contracting Representative. Notice shall include the Pima County project or contract number and project description.

16.4 Verification of Coverage:

16.4.1 Contractor shall furnish Pima County with certificates of insurance (valid ACORD form or equivalent approved by Pima County) as required by this Contract. An authorized representative of the insurer shall sign the certificates.

16.4.2 All certificates and endorsements, as required by this written agreement, are to be received and approved by Pima County before work commences. Each insurance policy required by this Contract must be in effect 10 days prior to work under this Contract. Failure to maintain the insurance coverages or policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.

16.4.3 All certificates required by this Contract shall be sent directly to the appropriate County Department. The Certificate of Insurance shall include the Pima County project or contract number and project description on the certificate. Pima County reserves the right to require complete copies of all insurance policies required by this Contract at any time.

16.4.4 Certificates must specify that the appropriate policies are endorsed to include additional insured and subrogation waiver endorsements for the County and its departments, officials and employees. Note: Contractors for larger projects must provide actual copies of the additional insured and subrogation endorsements.

16.5 Approval and Modifications:

Pima County Risk Management reserves the right to review or make modifications to the insurance limits, required coverages, or endorsements throughout the life of this contract, as deemed necessary. Such action will not require a formal Contract amendment but may be made by administrative action. Neither the County's failure to obtain a required insurance certificate or endorsement, the County's failure to object to a non-complying insurance certificate or endorsement, or the County's receipt of any other information from the Contractor, its insurance broker(s) and/or insurer(s), constitutes a waiver of any of the Insurance Requirements.

17. **Indemnification.** To the fullest extent permitted by law, Contractor will defend, indemnify, and hold harmless Pima County and any related taxing district, and the officials and employees of each of them (collectively, "Indemnitee") from and against any and all claims, actions, liabilities, losses, and expenses (including reasonable attorney fees) (collectively, "Claims") arising out of actual or alleged injury of any person (including death) or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by any act or omission of Contractor or any of Contractor's directors, officers, agents, employees, volunteers, or subcontractors. This indemnity includes any claim or amount arising or recovered under the Workers' Compensation Law or arising out of the failure of Contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. The Indemnitee will, in all instances, except for Claims arising solely from the acts or



omissions of the Indemnitee, be indemnified by Contractor from and against any and all Claims. Contractor is responsible for primary loss investigation, defense and judgment costs for any Claim to which this indemnity applies. This indemnity will survive the expiration or termination of this Contract.

**18. Laws and Regulations.**

- a. Compliance with Laws. Contractor will comply with all federal, state, and local laws, rules, regulations, standards and Executive Orders.
- b. Licensing. Contractor warrants that it is appropriately licensed to provide the services under this Contract and that its subcontractors will be appropriately licensed.
- c. Choice of Law; Venue. The laws and regulations of the State of Arizona govern the rights and obligations of the parties under this Contract. Any action relating to this Contract must be filed and maintained in the appropriate court of the State of Arizona in Pima County.

- 19. **Independent Contractor.** Contractor is an independent contractor. Neither Contractor, nor any of Contractor's officers, agents or employees will be considered an employee of Pima County for any purpose or be entitled to receive any employment-related benefits, or assert any protections, under the Pima County Merit System. Contractor is responsible for paying all federal, state and local taxes on the compensation received by Contractor under this Contract and will indemnify and hold County harmless from any and all liability that County may incur because of Contractor's failure to pay such taxes.
- 20. **Subcontractors.** Contractor is fully responsible for all acts and omissions of any subcontractor, and of persons directly or indirectly employed by any subcontractor, and of persons for whose acts any of them may be liable, to the same extent that the Contractor is responsible for the acts and omissions of its own employees. Nothing in this Contract creates any obligation on the part of County to pay or see to the payment of any money due any subcontractor, except as may be required by law.
- 21. **Assignment.** Contractor may not assign its rights or obligations under this Contract, in whole or in part, without the County's prior written approval. County may withhold approval at its sole discretion.
- 22. **Non-Discrimination.** Contractor will comply with all provisions and requirements of Arizona Executive Order 2009-09, which is hereby incorporated into this contract, including flow-down of all provisions and requirements to any subcontractors. During the performance of this Contract, Contractor will not discriminate against any employee, client or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin.
- 23. **Americans with Disabilities Act.** Contractor will comply with all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, including 28 CFR Parts 35 and 36.
- 24. **Authority to Contract.** Contractor warrants its right and power to enter into this Contract. If any court or administrative agency determines that County does not have authority to enter

into this Contract, County will not be liable to Contractor or any third party by reason of such determination or by reason of this Contract.

25. **Full and Complete Performance.** The failure of either party to insist, in one or more instances, upon the other party's full and complete performance under this Contract, or to take any action based on the other party's failure to fully and completely perform, is not a waiver or relinquishment of the right to insist upon full and complete performance of the same, or any other covenant or condition, either in the past or in the future. The acceptance by either party of sums less than may be due and owing it at any time is not an accord and satisfaction.
26. **Cancellation for Conflict of Interest.** This Contract is subject to cancellation for conflict of interest pursuant to A.R.S. § 38-511, the pertinent provisions of which are incorporated into this Contract by reference.
27. **Termination by County.**
  - a. Without Cause. County may terminate this Contract at any time, with or without cause, by serving a written notice upon Contractor at least 30 days before the effective date of the termination. In the event of such termination, County's only obligation to Contractor will be payment for services rendered prior to the date of termination.
  - b. With Cause. County may terminate this Contract at any time without advance notice and without further obligation to County when County finds Contractor to be in default of any provision of this Contract.
  - c. Non-Appropriation. Notwithstanding any other provision in this Contract, County may terminate this Contract if for any reason there are not sufficient appropriated and available monies for the purpose of maintaining County or other public entity obligations under this Contract. In the event of such termination, County will have no further obligation to Contractor, other than to pay for services rendered prior to termination.
28. **Notice.** Any notice required or permitted to be given under this Contract must be in writing and be served by personal delivery or by certified mail upon the other party as follows:

County:

Christopher C. Cawein, Director  
Pima County Natural Resources, Parks  
& Recreation  
3500 W. River Road  
Tucson, Arizona 85741

Contractor:

Jonathan Lutz  
Executive Director  
Tucson Audubon Society  
300 E. University Blvd, #120  
Tucson, AZ 85705

29. **Non-Exclusive Contract.** Contractor understands that this Contract is nonexclusive and is for the sole convenience of County. County reserves the right to obtain like services from other sources for any reason.
30. **Remedies.** Either party may pursue any remedies provided by law for the breach of this Contract. No right or remedy is intended to be exclusive of any other right or remedy and each is cumulative and in addition to any other right or remedy existing at law or at equity or by virtue of this Contract.

31. **Severability.** Each provision of this Contract stands alone, and any provision of this Contract found to be prohibited by law will be ineffective to the extent of such prohibition without invalidating the remainder of this Contract.
32. **Disclosure.** Pursuant to A.R.S. § 39-121 et seq., and A.R.S. § 34-603(H) in the case of construction or Architectural and Engineering services procured under A.R.S. Title 34, Chapter 6, all documents submitted in response to the solicitation resulting in award of this Contract, including, but not limited to, pricing schedules, product specifications, work plans, and any supporting documents, are public records. As such, those documents are subject to release and/or review by the general public upon request, including competitors.
- a. Records Marked Confidential; Notice and Protective Order. If Contractor reasonably believes that some of those records contain proprietary, trade-secret or otherwise-confidential information, Contractor must prominently mark those records "CONFIDENTIAL." In the event a public-records request is submitted to County for records marked CONFIDENTIAL, County will notify Contractor of the request as soon as reasonably possible. County will release the records 10 business days after the date of that notice, unless Contractor has, within that period, secured an appropriate order from a court of competent jurisdiction, enjoining the release of the records. County will not, under any circumstances, be responsible for securing such an order, nor will County be in any way financially responsible for any costs associated with securing such an order.
33. **Legal Arizona Workers Act Compliance.**
- a. Compliance with Immigration Laws. Contractor hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to its employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Contractor will further ensure that each subcontractor who performs any work for Contractor under this Contract likewise complies with the State and Federal Immigration Laws.
- b. Books & Records. County has the right at any time to inspect the books and records of Contractor and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.
- c. Remedies for Breach of Warranty. Any breach of Contractor's or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, is a material breach of this Contract subjecting Contractor to penalties up to and including suspension or termination of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, Contractor will be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor, as soon as possible so as not to delay project completion. Any additional costs attributable directly or indirectly to such remedial action are the responsibility of Contractor.
- d. Subcontractors. Contractor will advise each subcontractor of County's rights, and the subcontractor's obligations, under this Section 24 by including a provision in each subcontract substantially in the following form:

"Subcontractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Subcontractor's employees, and with the requirements of A.R.S. § 23-214 (A). Subcontractor further agrees that County may inspect the Subcontractor's books and records to insure that Subcontractor is in compliance with these requirements. Any breach of this paragraph by Subcontractor is a material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract."

34. **Grant Compliance.** Not Applicable
35. **Israel Boycott Certification.** Pursuant to A.R.S. § 35-393.01, if Contractor engages in for-profit activity and has 10 or more employees, and if this Contract has a value of \$100,000.00 or more, Contractor certifies it is not currently engaged in, and agrees for the duration of this Contract to not engage in, a boycott of goods or services from Israel. This certification does not apply to a boycott prohibited by 50 U.S.C. § 4842 or a regulation issued pursuant to 50 U.S.C. § 4842.
36. **Amendment.** The parties may modify, amend, alter or extend this Contract only by a written amendment signed by the parties.
37. **Entire Agreement.** This document constitutes the entire agreement between the parties pertaining to the subject matter it addresses, and this Contract supersedes all prior or contemporaneous agreements and understandings, oral or written.

**PIMA COUNTY**

\_\_\_\_\_  
Chairman, Board of Supervisors

\_\_\_\_\_  
Date

**ATTEST**

\_\_\_\_\_  
Clerk of the Board

\_\_\_\_\_  
Date

**APPROVED AS TO FORM**

  
\_\_\_\_\_  
Deputy County Attorney

\_\_\_\_\_  
Kell Olson

2/28/2020  
Date

**CONTRACTOR**

  
\_\_\_\_\_  
Authorized Officer Signature

DIRECTOR OF FINANCE / OPERATIONS  
Printed Name and Title

2/28/2020  
Date

**APPROVED AS TO CONTENT**

  
\_\_\_\_\_  
Chris Cawein, NRPR Director

Date

03/04/20