

CONTRACT FOR EDUCATIONAL SERVICES  
between  
SANTA CRUZ COUNTY  
by and through the  
SANTA CRUZ COUNTY SCHOOL SUPERINTENDENT  
and the  
TUBAC FIRE DEPARTMENT  
for the purpose of  
IMPLEMENTING A YOUTH SUMMER PROGRAM

This Contract for Educational Services (hereinafter "Agreement") is between Santa Cruz County (hereinafter "the County"), a body politic and subdivision of the State of Arizona, by and through the Santa Cruz County School Superintendent's Office, (hereinafter "SCCSSO") a duly elected official of the County, and the Tubac Fire District (hereinafter "Tubac Fire"), a public service district.

**RECITALS**

WHEREAS, Tubac Fire provides fire and emergency medical services, and seeks to serve local youth and other community stakeholders to implement summer programming, "The Fire Safety Camp," to expose students to the daily life of a firefighter in a hands-on and engaging manner.

WHEREAS, SCCSSO wishes to partner with Tubac Fire to offer summer programming and,

WHEREAS, the County and Tubac Fire are statutorily authorized to enter contracts under A.R.S. §§ 10-2005(7), 10-302(7), 11-952 and/or 48-805.

NOW THEREFORE, in consideration of the foregoing recitals and the mutual promises and conditions set forth below, which are hereby incorporated by reference, the County, the SCCSSO, and Tubac Fire, agree as follows:

**AGREEMENT**

- I. **Purpose.** The purpose of this Agreement is to implement the Fire Safety Summer Camp to the youth of Santa Cruz County.
- II. **Term.** This Agreement shall be effective once signed by all Parties (the County, the SCCSSO, and Tubac Fire) and shall remain in effect until August 1, 2026. Pending availability of funds, this Agreement may be extended for up to three additional one (1) year terms upon written Extension or Amendment to this Agreement, signed by all Parties.

**III. Funding.**

- A. Source. Funding for services provided through this agreement will be provided through a grant to the SCCSSO by a South 32 Community Investment Agreement.
- B. Accounting for Funds. Tubac Fire will submit an invoice to the Santa Cruz County School Superintendent's Office that indicates the amount spent on instructors and supplies.

**IV. Duties.**

A. The SCCSSO shall:

1. Direct and oversee the summer camp program and related activities.
2. Provide leadership and support to the partners participating in the project.
3. Approve the Tubac Fire Summer Plan.
4. Approve all staff involved with the Tubac Fire Summer Program.
5. Ensure staff is well qualified.
6. Provide the required resources (e.g. equipment and supplies) or funding for such as described in the Tubac Fire's approved Summer Plan.
7. Ensure that the project is implemented as approved and in compliance with applicable laws, regulations, and directives. SCCSSO will take appropriate action to include terminating this agreement if the project is not implemented as approved.
8. Act as fiscal agent for the project.
9. Inform Tubac Fire of any directives or communication from the granting agency or other agency that impacts program services, reporting, or finances.
10. Pay the partner, within forty-five (45) days of receiving an invoice.

B. Tubac Fire shall:

1. Provide management staff to develop and operate the program as described in the approved summer program application and related written communications.
2. Maintain and administer the budget.
3. Establish a location through which management and communication will take place.
4. Provide for the establishment and implementation of the proposed program services.
5. Ensure staff is well qualified and meet the specifications established by the SCCSSO.
6. In providing services to program participants provide for the establishment of services that are sufficiently comprehensive to maintain compliance at all

levels, provide for the establishment of appropriate evaluation services, provide for the establishment of an appropriate array of program options and related services.

7. Provide for staff recruitment and development including in-service training of staff in accordance with the approved proposal and approved program revisions.
8. Provide for the establishment of a program and personnel evaluation plan that assures appropriate professional and participant input to assure high quality services. Tubac Fire shall be responsible for selection, supervision, retention and discipline of said employees and staff.
9. Conduct program activities as described in Exhibit A, Scope of Work, which is incorporated herein by reference.
11. Tubac Fire shall submit to the SCCSSO program progress reports and fiscal reports including actual expenditures as required by dates specified by the SCCSSO that comply with the program reporting requirements.
12. Tubac Fire may delegate all administrative and management duties to the assigned Tubac Fire Director.

**V. Termination and Withdrawals**

- A. Termination for Convenience. This Agreement can be terminated by any Party with thirty (30) days written notice to the other Parties.
- B. Liability of Obligations Prior to Withdrawal. A withdrawing Party shall remain liable for any debts, liabilities or obligations incurred by that Party prior to giving a written notice of termination.
- c. Conflict of Interest. The County may cancel this agreement without penalty or further obligation pursuant to A.R.S. §38-511, the relevant portions of which are hereby incorporated by reference.

**VI. Inspection and Audit.** All books, accounts, files, reports and other records relating to this contract shall be subject, at all reasonable times, to inspection and audit by the SCCSSO.

**VII. Non-Appropriation.** Tubac Fire acknowledges that the County is a governmental entity and the Agreement validity is based upon the availability of public funding under its authority. In the event that public funds are unavailable and not appropriated for the County's obligations under this Agreement, then this Agreement shall automatically expire without penalty to the County after written notice to Tubac Fire of the unavailability and non-appropriation of public funds. It is expressly agreed that the County shall not utilize the non-appropriation provision

for its convenience or to circumvent the requirements of this Agreement, but only as an emergency fiscal measure.

**VIII. Disposition of Property and Funds.** In the event of defunding of the program or the complete rescission or other final termination of this agreement OR upon expiration and non-renewal of the program, any property interest remaining shall be disposed as follows:

- A. Property purchased with state or federal funds shall be disposed of according to such rules and regulations as outlined by the State Department of Education or appropriate federal agency. Absent any rules or regulations to the contrary, any such property interest shall be returned to the County
- B. Tubac Fire will maintain and keep in storage records and papers for the period determined by law.

**IX. Amendments.** This Agreement may be amended through written agreement of both the County and Tubac Fire, provided that if any amendment is to further carry out the purposes of the agreement. If the Amendment contemplated does not create or alter a financial obligation of the County or extend the term of the Agreement, then the SCCSSO may execute such Amendment without the need for approval by the County Board of Supervisors. Such Amendments include the respective Duties contemplated by Section IV, delegation of tasks under Exhibit A (Scope of Work), and other similar changes. All Amendments shall be effective upon the date of final execution of the parties, IX. Insurance and Indemnification.

- A. Insurance. The County and Tubac Fire each agree to obtain and maintain throughout the duration of this Agreement public liability insurance, in an amount mutually agreed upon by the parties to be adequate but in no event less than \$2,000,000 to insure each for any reasonably foreseeable risk of either party.
- B. Indemnification. To the extent permitted by law and notwithstanding any liability insurance or other conditions of this Agreement, each party hereby covenants and agrees to indemnify, defend and hold harmless the other party, its officials, officers, employees, contractors and agents for, from and against all suits, actions, legal or administrative proceedings, claims, demands or damages of any kind or nature relating to this Agreement to the extent arising out of any act or omission of the indemnifying party, its officials, officers, employees, contractors, agents and/or anyone acting under its direction or control whether intentional or negligent, in connection with or incidental to this Agreement.

## **X. Miscellaneous Provisions**

- A. Full and Complete Understanding. This Agreement, including any and all Exhibits, shall constitute the full and complete understanding of the parties. Any alterations, variations, modifications or waivers of provisions of this agreement shall be valid only when they have been reduced to writing, signed by all Parties, and attached to the original of this Agreement.
- B. Program and Service Designs. Program and service designs shall be approved the Santa Cruz County Superintendent of Schools or their designated administrator.
- C. Non-Assignment. This Agreement shall not be subject to assignment either in whole or in part by the County, or Tubac Fire without the written consent of all Parties.
- D. Non-Discrimination. During the performance of this Agreement, all Parties agree to comply with all applicable laws, rules and executive orders regarding non-discrimination, affirmative action, and equal employment opportunity, including Americans with Disabilities Act, Title VII of the Civil Rights Act of 1964, Title IX of the Education Amendments Act of 1972, and Section 504 of the Rehabilitation Act of 1973, The Immigrations Control and Reforms Act of 1986, and Arizona Executive Order 2009-09 and both parties agree not to discriminate against any person on the basis of race, color, sex, religion, national origin, age, or handicap.
- E. Governing Law. This Agreement shall be construed under the laws of the State of Arizona and shall incorporate by reference all laws governing mandatory contract provisions of state agencies required by statute or executive order.
- F. Compliance with Federal Immigration Laws and Regulations. Each party warrants that it complies with all Federal Immigration laws and regulations that relate to its employees and complies with A.R.S. § 23-214.A. Each party acknowledges that pursuant to A.R.S. § 41-4401, a breach of this warranty is a material breach of this contract subject to penalties up to and including termination of this contract, and that the either party retains the legal right to inspect the papers of any employee who works on the contract to ensure compliance with this warranty.
- G. Worker's Compensation. This Agreement shall not create an employment relationship between any employee of the County or SCCSSC) with the BCG nor between any employee of the Tubac Fire with the County or SCCSS. Each employer shall be solely liable for any workers' compensation benefits which may accrue.

- H. **Notice.** All notices, requests for payment, or other correspondence between the parties regarding this Agreement shall be mailed or delivered to the respective parties by first class mail, return receipt requested at the following address:

Santa Cruz County School Superintendent's Office  
Maya M. Donnelly  
21 E. Court Street  
Nogales, AZ 85621

Ben Guerrero  
Fire Chief  
Tubac Fire District  
PO Box 2281  
Tubac, Az. 85646  
(520) 398-2255 Ext. 7101  
Email: Bguerrero@tubacfire.org

**XI. Boycott of Israel Prohibited.** The parties hereby warrant and represent that they are not currently engaged in and agree for the duration of this Agreement, not to engage in a boycott of Israel as proscribed by A.R.S. § 35-393.01 et seq.

**XII. Prohibition against Forced Labor of Ethnic Uyghurs.** Pursuant to A.R.S. § 35-394 (effective September 24, 2022), each Party certifies that it does not currently, and agrees for the duration of the contract that it will not, use: the forced labor of ethnic Uyghurs in the People's Republic of China; any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; any contractors, subcontractors, or suppliers that use forced or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China. Each Party agrees that upon becoming aware during the term of the contract that it is not in compliance with the certification, that Party shall notify the other Party within five business days of becoming aware of the noncompliance. If either Party does not provide the other Party with written certification of having remedied the noncompliance within one hundred eighty days of notifying the other Party of the noncompliance, the agreement terminates, except that if the agreement termination date occurs before the end of the remedy period, the agreement terminates on the agreement termination date.

**XIII. Severability.** Should any portion, term, condition or provision of this agreement be decided by a court of competent jurisdiction to be illegal or in conflict with any law of the State of Arizona, or be otherwise rendered unenforceable or ineffectual, the validity of the remaining portions, terms, conditions or provisions shall not be affected thereby.

**XIV. Waiver of Conflict.** Santa Cruz County, by and through the Santa Cruz County School Superintendent, has chosen attorneys from the Civil Division of the Santa Cruz County

ATTEST

  
\_\_\_\_\_  
Alma Schultz, Clerk of the Board  
Santa Cruz County

5/13/2026  
\_\_\_\_\_  
Date

The undersigned attorney/designee, for each of the respective parties as identified below, have determined pursuant to A.R.S. 11-952(D) that the foregoing Intergovernmental Agreement is in proper form and is within the powers and authority granted under the laws of this State to their respective clients.

Dated this 13<sup>th</sup> day of May, 2026.

  
\_\_\_\_\_  
Santa Cruz County Attorney

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2026.

\_\_\_\_\_  
Attorney for Tubac Fire

Attorney's Office ("County Attorney's Office") to act as their attorney for purposes of preparing and reviewing this Agreement. Regardless of any relationship that Tubac Fire or any related fire district may have with the County, Tubac Fire has obtained alternate counsel. Tubac Fire understands and acknowledges that the County Attorney's Office is not acting as their attorney in this matter. To the extent any conflict of interest arises therefrom, each party expressly waives any such conflict.

Signature Page

The individuals signing below represent and warrant that they are duly authorized to execute and deliver this Agreement on behalf of the Parties.

Authorized Signatures:

SANTA CRUZ COUNTY BOARD OF SUPERVISORS

  
\_\_\_\_\_  
John Fanning, Board Chairman

5/13/2020  
\_\_\_\_\_  
Date

TUBAC FIRE  
  
\_\_\_\_\_  
Signature

5/29/20  
\_\_\_\_\_  
Date

Board Chairman  
\_\_\_\_\_  
Name, Position

## **EXHIBIT A: SCOPE OF WORK**

**CONTRACTOR:** Tubac Fire District

**PROGRAM:** Santa Cruz County School Superintendent's Office Summer Camp Program

### **I. PROGRAM OVERVIEW**

- a. Santa Cruz County, as a grantee of the South 32 Community Investment Smarty Grant, proposes to contract with the Tubac Fire District to conduct the fire Safety Summer Camp.
- b. As part of this effort, Santa Cruz County is entering into an agreement with Tubac Fire District to conduct project activities for the Tubac Fire District target students.

Unless otherwise specified herein, participation in programs and activities financially assisted in whole or in part by this Contract shall be open to citizens of the United States, lawfully admitted permanent resident aliens, lawfully admitted refugees and parolees, and other individuals authorized by the U.S. Attorney General to work in the United States.

### **II. PROGRAM ACTIVITIES**

**A. General SCCSSO operations and implementation. Tubac Fire District shall:**

#### **1. Programmatic:**

- a. Assign a staff person to work with the Santa Cruz County Superintendent's Office (SCCSSO) who will be point of contact and responsible for the implementation of summer camp.
- b. In conjunction with the SCCSSO, supervise the program and operations at Tubac Fire.
- c. Disseminate information and conduct outreach activities to market Program to the community at large.
- d. Coordinate Project activities and services with school administration and coordinate Project partner activities within Tubac Fire to further the requirements and benefits of the Project.
- e. Build community and business engagement in the Project, including supporting the infrastructure and data collection plans.

#### **2. Administrative:**

- a. Provide documentation of funding for participating students.
- b. Participate in planned meetings with partners, as necessary, to:
  - i. Review curriculum content and sequence;

- ii. Review student status, retention and progression;  
and
- iii. Address unanticipated barriers.
- c. Participate in the evaluation of the project. All student data will remain confidential.
- d. Ensure activities are conducted in compliance with all state, local and federal laws and regulations applicable to the program.

**III. PERFORMANCE REQUIREMENTS**

Tubac Fire shall, in conjunction with the SCCSSO, work to ensure and strives for and reports progress in meeting the following performance measures, goals, objectives, and outcomes.

**IV. BUDGET**

The following financial and or resource assistance will be provided as described:

Funding Dates:	June 1– June 12
Summer program supplies:	\$
Instructors:	\$
Total:	\$2,500

All assistance is contingent on continuation of Federal funding. Budget modifications, if sought, can be conducted during the contract period.

**V. REPORTS**

- A. Tubac Fire and its Instructors shall submit to the County reports as determined to measure progress.
- B. Final invoices ("payment requests") for compensation earned and costs incurred, and an accounting of match funds earned.
- C. One program report of program activities and student outcomes within ten (10) days after the end of the term of this Contract, unless County notifies Tubac Fire of a different time period.
- D. Other reasonable records and reports as required by the Director or his/her designee.