



BOARD OF SUPERVISORS AGENDA ITEM REPORT
AWARDS / CONTRACTS / GRANTS

☐ Award ☒ Contract ☐ Grant

Requested Board Meeting Date: 8/10/2021
or Procurement Director Award: ☐

* = Mandatory, information must be provided

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

Ajo District Chamber of Commerce

***Project Title/Description:**

Ajo Visitor Center: Gateway to the Sonoran Desert

***Purpose:**

To market and promote Ajo, AZ to increase economic development and tourism.

***Procurement Method:**

Non-Procurement contract awarded by the Board of Supervisors under its A.R.S.11-254-04 economic development authority.

***Program Goals/Predicted Outcomes:**

Ajo District Chamber will be able to better staff the visitor center, increase marketing materials and elevate tourism experiences.

***Public Benefit:**

Ajo District Chamber will direct tourists to their services and enhance commerce in the Ajo community.

***Metrics Available to Measure Performance:**

Quarterly reports are required to evaluate progress.

***Retroactive:**

Yes - Due to the need to provide a monthly cash flow for operations and transfer of the Contract to Economic Development

To: COB 7-28-21 (1)

Vers.: 1

Pgs.: 7

JUL 28 2 14 PM '21

Procure Dept 07/28/21 AM 08:08

THE APPLICABLE SECTION(S) BELOW MUST BE COMPLETED

Click or tap the boxes to enter text. If not applicable, indicate "N/A". Make sure to complete mandatory (*) fields

Contract / Award Information

Document Type: CT

Department Code: ED **CA R**

Contract Number (i.e., 15-123): 22* 046 **CT-ED-22-10**

Commencement Date: 7/1/2021

Termination Date: 6/30/2022

Prior Contract Number (Synergen/CMS): 20*028 **AL**

☒ Expense Amount \$ 48,000 *

☐ Revenue Amount: \$ _____

***Funding Source(s) required:** Pima County General Fund

Funding from General Fund? ☒ Yes ☐ No

If Yes \$ 48,000

% 100

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 ☐ 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)

☐ Awar ☐ 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: John Moffatt

Department: Economic Development

Telephone: 520-724-4444

Department Director Signature: _____

Date: 7/26/21

Deputy County Administrator Signature: _____

Date: _____

County Administrator Signature: _____

Date: 7/27/21

Pima County Department of Economic Development

Project: Ajo Visitor Center: Gateway to the Sonoran Desert

Contractor: Ajo District Chamber of Commerce

Amount: \$48,000.00

Contract No.: CT-^{CA}ED-22-046

Funding: General Fund

FUNDING AGREEMENT

1. Parties, Background and Purpose.

1.1. Parties. This Contract is between Pima County, a body politic and corporate of the State of Arizona ("County"), and Ajo District Chamber of Commerce an Arizona nonprofit corporation ("Contractor").

1.2. Authority. Pursuant to A.R.S. § 11-254.04, County may appropriate and spend public monies for and in connection with activities that the Board of Supervisors finds and determines will assist in the improvement or enhancement of the economic welfare of Pima County inhabitants.

1.3. Purpose. Agency operates a Visitor Center in the Ajo community, which promotes tourism activities in the area and thus enhances the economic welfare of community inhabitants. County will provide funding to Contractor to defray costs related to the provision of services by the Contractor for the benefit of the public.

2. **Term**. The term of this Contract commences on July 1, 2021 and will terminate on June 30, 2022. If the commencement date 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.

3. **Compensation and Payment**. County will provide a maximum of \$48,000.00 to Contractor, for the expenses outlined in the budget included in **Exhibit A**. Contractor will invoice County on a monthly basis using the form attached as **Exhibit B**.

4. **Scope of Services**. Contractor will use County funds to pay for expenses directly related to operation of the Visitor Center, as described in **Exhibit A**.

5. **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.

6. **Laws and Regulations.**

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

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

6.3. 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 brought in the appropriate court of the State of Arizona in Pima County.

7. **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.

8. **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.

9. **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.

10. **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.

11. **Americans with Disabilities Act.** Contractor will comply with all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, including 28 CFR Parts 35 and 36.

12. **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.

13. **Full and Complete Performance.** The failure of either party to insist, in one or more instances, upon the other party's full and complete performance under this Contract, or to take any action based on the other party's failure to fully and completely perform, is not a waiver or relinquishment of the right to insist upon full and complete performance of the same, or any other covenant or condition, either in the past or in the future. The acceptance by either party of sums less than may be due and owing it at any time is not an accord and satisfaction.
14. **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.
15. **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:

John Moffatt, Director
Department of Economic Development
201 North Stone Ave. 2nd Floor
Tucson, AZ 85701-1317
(520) 724-4444
John.Moffatt@pima.gov

Contractor:

Bo Johnson, Executive Director
Ajo District Chamber of Commerce
1 West Plaza Street
Ajo, AZ 85321-2463
(520) 387-7742
ajocofc@ajochamber.com

16. **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.
17. **Public Records.**
- 17.1. Disclosure. Pursuant to A.R.S. § 39-121 et seq., all documents submitted relevant in the award of this Contract are public records. As such, those documents are subject to release and/or review by the general public upon request.
- 17.2. 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.
18. **Legal Arizona Workers Act Compliance.**
- 18.1. 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.

18.2. 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.

18.3. 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.

18.4. Subcontractors. Contractor will advise each subcontractor of County's rights, and the subcontractor's obligations, under this Section 18 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."

19. **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.

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

21. **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.

SIGNATURE PAGE TO FOLLOW

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

Chair, Board of Supervisors

Date

ATTEST

Clerk of the Board

Date

APPROVED AS TO CONTENT



John Moffatt, Economic Development Director

7/13/2021

Date

APPROVED AS TO FORM



Stacey Roseberry, Deputy County Attorney

7/23/2021

Date

CONTRACTOR


Authorized Officer Signature

Bo Johnson Director
Printed Name and Title

7/27/2021
Date

EXHIBIT A

SCOPE OF WORK

1. **Program Activities.** *Ajo Visitor Center: Gateway to the Sonoran Desert.* Working with local, county and state organizations, Agency will:
 - 1.1. Develop projects to attract new residents and businesses to the Ajo area;
 - 1.2. Market and promote opportunities for growth and tourism in the Ajo area;
 - 1.3. Maintain established partnerships with local organizations to assist Ajo small businesses and encourage entrepreneurship opportunities in the area;
 - 1.4. Host familiarization tours of Ajo to businesses; and
 - 1.5. Promote tourism through print and social media.
2. **County Funds:** Agency will use the funds provided by County for the following:
 - 2.1. Visitor Center staff;
 - 2.2. Increase marketing materials;
 - 2.3. Fundraising Events to support the activities set forth in Section 1 above; and
 - 2.4. Elevate tourism experiences.
3. **Target population:** Agency will have contact with approximately 6,000 existing and potential businesses and visitors.
4. **Budget:** Agency will be paid as set forth below:

| Category | Amount Allocated |
|-------------------------------|--------------------|
| Salaries (including ERE) | \$28,835.00 |
| Professional Outside Services | -0- |
| Travel | -0- |
| Rent/Utilities | \$17,665.00 |
| Material/Supplies | -0- |
| Operating Expenses | \$1,500.00 |
| Equipment | -0- |
| TOTAL | \$48,000.00 |

END OF EXHIBIT A

EXHIBIT B
Agency Expenditure Report and Invoice Cover
Sheet

Agency Name: _____ Expenditures for Month of _____
 Agency Remit Address: _____ Invoice Number: _____
 _____ Contact Name: _____
 Program Name: _____ Phone Number: _____
 Contract Number: _____

| Expense Category | County Allocation for Contract Year | Expenditures for Billing Month | Expenditures Year to Date | Remaining Balance for Allocation |
|-------------------------------|-------------------------------------|--------------------------------|---------------------------|----------------------------------|
| Salaries (including ERE) | | | | |
| Professional Outside Services | | | | |
| Travel | | | | |
| Rent/Utilities | | | | |
| Materials and Supplies | | | | |
| Operating Expenses | | | | |
| Equipment | | | | |
| Other (specify) | | | | |
| TOTAL | | | | |

Specify which staff positions, if any, are charged to this Contract. Charges must be directly related to program activities. List each position individually:

| Position | Hourly Rate | ERE | Total |
|----------|-------------|-----|-------|
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

I hereby certify that, to the best of my knowledge, the information reported represents actual expenditures made in accordance with the Contract and are based on official accounting records and supporting documentation which will be maintained for purposes of audit, and that no major program or management changes occurred in the month covered by this Expenditure Report/Invoice Cover Sheet.

 Signature

 Prepared by

 Title

 Date Prepared