



Contract Number: CT-CD-13\*344  
 Effective Date : 12-04-2012  
 Term Date : \_\_\_\_\_  
 Cost : \$50,000  
 Revenue : \_\_\_\_\_  
 Total : \$50,000 NTE: \_\_\_\_\_  
 Action  
 Renewal By : \_\_\_\_\_  
 Term : \_\_\_\_\_  
 Reviewed by: VB

**BOARD OF SUPERVISORS AGENDA ITEM SUMMARY**

Requested Board Meeting Date: December 04, 2012

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

Authorization of Contract # CTCD\*130000000000000000344 between Southern Arizona Community Sports Inc, and Pima County Community Development and Neighborhood Conservation Department for the Community Sports Center project in the amount of \$50,000.00.

CONTRACT NUMBER (If applicable): CTCD\*130000000000000000344

**STAFF RECOMMENDATION(S):**

Staff recommends approval by the Board of Supervisors.

CORPORATE HEADQUARTERS: Tucson, Arizona

TO CHH 11-26-2012  
 TO COB  
 Agenda 12-04-2012  
 Addendum (3)

RECEIVED  
 11/26/12

CLERK OF BOARD USE ONLY: BOS MTG. \_\_\_\_\_

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

PIMA COUNTY COST: \$50,000.00 and/or REVENUE TO PIMA COUNTY: \$

FUNDING SOURCE(S): INDIAN GAMING  
(i.e. General Fund, State Grant Fund, Federal Fund, Stadium D. Fund, etc.)

**Advertised Public Hearing:**

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

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

**IF APPROVED:**

Authorization of Contract # CTCD\*13000000000000000344 between Southern Arizona Community Sports Inc, and Pima County Community Development and Neighborhood Conservation Department for the Community Sports Center project in the amount of \$50,000.00.

**IF DENIED:**

Shall not Authorize Contract # CTCD\*13000000000000000344 between Southern Arizona Community Sports Inc, and Pima County Community Development and Neighborhood Conservation Department for the Community Sports Center project in the amount of \$50,000.00.

DEPARTMENT NAME: Community Development and Neighborhood Conservation

CONTACT PERSON: DEWEY COOPER TELEPHONE NO.: 243-6779



from the Nation but no later than January 1, 2013, Pima County shall distribute the Contribution payment to Grantee.

3. Fees. Pima County shall not charge Grantee and shall waive any applicable administrative or other fees related to this Grant and shall not deduct any funds from the amount designated for contribution to the Grantee.
4. Dispute Resolution. The parties mutually agree that any disputes arising between them pursuant to this Grant shall be resolved through informal dispute resolution. In the event of a dispute, both Grantee and Pima County must notify the Nation within five business days. All disputes that cannot be resolved through informal dispute resolution shall be brought in a court of the State of Arizona in Pima County.
5. Reports. No later than July 31, 2013, Grantee shall provide a report to Pima County explaining how and when the funds provided under this Grant were used. This report may be in the form of an affidavit signed by an officer of Grantee and may be accompanied by supporting documentation. The report shall address changes in the scope of the project, purchases funded under this Grant, the total expenses under the project, a brief description of who has benefited from this Grant and Grantee's future plans with regard to the project and purchases made under this Grant.
6. Notices. Any notice, consent or other communication required or permitted under this Grant shall be in writing and shall be deemed received at the time it is personally delivered, on the day it is sent by facsimile transmission or electronic mail, on the second day after its deposit with any commercial air courier or express service, or if mailed, three (3) days after the notice is deposited in the United States mail. Addressed as follows:

If to Pima County: Margaret Kish, Director  
Pima County Community Development  
2797 E. Ajo Way  
Tucson, Arizona 85713  
[Margaret.Kish@pima.gov](mailto:Margaret.Kish@pima.gov)  
Fax: 520-243-6796

If to Grantee: Donald J. Tringali, Executive Director  
Southern Arizona Community Sports, Inc.  
1551 E. Paseo Pavon  
Tucson, Arizona 85718  
[info@soazcommunitysports.org](mailto:info@soazcommunitysports.org)  
FAX: 520.575.0159

Any period of time stated in a notice shall be computed from the time the notice is deemed received. Either party may change its mailing address or the person to receive notice by notifying the other parties as provided in this paragraph.

7. Term of Grant. The term of this Grant shall begin on the date of execution by all parties, and shall terminate on July 13, 2013, unless sooner terminated or extended pursuant to a written amendment signed by the Parties.
8. No Waiver. Except as otherwise expressly provided in this Grant, any failure or delay by any party in asserting any of its rights or remedies as to any default, shall not operate as a waiver of any default, or of any such rights or remedies, or deprive any such party of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert, or enforce any such rights or remedies.
9. Severability. If any provision of this Grant shall be found invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of this Grant shall not be affected thereby and shall be valid and enforceable to the fullest extent permitted by law.
10. Compliance with Laws. Grantee shall comply with all Federal, State, and Local laws, rules, regulations, standards and Executive Orders, without limitation to those designated within this Grant. Any changes in the governing laws, rules and regulations during the terms of this Grant shall apply, but do not require an amendment.
11. Independent Contractor. The status of the Grantee shall be that of an independent contractor. Neither Grantee, nor Grantee's officers, agents or employees shall be considered an employee of Pima County or be entitled to receive any employment-related fringe benefits under the Pima County Merit System. Grantee shall be responsible for payment of all federal, state and local taxes associated with the compensation received pursuant to this Grant and shall indemnify and hold Pima County harmless from any and all liability which Pima County may incur because of Grantee's failure to pay such taxes. Grantee shall be solely responsible for Program development and operation.
12. Subcontractor. Grantee will be 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 Grantee is responsible for the acts and omissions for persons directly employed by it. Nothing in this Grant shall create any obligations on the part of Pima County to pay or see to the payment of any money due any subcontractor, except as may be required by law.
13. Assignment. Grantee shall not assign its rights to this Grant, in whole or in part, without prior written approval of Pima County. Approval may be withheld at the sole discretion of Pima County, provided that such approval shall not be unreasonably withheld.

14. Nondiscrimination. Grantee agrees to comply with all provisions and requirements of Arizona Executive Order 2009-09 **including flow down of all provisions and requirements to any subcontractors.** Executive Order 2009-09 supersedes Executive order 99-4 and amends Executive order 75-5 and may be viewed and downloaded at the Governor of the State of Arizona's website [http://www.azgovernor.gov/dms/upload/EO\\_2009\\_09.pdf](http://www.azgovernor.gov/dms/upload/EO_2009_09.pdf) which is hereby incorporated into this contract as if set forth in full herein. During the performance of this contract, Grantee shall not discriminate against any employee, client or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin.
15. Americans with Disabilities Act. Grantee shall 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.
16. Authority to Contract. Grantee warrants its right and power to enter into this Grant. If any court or administrative agency determines that Pima County does not have authority to enter into this Grant, Pima County shall not be liable to Grantee or any third party by reason of such determination or by reason of this Grant.
17. Cancellation for Conflict of Interest. This Grant is subject to cancellation for conflict of interest pursuant to A.R.S. § 38-511, the pertinent provisions of which are incorporated into this Grant by reference.
18. Remedies. Either of the parties may pursue any remedies provided by law for the breach of this Grant. No right or remedy is intended to be exclusive of any other right or remedy and each shall be cumulative and in addition to any other right or remedy existing at law or at equity or by virtue of this Grant.
19. Legal Arizona Workers Act Compliance
  - 19.1 Grantee hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to AGENCY'S employment of its employees, and with the requirements of A.R.S. § 23-214(A) (together the "State and Federal Immigration Laws"). AGENCY shall further ensure that each subcontractor who performs any work for AGENCY under this contract likewise complies with the State and Federal Immigration Laws.
  - 19.2 Pima County shall have the right at any time to inspect the books and records of and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.
  - 19.3 Any breach of Grantee's or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, shall be deemed to be a material breach of this Contract subjecting Grantee 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, Grantee shall 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.

19.4 Grantee shall advise each subcontractor of Pima County's rights, and the subcontractor's obligations, under this Article 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 Pima 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 will be deemed to be a material breach of this contract subjecting SUBCONTRACTOR to penalties up to and including suspension or termination of this contract.”

19.5 Any additional costs attributable directly or indirectly to remedial action under this Article shall be the responsibility of Grantee. In the event that remedial action under this Article results in delay to one or more tasks on the critical path of Grantee's approved construction or critical milestones schedule, such period of delay shall be deemed excusable delay for which Grantee shall be entitled to an extension of time, but not costs.

20. Scrutinized Business Operations Pursuant to A.R.S. §§ 35-391.06 and 393.06, Grantee hereby certifies that it does not have scrutinized business operations in Iran or Sudan. The submission of a false certification by Grantee may result in action up to and including termination of this contract.

21. Public Information.

21.1 Pursuant to A.R.S. § 39-121 et seq., and A.R.S. § 34-603(G) in the case of construction or Architectural and Engineering services procured under A.R.S. Title 34, Chapter 6, all information submitted in response to this solicitation, including, but not limited to, pricing, product specifications, work plans, and any supporting data becomes public information and upon request, is subject to release and/or review by the general public including competitors.

21.2 Any records submitted in response to this solicitation that respondent believes constitute proprietary, trade secret or otherwise confidential information must be appropriately and prominently marked as CONFIDENTIAL by respondent prior to the close of the solicitation.

21.3 Notwithstanding the above provisions, in the event records marked CONFIDENTIAL are requested for public release pursuant to A.R.S. § 39-121 et seq., County shall release records marked CONFIDENTIAL ten (10) business days after the date of notice to the respondent of the request for release, unless respondent has, within the ten day period, secured a protective order, injunctive relief or other appropriate order from a court of competent jurisdiction, enjoining the release of the records. For the purposes of this paragraph, the day of the request for release shall not be counted in the time calculation. Respondent shall be notified of any request for such release on the same day of the request for public release or as soon thereafter as practicable.

21.4 Pima County shall not, under any circumstances, be responsible for securing a protective order or other relief enjoining the release of records marked CONFIDENTIAL, nor shall Pima County be in any way financially responsible for any costs associated with securing such an order.

22. Non-Appropriation Notwithstanding any other provision in this Agreement, this Agreement may be terminated if for any reason there are not sufficient appropriated and available monies for the purpose of maintaining Pima County or other public entity obligations under this Agreement. In the event of such termination, Pima County shall have no further obligation to Grantee, other than for services rendered prior to termination.

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK**

23. Entire Agreement This document constitutes the entire agreement between the parties pertaining to the subject matter hereof, and all prior or contemporaneous agreements and understandings, oral or written, are hereby superseded and merged herein. This Agreement may be modified, amended, altered or extended only by a written amendment signed by the parties.

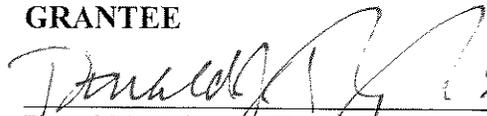
IN WITNESS THEREOF, the parties have affixed their signatures to this Agreement on the date written below.

**PIMA COUNTY**

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

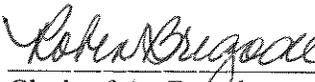
Date: DEC 04 2012

**GRANTEE**

  
\_\_\_\_\_  
Donald J. Tringali, Executive Director  
Southern Arizona Community Sports, Inc.

Date: 11-13-12

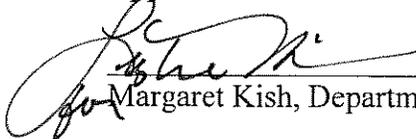
ATTEST:

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

DEC 04 2012

Date

Approved as to content:

  
\_\_\_\_\_  
Margaret Kish, Department Head

Approved as to form:

  
\_\_\_\_\_  
Karen S. Friar  
Deputy County Attorney

**EXHIBIT "A"**

<u>Program</u>	<u>Contribution</u>
Southern Arizona Indoor Sports Center	\$50,000.00
	<b>TOTAL \$50,000.00</b>