



BOARD OF SUPERVISORS AGENDA ITEM REPORT
CONTRACTS / AWARDS / GRANTS

☐ Award ☒ Contract ☐ Grant

Requested Board Meeting Date: October 20, 2020

* = Mandatory, information must be provided

or Procurement Director Award ☐

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

Green Valley Council, Inc. (DBA Green Valley Council)

***Project Title/Description:**

Green Valley Council Services

***Purpose:**

Pima County benefits from Green Valley Council (GVC) services as they obtain service requests through their centrally organized and managed constituent input and referral service. GVC provides assessment, analysis, coordination, evaluation and identification of issues requiring County services as noted in the contract Exhibit A, Scope of Services.

The Health and Public Works departments benefit from GVC obtaining service requests through a centrally organized and managed constituent input and referral service. This contract is for one year in the amount of \$87,500. The cost will be shared as follows:

27.1%	\$23,750	Health Department Fund 2002, Unit 2933
25.7%	\$22,500	Transportation Director's Office Administration Fund 2000, Unit 2857
17.1%	\$15,000	Regional Wastewater Reclamation Director's Office, Oper & Maint Fund 5008, Unit 1187
12.9%	\$11,250	Department of Environmental Quality Monitoring General Fund 2043, Unit 0303
8.6%	\$ 7,500	Development Services Enterprise Fund 5004, Unit 0245
8.6%	\$ 7,500	Regional Fund Control District Tax Levy Fund 2005, Unit 1120

***Procurement Method:**

Direct Select pursuant to Board Policy D29.6. III C

***Program Goals/Predicted Outcomes:**

See attached memorandum from County Administrator.

***Public Benefit:**

See attached memorandum from County Administrator.

***Metrics Available to Measure Performance:**

The County requires a monthly report that focuses on services rendered by Green Valley Council through the various committees it oversees.

***Retroactive:**

No.

*To: CoB. 10-14-20
Ver. - 1
Pg. - 11 (1)*

Addendum

Contract / Award Information

Document Type: CT Department Code: PW Contract Number (i.e., 15-123): 21*0202
Commencement Date: 01/01/2021 Termination Date: 12/31/2021 Prior Contract Number (Synergen/CMS): _____
☒ Expense Amount: \$* 87,500 ☐ Revenue Amount: \$ _____

*Funding Source(s) required: Health Fund 2002, Unit 2933; DOT Fund 2000, Unit 2857; RWRD Fund 5008, Unit 1187; DEQ General Fund 2043, Unit 0303; DSD Fund 5004, Unit 0245; RFCD Tax Levy Fund 2005, Unit 1120.

Funding from General Fund? ☒ Yes ☐ No If Yes \$ 11,250.00 % _____

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

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

Were insurance or indemnity clauses modified? ☒ Yes ☐ No

If Yes, attach Risk's approval.

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

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

Amendment / Revised Award Information

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

Amendment No.: _____ AMS Version No.: _____

Commencement Date: _____ New Termination Date: _____

Prior Contract No. (Synergen/CMS): _____

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

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

*Funding Source(s) required:

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

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

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

Commencement Date: _____ Termination Date: _____ Amendment Number: _____

☐ Match Amount: \$ _____ ☐ Revenue Amount: \$ _____

*All Funding Source(s) required:

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

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

*Funding Source: _____

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

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

Department: Public Works Administration Telephone: (520) 724-8480

Department Director Signature/Date: _____

Deputy County Administrator Signature/Date: _____ 10/13/2020

County Administrator Signature/Date: _____ 10/13/2020
(Required for Board Agenda/Addendum Items)



Board of Supervisors Memorandum

October 20, 2020

Green Valley Council - Services Contract

Background

The Green Valley Council (GVC) is a long-standing non-profit 501(c)(4) organization that serves the Green Valley residents and businesses to further the best interests of the community. As such, GVC works and coordinates with the County to effectively communicate and resolve issues and address community needs for County services. In 2016, the Board approved a service contract with GVC to improve the efficiency of delivery of County services through a more coordinated effort. The contract was for a year period, not to exceed \$75,000, and could be renewed up to four additional annual periods subject to yearly reviews.

The contract is in its last year, with the fourth amendment to renew approved by the Board on December 3, 2019. The GVC's work continues, as they provide outreach and assistance to residents through sponsoring community forums, information dissemination and submittal and tracking of service requests on issues such as parks, flood control, health and transportation.

When the COVID-19 pandemic began to impact our community, the GVC was instrumental in keeping Pima County and the Green Valley community updated and informed of resources and services. The GVC contacted most HOAs in Green Valley, including non-members, during that time when availability of food, essential items and delivery assistance was at a critical peak. They were able to reach an estimated 20,000 residents through their HOA and community volunteer groups networks. HOAs provided plans to their residents on how to obtain supplies, as well as coordinated to identify people who could provide pick-up and delivery services for food, essential items and medical appointments.

GVC also coordinated with the Pima County Sheriff's Auxiliary Volunteers to check on residents identified as more highly vulnerable. The Auxiliary Volunteers would call about 70 residents daily for wellness checks, along with the fire department. The GVC also participated in coordinating and supporting a pop-up COVID-19 testing site on August 14, 2020, where over 600 people were tested. Residents were grateful to Pima County, as they had been asking for a test site in their community. The GVC remains vigilant of COVID-19 health changes and supply needs in the Green Valley area, and they continue providing feedback that is used by the Health Department to ensure that Green Valley needs are being met.

Of great importance will be having effective coordination between the County Health Department, the County Office of Emergency Management and the GVC once a COVID and Influenza vaccine protocol is in place to help minimize and/or prevent spread of pandemic illness in the Green Valley population.

The GVC has also seen an increase in both service requests and the need for community outreach on non-health related topics. The GVC has remained active in Pima County's efforts to improve the overall condition of our roads through their Roads & Arroyos Committee and participation with our Pima County Transportation Advisory Committee. They have hosted numerous community forums on roads topics and coordinated the submittal of service requests. In addition to coordinating these efforts for the County, the GVC Parks Advisory Committee has sponsored other County-related community forums, including sessions to gather public input related to the new Canoa Hills Trail Park co-presented with the Regional Flood Control District. Their nonprofit affiliate, the GVC Foundation, Inc., working with the Regional Flood Control District and the Natural Resources, Parks and Recreation Department, created the Friends of Canoa Parks to work with the County to identify park related needs and issues and to provide additional forums for public input.

Extension of Green Valley Council Service Contract

Today, GVC counts 78 Homeowners Associations (HOA) as members, which is over 80 percent of the total number of HOAs in Green Valley. They continue to serve both residents and businesses in furthering community goals. The GVC has requested that the County approve a new annual contract, with up to four additional annual periods like before, with a base amount of \$87,500 commensurate with the work performed.

Given the outstanding work performed by the GVC under the current contract, and the anticipated expanded role related to public health, the increase to \$87,500 is merited. Based on the services to be performed through this contract, costs will be allocated to these departments as follows:

**New CY 2021 Green Valley Council Contract
 with \$12,500 Increase Due to Increased Health-Related Service Needs**

Department	CY 2020			Amount Increase	CY 2021		
	Annual Payment	Percent	Monthly Payment		Annual Payment	Percent	Monthly Payment
DOT	\$22,500	30.0%	\$1,875.00		\$22,500	25.7%	\$1,875.00
RWRD	\$15,000	20.0%	\$1,250.00		\$15,000	17.1%	\$1,250.00
DEQ*	\$11,250	15.0%	\$937.50		\$11,250	12.9%	\$937.50
HD	\$11,250	15.0%	\$937.50	\$12,500	\$23,750	27.1%	\$1,979.17
DSD	\$7,500	10.0%	\$625.00		\$7,500	8.6%	\$625.00
RFCD	\$7,500	10.0%	\$625.00		\$7,500	8.6%	\$625.00
Total	\$75,000	100.0%	\$6,250.00		\$87,500	100.0%	\$7,291.67

* General Fund

The Honorable Chairman and Members, Pima County Board of Supervisors
Re: **Green Valley Council - Services Contract**
October 20, 2020
Page 3

Recommendation

I recommend the Board of Supervisors approve the Green Valley Council services contract for D29.6 Direct Selection with a term of January 1, 2021 through December 31, 2021, in the amount of \$87,500. The contract would be subject to annual review and could be renewed for four additional one-year periods.

Sincerely,



C.H. Huckelberry
County Administrator

CHH/mp – October 13, 2020

c: Jan Leshner, Chief Deputy County Administrator
Francisco Garcia, MD, MPH, Deputy County Administrator & Chief Medical Officer,
Health and Community Services
Carmine DeBonis Jr., Deputy County Administrator for Public Works

Pima County Public Works Administration Department

Project: Green Valley Council Services

Contractor: Green Valley Council, Inc.
DBA Green Valley Council
555 N La Cañada Drive, Suite 117
Green Valley, AZ 85614

Amount: \$87,500

Contract No.: CT-PW-21*0202

Funding: 27.1% Health Fund; 25.7% DOT Fund; 17.1% RWRD Fund;
12.9% DEQ General Fund; 8.6% DSD Fund; & 8.6% RFCD Tax Levy Fund

PROFESSIONAL SERVICES CONTRACT

1. Parties and Background.

- 1.1. Parties. This Contract is between Pima County, a body politic and corporate of the State of Arizona ("County"), and Green Valley Council, Inc., an Arizona non-profit corporation, ("Contractor").
- 1.2. Background. County provides governmental services to the unincorporated part of Pima County known as Green Valley. County requires the services of a contractor qualified to provide identification, assessment, analysis, coordination and evaluation of issues requiring County services.
- 1.3 Authority. County selected Contractor pursuant to and consistent with Board of Supervisors Policy D29.6 III. C. Contractor is qualified and willing to provide such services. Contractor has provided documentation of its ability to recruit, organize and manage volunteers, its management of staff skills and its record of excellent management of its financial affairs together with its intimate knowledge of Green Valley matters.

2. Term.

- 2.1. Initial Term. The term of this Contract commences on January 1, 2021 and will terminate on December 31, 2021 ("Initial Term"). "Term," when used in this Contract, means the Initial Term plus any exercised extension options under Section 3. If the commencement date of the Initial Term is before the signature date of the last party to execute this Contract, the parties will, for all purposes, deem the Contract to have been in effect as of the commencement date.
- 2.2 Extension Options. 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.

3. Scope of Services.

- 3.1. Contractor will provide County with the services described in **Exhibit A – Scope of Services** (2 pages), which is expressly made part of this Contract.

- 3.2. Contractor will perform the work in accordance with the terms of the contract and to the best of Contractor's ability. Contractor will employ suitably trained and skilled personnel and will recruit and train volunteers, as appropriate, to perform all services under this Contract.

4. **Payment.**

- 4.1. Monthly Payments: County will pay Contractor, upon receipt of the monthly report and invoice, a monthly payment equal to one-twelfth of the annual contract amount. The monthly invoice is due from Contractor no later than the 15th of the month following the previous month's services provided.

- 4.2. Maximum Payment Amount. County's total payment to Contractor under this Contract may not exceed \$87,500 per year (the "NTE Amount"). The NTE Amount can only be changed by a formal written amendment executed by the Parties. Contractor is not required to provide any services which will cause the County's total payments under this Contract to exceed the NTE Amount; if Contractor does so, it is at the Contractor's own risk.

- 4.3. Content of Invoices. Contractor will include detailed documentation in support of its invoices and assign each amount billed to an appropriate line item.

- 4.4. Invoice Adjustments. County may, at any time during the Term and during the retention period set forth in Section 21 below, question any payment under this Contract. If County raises a question about the propriety of a past payment, Contractor will cooperate with County in reviewing the payment. County may set-off any overpayment against amounts due to Contractor under this or any other contract between County and Contractor. Contractor will promptly pay to County any overpayment that County cannot recover by set-off.

5. **Insurance.** Contractor will procure and maintain at its own expense insurance policies (the "Required Insurance") satisfying the below requirements (the "Insurance Requirements") until all its obligations under this Contract have been met. The below Insurance Requirements are minimum requirements for this Contract and in no way limit Contractor's indemnity obligations under this Contract. 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.

- 5.1. Insurance Coverages and Limits: Contractor will procure and maintain, until all its obligations have been discharged, coverage with limits of liability not less than those stated below. Coverage must be placed with insurers acceptable to the County with A.M. Best rating of not less than A-VII, unless otherwise approved by the County.

- 5.1.1. 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.

5.2. Additional Coverage Requirements:

- 5.2.1. 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.
 - 5.2.2. 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.
 - 5.2.3. 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.
 - 5.2.4. Primary Insurance Endorsement: The Required Insurance policies must stipulate that they are primary and that any insurance carried by County, or its agents, officials, or employees, is excess and not contributory insurance.
 - 5.2.5. The Required Insurance policies may not obligate County to pay any portion of Contractor's deductible or Self Insurance Retention (SIR).
 - 5.2.6. Subcontractors: Contractor must either (a) include all subcontractors as additional insureds under its Required Insurance policies, or (b) require each subcontractor to separately meet all Insurance Requirements and verify that each subcontractor has done so, Contractor must furnish, if requested by 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.
- 5.3. Notice of Cancellation: Contractor must notify County, within two (2) business days of Contractor's receipt of notice from an insurer, if any Required Insurance policy is suspended, voided, or cancelled for any reason. Notice must include the Pima County project or contract number and project description.
- 5.4. Verification of Coverage:
- 5.4.1. Contractor must furnish County with a certificate of insurance (valid ACORD form or equivalent approved by Pima County) for each Required Insurance policy, which must specify that the policy has all the required endorsements, and must include the Pima County project or contract number and project description. Each certificate must be signed by an authorized representative of the insurer.

- 5.4.2. County may at any time require Contractor to provide a complete copy of

any Required Insurance policy or endorsement. Note: Contractors for larger projects must provide actual copies of the additional insured and subrogation endorsements.

5.4.3. Contractor must provide the certificates to County before work commences. Each Required Insurance policy must be in effect at least 10 days before work under this Contract commences. Contractor must provide County a renewal certificate not less than 15 days prior to a Required Insurance policy's expiration date. Failure to maintain the Required Insurance policies, or to provide evidence of renewal, is a material breach of this Contract.

5.4.4. All insurance certificates must be sent directly to the appropriate County Department.

5.5. Approval and Modifications:

The Pima County Risk Manager may modify the Insurance Requirements at any point during the Term of this Contract. This can be done administratively, with written notice from the Risk Manager and does not require a formal Contract amendment. Neither the 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, nor 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.

6. **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, "Indemnatee") 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 Indemnatee will, in all instances, except for Claims arising solely from the acts or omissions of the Indemnatee, 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.

7. **Laws and Regulations.**

7.1. Compliance with Laws. Contractor will comply with all federal, state, and local laws, rules, regulations, standards and Executive Orders.

7.2. Licensing. Contractor warrants that it is appropriately licensed to provide the services under this Contract and that its subcontractors will be appropriately licensed.

7.3. Choice of Law; Venue. The laws and regulations of the State of Arizona govern the rights and obligations of the parties under this Contract. Any action relating to this

Contract must be filed and maintained in the appropriate court of the State of Arizona in Pima County.

8. **Independent Contractor.** Contractor is an independent contractor. Neither Contractor, nor any of Contractor's officers, agents or employees will be considered an employee of Pima County for any purpose or be entitled to receive any employment-related benefits, or assert any protections, under the Pima County Merit System. Contractor is responsible for paying all federal, state and local taxes on the compensation received by Contractor under this Contract and will indemnify and hold County harmless from any and all liability that County may incur because of Contractor's failure to pay such taxes.
9. **Subcontractors.** Contractor is fully responsible for all acts and omissions of any subcontractor, and of persons directly or indirectly employed by any subcontractor, and of persons for whose acts any of them may be liable, to the same extent that the Contractor is responsible for the acts and omissions of its own employees. Nothing in this Contract creates any obligation on the part of County to pay or see to the payment of any money due any subcontractor, except as may be required by law.
10. **Assignment.** Contractor may not assign its rights or obligations under this Contract, in whole or in part, without the County's prior written approval. County may withhold approval at its sole discretion.
11. **Non-Discrimination.** Contractor will comply with all provisions and requirements of Arizona Executive Order 2009-09, which is hereby incorporated into this contract, including flow-down of all provisions and requirements to any subcontractors. During the performance of this Contract, Contractor will not discriminate against any employee, client or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin.
12. **Americans with Disabilities Act.** Contractor will comply with Title II of the Americans with Disabilities Act (Public Law 110-325, 42 U.S.C. §§ 12101-12213) and the federal regulations for Title II (28 CFR Part 35).
13. **Authority to Contract.** Contractor warrants its right and power to enter into this Contract. If any court or administrative agency determines that County does not have authority to enter into this Contract, County will not be liable to Contractor or any third party by reason of such determination or by reason of this Contract.
14. **Full and Complete Performance.** The failure of either party to insist, in one or more instances, upon the other party's complete and satisfactory performance under this Contract, or to take any action based on the other party's failure to completely and satisfactorily perform, is not a waiver of that party's right to insist upon complete and satisfactory performance, or compliance with any other covenant or condition in this Contract, either in the past or in the future. The acceptance by either party of sums less than may be due and owing it at any time is not an accord and satisfaction.
15. **Cancellation for Conflict of Interest.** This Contract is subject to cancellation for conflict of interest pursuant to A.R.S. § 38-511, the pertinent provisions of which are incorporated into this Contract by reference.
16. **Termination by County.**

- 16.1 Without Cause. County may terminate this Contract at any time without cause by notifying Contractor, in writing, at least 30 days before the effective date of the termination. In the event of such termination, County's only obligation to Contractor will be payment for services rendered prior to the date of termination.
- 16.2 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.
- 16.3 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.
17. **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 | CONTRACTOR |
| Carmine DeBonis, Jr. | Richard R. Roberts |
| Deputy County Administrator - Public Works | President |
| Pima County Public Works Administration | Green Valley Council |
| 130 W. Congress, 10 th Floor | 555 N. La Cañada Drive, Suite 117 |
| Tucson, AZ 85701 | Green Valley, AZ 85614 |
| (520) 724-8480 | (520) 648-1936 |
| Email: Carmine.DeBonis@pima.gov | Email: info@gvcouncil.org |
18. **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.
19. **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.
20. **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.
21. **Books and Records.** Contractor will keep and maintain proper and complete books, records and accounts, which will be open at all reasonable times for inspection and audit by duly authorized representatives of County. In addition, Contractor will retain all records relating to this Contract for at least five (5) years after its expiration or termination or, if later, until any related pending proceeding or litigation has concluded.
22. **Public Records.**
- 22.1 **Disclosure.** Pursuant to A.R.S. § 39-121 et seq., and A.R.S. § 34-603(H) in the case of construction or Architectural and Engineering services procured under A.R.S. Title 34, Chapter 6, all documents submitted in response to the solicitation resulting in award of this Contract, including, but not limited to, pricing schedules,

product specifications, work plans, and any supporting documents, are public records. As such, those documents are subject to release and/or review by the general public upon request, including competitors.

- 22.2 **Records Marked Confidential; Notice and Protective Order.** If Contractor reasonably believes that some of those records contain proprietary, trade-secret or otherwise-confidential information, Contractor must prominently mark those records "CONFIDENTIAL." In the event a public-records request is submitted to County for records marked CONFIDENTIAL, County will notify Contractor of the request as soon as reasonably possible. County will release the records 10 business days after the date of that notice, unless Contractor has, within that period, secured an appropriate order from a court of competent jurisdiction, enjoining the release of the records. County will not, under any circumstances, be responsible for securing such an order, nor will County be in any way financially responsible for any costs associated with securing such an order.

23. Legal Arizona Workers Act Compliance.

- 23.1 Compliance with Immigration Laws. Contractor hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to its employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Contractor will further ensure that each subcontractor who performs any work for Contractor under this Contract likewise complies with the State and Federal Immigration Laws.
- 23.2 Books & Records. County has the right at any time to inspect the books and records of Contractor and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.
- 23.3 Remedies for Breach of Warranty. Any breach of Contractor's or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, is a material breach of this Contract subjecting Contractor to penalties up to and including suspension or termination of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, Contractor will be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor, as soon as possible so as not to delay project completion. Any additional costs attributable directly or indirectly to such remedial action are the responsibility of Contractor.
- 23.4 Subcontractors. Contractor will advise each subcontractor of County's rights, and the subcontractor's obligations, under this Section 24 by including a provision in each subcontract substantially in the following form:

"Subcontractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Subcontractor's employees, and with the requirements of A.R.S. § 23-214 (A). Subcontractor further agrees that 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."

24. **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.
25. **Amendment.** The parties may modify, amend, alter or extend this Contract only by a written amendment signed by the parties.
26. **Entire Agreement.** This document constitutes the entire agreement between the parties pertaining to the subject matter it addresses, and this Contract supersedes all prior or contemporaneous agreements and understandings, oral or written.

This agreement will become effective when all parties have signed it. The effective date of the agreement will be the date this agreement is signed by the last party (as indicated by the date associated with that party's signature).

PIMA COUNTY

CONTRACTOR

Ramón Valadez
Chairman, Board of Supervisors

Authorized Officer Signature
Richard R. Roberts, President
Green Valley Council

Date

Date

ATTEST

APPROVED AS TO FORM

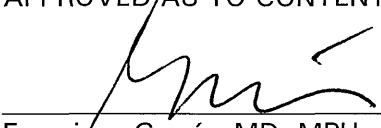
Julie Castañeda, Clerk of the Board


Kell Olson, Deputy County Attorney

Date

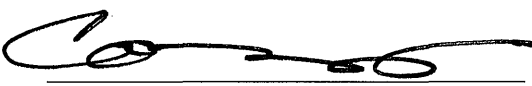
10/13/2020
Date

APPROVED AS TO CONTENT


Francisco García, MD, MPH
Deputy County Administrator and
Chief Medical Officer

13 October 2020
Date

APPROVED AS TO CONTENT


Carmine DeBonis, Jr.
Deputy County Administrator, Public Works

10/13/2020
Date

Regional Flood Control District, a taxing authority of the State of Arizona

Ramón Valadez, Chairman, Board of Directors of
The Pima County Flood Control District

Date

ATTEST

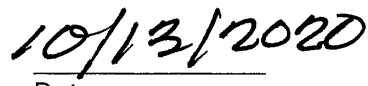
Julie Castañeda, Clerk of the Board of Directors of
The Pima County Flood Control District

Date

RECOMMENDED FOR APPROVAL



C.H. Huckelberry, General Manager
The Pima County Flood Control District



Date

APPROVED AS TO FORM



Kell Olson, Deputy County Attorney

10/13/2020
Date

EXHIBIT A – SCOPE OF SERVICES

(Page 1 of 2)

Support for Pima County Services by the Green Valley Council (GVC)

1. Pima County Health Department (HD) & Office of Emergency Management (OEM)

- a. GVC will maintain a Health & Human Services Committee to provide feedback on issues of importance to HD;
- b. In consultation with HD, GVC will compile and screen prioritization of Green Valley service requests related to pandemic health changes, and personal protection equipment and food supply needs;
- c. GVC will organize a Citizen Corps Committee and an Emergency Planning Subcommittee to provide basic information to the OEM for emergency preparedness planning and feedback to residents about Pima County activities related to emergency preparedness; and
- d. GVC will maintain a HOA Relations Committee to coordinate with the Citizen Corps and Health & Human Services on issues of specific concern to HOAs.

2. Pima County Department of Transportation (DOT)

- a. GVC will provide County service requests including monthly road maintenance meetings;
- b. GVC will conduct Traffic & Arroyos Meetings on a quarterly basis;
- c. GVC will provide an annual roads assessment report;
- d. GVC will coordinate a committee to review Sun Shuttle needs and provide input to DOT;
- e. GVC will assist with resident and visitor road related questions such as:
 - i. Location assistance;
 - ii. Organization and screening of requests to DOT; and
 - iii. Providing basic information or assistance with drop-in questions that would otherwise go to the County.

3. Pima County Environmental Quality Department (PCDEQ)

GVC will maintain an Environmental Committee to provide, air, water, alternative energy and beautification recommendations to PDEQ for budget planning purposes;

4. Pima County Development Services Department

- a. GVC will conduct Planning & Architectural Committee Meetings as needed based on proposed new development;
- b. GVC will coordinate residents' comments on the new development; and
- c. GVC will coordinate feedback on specific installations, such as Cell Tower – large scale solar installations, etc.

EXHIBIT A – SCOPE OF SERVICES

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Support for Pima County Services by the Green Valley Council (GVC)

5. Pima County Regional Flood Control District (RFCD) and Natural Resources, Parks and Recreation Department (NRPR)

- a. GVC will maintain Traffic & Arroyos Meetings and on a quarterly basis provide review and comment on flood control related issues to the RFCD;
- b. GVC will assist with organization, prioritization and screening of requests to resident and visitor questions such as:
 - i. Location assistance;
 - ii. Directing calls to appropriate County departments;
 - iii. Providing basic information or assistance with drop-in questions that would otherwise go to the County; and
- c. GVC will maintain a Parks Advisory Committee to interface with RFCD and NRPR on issues concerning Pima County parks located in Green Valley.

6. Pima County Regional Wastewater Reclamation Department (RWRD)

- a. GVC will organize a Community Services Committee to provide review and comment on wastewater and reclamation related issues to RWRD;
- b. GVC will assist with organization, prioritization and screening of requests to resident and visitor questions such as:
 - i. Location assistance;
 - ii. Directing calls to appropriate County departments; and
 - iii. Providing basic information or assistance with drop-in questions that would otherwise go to the County.