

COB - BOSAIR FORM

01/14/2026 1:23 PM (MST)

Submitted by Jeff DaCosta@pima.gov



BOARD OF SUPERVISORS AGENDA ITEM REPORT (BOSAIR)

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

Record Number: PO PDC PO2500036059

Award Type: Contract

Is a Board Meeting Date Requested? Yes

Requested Board Meeting Date: 01/20/2026

Signature Only:

NO

Procurement Director Award / Delegated Award: • N/A

Supplier / Customer / Grantor / Subrecipient: Green Valley Community Coordinating Council 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 \$87,500.00. The cost will be shared as follows:

27.1% \$23,750 Health Department Fund 20005FD – 10402CC
25.7% \$22,500 Transportation Director's Office Administration Fund 20000FD – 11055CC
17.1% \$15,000 Regional Wastewater Reclamation Director's Office, Oper & Maint Fund 50010FD – 11066CC
12.9% \$11,250 Department of Environmental Quality Monitoring General Fund 20220FD – 10183CC
8.6% \$ 7,500 Development Services Enterprise Fund 50000FD – 10202CC
8.6% \$ 7,500 Regional Flood Control District Tax Levy Fund 20010FD – 10231CC

JAN1426PM0450 PC CYCER

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

Procurement Method Additional Info: TO: COB, 01/14/26 (1)
VERSION: 0
PAGES: 14

See attached memorandum from County Administrator.

Program Goals/Predicted Outcomes:	See attached memorandum from County Administrator.
Public Benefit and Impact:	The County requires a monthly report that focuses on services rendered by Green Valley Council through the various committees it oversees.
Budget Pillar	<ul style="list-style-type: none"> Core functions & excellent service
Support of Prosperity Initiative:	<ul style="list-style-type: none"> N/A
Provide information that explains how this activity supports the selected Prosperity Initiatives	N/A
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:	YES
Retroactive Description:	Delays due to securing signatures and holiday break.

Contract / Award Information Record

Number: PO PDC PO2500036059

Document Type: PO

Department Code: PDC

Contract Number: PO2500036059

Commencement Date: 01/01/2026

Termination Date: 12/31/2026

Total Expense Amount:

\$87,500.00

Total Revenue Amount:

\$0.00

Funding Source Name(s) Required:

27.1%	\$23,750	Health Department Fund 20005FD – 10402CC
25.7%	\$22,500	Transportation Director's Office Administration Fund 20000FD – 11055CC
17.1%	\$15,000	Regional Wastewater Reclamation Director's Office, Oper & Maint Fund 50010FD – 11066CC
12.9%	\$11,250	Department of Environmental Quality Monitoring General Fund 20220FD – 10183CC

8.6% \$ 7,500 Development Services Enterprise Fund 50000FD – 10202CC
8.6% \$ 7,500 Regional Flood Control District Tax Levy Fund 20010FD –
10231CC

Funding from General Fund?

YES

If Yes Provide Total General Funds:

\$11,250.00

Percent General Funds 12.9%

Contract is fully or partially funded with Federal Funds?

NO

Were insurance or indemnity clauses modified?

NO

Vendor is using a Social Security Number?

NO

Department: Project Design and Construction

Name: Jeffrey DaCosta

Telephone: (520)724-3040

Add Procurement Department Signatures

No

Add GMI Department Signatures

No

Department Director Signature: Jeffrey DaCosta Date: 1/7/2020

Deputy County Administrator Signature: Carrie Jones Date: 1/13/2020

County Administrator Signature: John W. Kellie Date: 1/13/2020



DATE: December 8, 2025

TO: Jan Lesher, County Administrator

FROM: Rod Lane, Director Project Design & Construction *[Signature]*

Cc: Carmine DeBonis Jr., Deputy County Administrator
Bruce Collins, Procurement Director

SUBJECT: Request for Direct Selection of Professional Services from Green Valley Council

Pursuant to Board of Supervisors Policy D29.6 III.C – Direct Selection and Procurement Procedure No. PO-50, this memorandum seeks approval to select the Green Valley Council to provide services to coordinate with the County to effectively communicate and resolve issues and address community needs for County services in the Green Valley community.

Background: The county has contracted with the Green Valley Council (GVC) for the following services since 2016. GVC serves as a vital liaison between residents and multiple Pima County departments, ensuring community concerns are heard and addressed. With the Health Department and Office of Emergency Management, GVC organizes committees to provide feedback on public health issues, participate in assessments, and identify vulnerable populations. It also supports emergency preparedness by coordinating Citizen Corps activities, promoting enrollment in county alert systems, and maintaining ties with homeowners' associations to address specific needs. GVC facilitates communication with the Department of Transportation by hosting regular road maintenance and traffic meetings, producing annual road assessments, and coordinating input on public transit services like the Sun Shuttle. It also helps residents and visitors with road-related inquiries, streamlining requests that would otherwise go directly to the county. Similarly, GVC works with the Environmental Quality Department through an Environmental Committee that advises on air, water, energy, and beautification priorities. GVC also plays a role in development and land use, coordinating resident feedback on new projects and installations such as cell towers or solar facilities. With the Flood Control District and Parks Department, it reviews flood control issues, directs resident inquiries, and maintains a Parks Advisory Committee to address local park concerns. Finally, in partnership with the Wastewater Reclamation Department, GVC organizes a Community Services Committee to review wastewater issues and assists with resident questions, ensuring smooth communication with county officials. GVC acts as a bridge between Green Valley residents and Pima County government, organizing committees, screening service requests, and providing structured feedback across health, transportation, environment, development, flood control, parks, and wastewater services. Its work strengthens community engagement while helping county departments plan and respond more effectively.

Requested Action: The Public Works Administration requests Green Valley Council to be

selected with a not to exceed amount of \$87,500 for a contract term of one year with the option of four annual renewals, each term adding additional funds of \$87,500, pursuant to the Direct Select provisions of Board of Supervisors Policy D29.6, III-C.

JML

Approved as to Form: Bruce Collins Date: December 10, 2025
Bruce Collins
Procurement Director

Concur: Carmine DeBonis Jr. Date: 12/10/2025
Carmine DeBonis Jr., Deputy County Administrator

Direct Select Approved: Jan Lesher Date: 12/11/2025
Jan Lesher
County Administrator

Pima County Department of Public Works Administration Department

Project: Green Valley Council Services

**Contractor: Green Valley Coordinating Council,
DBA Green Valley Council
555 N La Canada Drive, Suite 117
Green Valley, AZ 85614**

Amount: \$87,500.00

Contract No.: PO2500036059

**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, 2026 and will terminate on December 31, 2026 ("Initial Term"). "Term," when used in this Contract, means the Initial Term plus any exercised extension options under Section 2.2. If the commencement date of the Initial Term is before the signature date of the last party to execute this Contract, the parties will, for all purposes, deem the Contract to have been in effect as of the commencement date.
- 2.2. **Extension Options.** 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.** Contractor will provide County with the services described in **Exhibit A** (2 pages), at the dates and times described on **Exhibit A** or, if **Exhibit A** contains no dates or time frames, then upon demand. The Services must comply with all requirements and specifications in the Solicitation.
4. **Key Personnel.** Contractor will employ suitably trained and skilled professional personnel to perform all consultant services under this Contract. Prior to changing any key personnel, especially those key personnel County relied upon in making this Contract, Contractor will obtain the approval of County. The key personnel include the following staff:

David McAllister Romo, MPA – Executive Director

Floanne Morgan – Customer Service Coordinator

Tanya Montalbano – Accounting Manager

Sue Tinnin – Communications Specialist

Debbie Kenyon – President, GVC, Health & Human Services

Edie Mulesky – Vice-President, GVC, Parks Advisory

Dick Roberts – Vice-President, GVC

Royal Martin – Vice-President, GVC, HOA Relations

Joanne Swartos – Treasurer

Bonnie Klahr – Emergency Response

Robert Quast – Traffic & Arroyos

Suzanne P Gross – Comm.

TBD – Planning & Architecture

5. **Compensation and Payment.**

5.1. **Rates; Adjustment.** County will pay Contractor at the rates set forth in **Exhibit B** (1 page). Those rates will remain in effect during an Extension Option period unless Contractor, at least 90 days before the end of the then-existing Term, or at the time the County informs Contractor that the County intends to extend the Term, if that is earlier, notifies County in writing of any adjustments to those rates, and the reasons for the adjustments.

5.2. **Maximum Payment Amount.** County's total payments to Contractor under this Contract, including any sales taxes, 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, payment for 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.

- 5.3. **Sales Taxes.** The payment amounts or rates in **Exhibit B** do not include sales taxes. Contractor may invoice County for sales taxes that Contractor is required to pay under this Contract. Contractor will show sales taxes as a separate line item on invoices.
- 5.4. **Timing of Invoices.** Contractor will invoice County on a monthly basis unless a different billing period is set forth in **Exhibit B**. County must receive invoices no more than 30 days after the end of the billing period in which Contractor delivered the invoiced products or services to County. County may refuse to pay for any product or service for which Contractor does not timely invoice the County and, pursuant to A.R.S. § 11-622(C), will not pay for any product or service invoiced more than 6-months late.
- 5.5. **Content of Invoices.** Contractor will include detailed documentation in support of its invoices and assign each amount billed to an appropriate line item.
- 5.6. **Invoice Adjustments.** County may, at any time during the Term and during the retention period set forth in Section 22 below, question any payment under this Contract. If 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.

6. **Insurance.** Contractor will procure and maintain at its own expense insurance policies (the "**Required Insurance**") satisfying the below requirements (the "**Insurance Requirements**") until all its obligations under this Contract have been met. The below Insurance Requirements are minimum requirements for this Contract and in no way limit Contractor's indemnity obligations under this Contract. 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.
 - 6.1. **Insurance Coverages and Limits:** Contractor will procure and maintain, until all its obligations have been discharged, coverage with limits of liability not less than those stated below. Coverage must be placed with insurers acceptable to the County with A.M. Best rating of not less than A-VII, unless otherwise approved by the County.
 - 6.1.1. **Commercial General Liability (CGL)** – Occurrence Form with limits not less than \$2,000,000 Each Occurrence and \$2,000,000 General Aggregate. Policy shall include coverage for liability arising from premises, operations, independent contractors, personal injury, bodily injury, broad form contractual liability and products-completed operations. Any standard coverages excluded from the CGL policy, such as products/completed operations, etc. shall be covered by endorsement or separate policy and documented on the Certificates of Insurance.
 - 6.1.2. **Business Automobile Liability** – Coverage for bodily injury and property damage on any owned, leased, hired, and/or non-owned autos assigned to or used in the performance of this Contract with minimum limits not less than \$1,000,000 Each Accident.

- 6.1.3. Workers' Compensation and Employers' Liability – Statutory coverage for Workers' Compensation. Workers' Compensation statutory coverage is compulsory for employers of one or more employees. Employers Liability coverage with limits of \$1,000,000 each accident and \$1,000,000 each employee – disease.
- 6.1.4. Professional Liability (E & O) Insurance – This insurance is required for work from professionals whose coverage is excluded from the above CGL policy. The policy limits shall be not less than \$2,000,000 Each Claim and \$2,000,000 Annual Aggregate. The insurance shall cover professional misconduct or negligent acts of anyone performing any services under this contract.

6.2. Additional Coverage Requirements:

- 6.2.1. Claims Made Coverage: If any part of the Required Insurance is written on a claims-made basis, any policy retroactive date must precede the effective date of this Contract, and Contractor must maintain such coverage for a period of not less than three (3) years following Contract expiration, termination or cancellation.
- 6.2.2. Additional Insured Endorsement: The General Liability, Business Automobile Liability and Technology E&O Policies shall each be endorsed to include Pima County, its departments, districts, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor.
- 6.2.3. Subrogation Endorsement: The General Liability, Business Automobile Liability, Workers' Compensation and Technology E&O Policies shall each contain a waiver of subrogation endorsement in favor of Pima County, and its departments, districts, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.
- 6.2.4. Primary Insurance Endorsement: The Required Insurance policies must stipulate that they are primary and that any insurance carried by County, or its agents, officials, or employees, is excess and not contributory insurance.
- 6.2.5. The Required Insurance policies may not obligate County to pay any portion of Contractor's deductible or Self Insurance Retention (SIR).
- 6.2.6. Subcontractors: Contractor must either (a) include all subcontractors as additional insureds under its Required Insurance policies, or (b) require each subcontractor to separately meet all Insurance Requirements and verify that each subcontractor has done so, Contractor must furnish, if requested by 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.

6.3. 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.

6.4. Verification of Coverage:

- 6.4.1. 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.
- 6.4.2. 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.
- 6.4.3. 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.
- 6.4.4. All insurance certificates must be sent directly to the appropriate County Department.

6.5. Approval and Modifications:

The Pima County Risk Manager may modify the Insurance Requirements at any point during the Term of this Contract. This can be done administratively, with written notice from the Risk Manager and does not require a formal Contract amendment. Neither the 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.

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

judgment costs for any Claim to which this indemnity applies. This indemnity will survive the expiration or termination of this Contract.

8. Laws and Regulations.

- 8.1. **Compliance with Laws.** Contractor will comply with all federal, state, and local laws, rules, regulations, standards and Executive Orders.
- 8.2. **Licensing.** Contractor warrants that it is appropriately licensed to provide the services under this Contract and that its subcontractors will be appropriately licensed.
- 8.3. **Choice of Law; Venue.** The laws and regulations of the State of Arizona govern the rights and obligations of the parties under this Contract. Any action relating to this Contract must be filed and maintained in the appropriate court of the State of Arizona in Pima County.
9. **Independent Contractor.** Contractor is an independent contractor. Neither Contractor, nor any of Contractor's officers, agents or employees will be considered an employee of Pima County for any purpose or be entitled to receive any employment-related benefits, or assert any protections, under the Pima County Merit System. Contractor is responsible for paying all federal, state and local taxes on the compensation received by Contractor under this Contract and will indemnify and hold County harmless from any and all liability that County may incur because of Contractor's failure to pay such taxes.
10. **Subcontractors.** Contractor is fully responsible for all acts and omissions of any subcontractor, and of persons directly or indirectly employed by any subcontractor, and of persons for whose acts any of them may be liable, to the same extent that the Contractor is responsible for the acts and omissions of its own employees. Nothing in this Contract creates any obligation on the part of County to pay or see to the payment of any money due any subcontractor, except as may be required by law.
11. **Assignment.** Contractor may not assign its rights or obligations under this Contract, in whole or in part, without the County's prior written approval. County may withhold approval at its sole discretion.
12. **Non-Discrimination.** Contractor will comply with all provisions and requirements of Arizona Executive Order 2009-09, which is hereby incorporated into this contract, including flow-down of all provisions and requirements to any subcontractors. During the performance of this Contract, Contractor will not discriminate against any employee, client or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin.
13. **Americans with Disabilities Act.** Contractor will comply with Title II of the Americans with Disabilities Act (Public Law 110-325, 42 U.S.C. §§ 12101-12213) and the federal regulations for Title II (28 CFR Part 35).
14. **Authority to Contract.** Contractor warrants its right and power to enter into this Contract. If any court or administrative agency determines that 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.

15. **Full and Complete Performance.** The failure of either party to insist, in one or more instances, upon the other party's complete and satisfactory performance under this Contract, or to take any action based on the other party's failure to completely and satisfactorily perform, is not a waiver of that party's right to insist upon complete and satisfactory performance, or compliance with any other covenant or condition in this Contract, either in the past or in the future. The acceptance by either party of sums less than may be due and owing it at any time is not an accord and satisfaction.
16. **Cancellation for Conflict of Interest.** This Contract is subject to cancellation for conflict of interest pursuant to A.R.S. § 38-511, the pertinent provisions of which are incorporated into this Contract by reference.
17. **Termination by County.**
 - 17.1. **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.
 - 17.2. **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.
 - 17.3. **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.
18. **Notice.** Any notice required or permitted to be given under this Contract must be in writing and be served by personal delivery or by certified mail upon the other party as follows:

COUNTY

Carmine DeBonis, Jr.
Deputy County Administrator - Public Works
Pima County Public Works Administration
130 W. Congress, 10th Floor
Tucson, AZ 85701
(520) 724-8480
Email: Carmine.DeBonis@pima.gov

CONTRACTOR

Debbie Kenyon
President
Green Valley Council
555 N. La Canada Drive, Suite 117
Green Valley, AZ 85614
(520) 648-1936
Email: info@gvcouncil.org

19. **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.
20. **Remedies.** Either party may pursue any remedies provided by law for the breach of this Contract. No right or remedy is intended to be exclusive of any other right or remedy and each is cumulative and in addition to any other right or remedy existing at law or at equity or by virtue of this Contract.

21. **Severability.** Each provision of this Contract stands alone, and any provision of this Contract found to be prohibited by law will be ineffective to the extent of such prohibition without invalidating the remainder of this Contract.
22. **Books and Records.** Contractor will keep and maintain proper and complete books, records and accounts, which will be open at all reasonable times for inspection and audit by duly authorized representatives of 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.
23. **Public Records.**
 - 23.1. **Disclosure.** Pursuant to A.R.S. § 39-121 et seq., and A.R.S. § 34-603(H) in the case of construction or Architectural and Engineering services procured under A.R.S. Title 34, Chapter 6, all documents submitted in response to the solicitation resulting in award of this Contract, including, but not limited to, pricing schedules, product specifications, work plans, and any supporting documents, are public records. As such, those documents are subject to release and/or review by the general public upon request, including competitors.
 - 23.2. **Records Marked Confidential; Notice and Protective Order.** If Contractor reasonably believes that some of those records contain proprietary, trade-secret or otherwise-confidential information, Contractor must prominently mark those records "CONFIDENTIAL." In the event a public-records request is submitted to 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.
24. **Legal Arizona Workers Act Compliance.**
 - 24.1. **Compliance with Immigration Laws.** Contractor hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to its employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Contractor will further ensure that each subcontractor who performs any work for Contractor under this Contract likewise complies with the State and Federal Immigration Laws.
 - 24.2. **Books & Records.** 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.
 - 24.3. **Remedies for Breach of Warranty.** Any breach of Contractor's or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, is a material breach of this Contract subjecting Contractor to penalties up to and including suspension or termination of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, Contractor will be required to take such steps as may be necessary to either self-

perform the services that would have been provided under the subcontract or retain a replacement subcontractor, as soon as possible so as not to delay project completion. Any additional costs attributable directly or indirectly to such remedial action are the responsibility of Contractor.

24.4. Subcontractors. Contractor will advise each subcontractor of County's rights, and the subcontractor's obligations, under this Section 24 by including a provision in each subcontract substantially in the following form:

"Subcontractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to

Subcontractor's employees, and with the requirements of A.R.S. § 23-214 (A). Subcontractor further agrees that 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."

25. Grant Compliance. Not Applicable.

26. 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.

27. Forced Labor of Ethnic Uyghurs. Pursuant to A.R.S. § 35-394, if Contractor engages in for-profit activity and has 10 or more employees, Contractor certifies it is not currently using, and agrees for the duration of this Contract to not use (1) the forced labor of ethnic Uyghurs in the People's Republic of China; (2) any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; and (3) any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China. If Contractor becomes aware during the term of the Contract that Contractor is not in compliance with A.R.S. § 35-394, Contractor must notify the County within five business days and provide a written certification to County regarding compliance within one hundred eighty days.

28. Heat Injury and Illness Prevention and Safety Plan. Pursuant to Pima County Procurement Code 11.40.030, Contractor hereby warrants that if Contractor's employees perform work in an outdoor environment under this Contract, Contractor will keep on file a written Heat Injury and Illness Prevention and Safety Plan. At County's request, Contractor will provide a copy of this plan and documentation of heat safety and mitigation efforts implemented by Contractor to prevent heat-related illnesses and injuries in the workplace. Contractor will post a copy of the Heat Injury and Illness Prevention and Safety Plan where it is accessible to employees. Contractor will further ensure that each subcontractor who performs any work for Contractor under this Contract complies with this provision.

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

30. **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

Rex Scott
Chair, Board of Supervisors

Date

CONTRACTOR

Debbie Kenyon
President of Green Valley Council

12/16/2025
Date

ATTEST

Clerk of the Board

Date

APPROVED AS TO CONTENT

Carmine DeBonis, Jr.
Deputy County Administrator

Date

APPROVED AS TO FORM

Cindy Nguyen
Deputy County Attorney

Cindy Nguyen
Print DCA Name

12/15/25
Date

REGIONAL FLOOD CONTROL DISTRICT
A taxing authority of the State of Arizona

Rex Scott, Chair, Board of Directors of
The Pima County Flood Control District

Date

ATTEST

Clerk of the Board of Directors
of Pima County Flood Control District

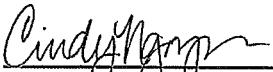
Date

RECOMMENDED FOR APPROVAL

Jan Lesher, General Manager
The Pima County Flood Control District

Date

APPROVED AS TO FORM



Deputy County Attorney

Cindy Nguyen

Print DCA Name

12/15/25

Date

EXHIBIT A (2 Pages)

Scope of Services

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, participate in public health assessments, and identification of access and functional needs populations;
- b. In consultation with HD, GVC will compile and screen prioritization of Green Valley service requests related to pandemic health changes, personal protective equipment and food supply needs;
- c. GVC will participate in Healthy Pima initiatives and strategic planning, building Community Health Needs Assessments and Community Health Improvement Plans;
- d. 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;
- e. GVC will promote community enrollment in myalerts.pima.gov for rapid emergency notifications and messages; and
- f. 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 PCDEQ for budget planning purposes;

EXHIBIT A - SCOPE OF SERVICES
(Page 2 of 2)

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

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.

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.

EXHIBIT B - PAYMENT
(1 Page)

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.

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.

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. Invoice Adjustments

County may, at any time during the Term and during the retention period set forth in Section 22 above, 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