



**BOARD OF SUPERVISORS AGENDA ITEM REPORT  
CONTRACTS / AWARDS / GRANTS**

Award  Contract  Grant

Requested Board Meeting Date: July 3, 2018

\* = Mandatory, information must be provided

or Procurement Director Award

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

Sun Corridor, Inc.

**\*Project Title/Description:**

Economic Development for Pima County and southern Arizona.

**\*Purpose:**

Sun Corridor, Inc. has been Pima County's primary partner in economic development activities, including discussions with potential future employers and/or expansion of existing employers within the region. The primary goal of the Professional Services agreement is to increase the number of export-based jobs within the region; and by doing so significantly accelerate expansion of the tax base, as well as increase average regional income levels.

**\*Procurement Method:**

Direct Select

**\*Program Goals/Predicted Outcomes:**

Increase the number of export-based jobs within the region; and by doing so, significantly accelerate expansion of the tax base. as well as increase average regional income levels.

**\*Public Benefit:**

Increase jobs, expansion of the tax base and increase in average regional income levels.

**\*Metrics Available to Measure Performance:**

Monthly, quarterly and annual reports by Sun Corridor Inc. discussing progress in attaining targets including reporting the numerical results for each performance measurement set forth in Exhibits A and E of the Service Agreement.

**\*Retroactive:**

Yes, the Board recently approved the County's Fiscal Year 2018/19 Budget, which included funding for Sun Corridor, Inc. This contract is retroactive to the start of Fiscal Year 2018/19 (July 1, 2018).

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To: COB - 6-26-18  
Ver. - 1  
Pgs - 29  
(3)

Addendum

**Contract / Award Information**

Document Type: CT Department Code: CA Contract Number (i.e., 15-123): 18\*484

Effective Date: 7/01/2018 Termination Date: 6/30/2019 Prior Contract Number (Synergen/CMS): \_\_\_\_\_

Expense Amount: \$\* 650,000  Revenue Amount: \$ \_\_\_\_\_

\*Funding Source(s) required: General Fund

Funding from General Fund?  Yes  No If Yes \$ 650,000 % 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 22-73.*

**Amendment / Revised Award Information**

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

Amendment No.: \_\_\_\_\_ AMS Version No.: \_\_\_\_\_

Effective Date: \_\_\_\_\_ New Termination Date: \_\_\_\_\_

Prior Contract No. (Synergen/CMS): \_\_\_\_\_

Expense or  Revenue  Increase  Decrease Amount This Amendment: \$ \_\_\_\_\_

Is there revenue included?  Yes  No If Yes \$ \_\_\_\_\_

\*Funding Source(s) required: \_\_\_\_\_

Funding from General Fund?  Yes  No If Yes \$ \_\_\_\_\_ % \_\_\_\_\_

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

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

Effective 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: Patrick Cavanaugh

Department: Economic Development Telephone: 724-3296

Department Director Signature/Date: *Patrick Cavanaugh* June 22, 2019

Deputy County Administrator Signature/Date: \_\_\_\_\_

County Administrator Signature/Date: *C. Drubany* 6/22/18  
*(Required for Board Agenda/Addendum Items)*

<b>PIMA COUNTY ADMINISTRATOR'S OFFICE</b>					
<b>PROJECT: Economic Development for Pima County and Southern Arizona</b>	<table border="1"> <tr> <td align="center"><b>CONTRACT</b></td> </tr> <tr> <td><b>NO.</b> <u>CT-CA-18-484</u></td> </tr> <tr> <td><b>AMENDMENT NO.</b> _____</td> </tr> <tr> <td>This number must appear on all invoices, correspondence and documents pertaining to this contract.</td> </tr> </table>	<b>CONTRACT</b>	<b>NO.</b> <u>CT-CA-18-484</u>	<b>AMENDMENT NO.</b> _____	This number must appear on all invoices, correspondence and documents pertaining to this contract.
<b>CONTRACT</b>					
<b>NO.</b> <u>CT-CA-18-484</u>					
<b>AMENDMENT NO.</b> _____					
This number must appear on all invoices, correspondence and documents pertaining to this contract.					
<b>AGENCY: Sun Corridor Inc.</b>					
<b>TERM: 07/01/2018 through 06/30/19</b>					
<b>CONTRACT NO.</b>					
<b>AMOUNT: \$650,000.00</b>					
<b>FUNDING: General Fund</b>					

**PROFESSIONAL SERVICES AGREEMENT**

**1. PARTIES AND TERM.**

Pima County, a political subdivision of the State of Arizona ("COUNTY"), has approved participation in and support of the regional economic development corporation known as the Sun Corridor Inc. ("SCI"), an Arizona private nonprofit corporation, under its authority to make contributions to economic development under A.R.S.§§ 11-254 and 11-254.04. The purpose of this agreement ("Agreement") is to set forth the regional economic development program that SCI agrees to undertake, the support that COUNTY agrees to provide, the respective roles of SCI and COUNTY and the payments by COUNTY to SCI for Fiscal Year 2018/19. The term of this Agreement shall be from July 1, 2018 through June 30, 2019, unless further extended upon the mutual written agreement of the parties.

**2. BACKGROUND AND PURPOSE.**

Sun Corridor Inc. (SCI) was established in 2005 (originally as Tucson Regional Opportunities/TREO) to consolidate and coordinate all economic development activities and programs within the region. The primary goal of SCI was to facilitate primary (non-retail) job and investment growth in the region. Its work also includes creating a competitive environment that allows primary employers to flourish and succeed. Economies, both nationally and internationally, compete for jobs and capital investment based on regional strengths. The economic benefits of business expansion and attraction, no matter where physically located, transcend jurisdictional lines.

On July 1, 2015, SCI expanded its geographic coverage to more effectively serve and represent the assets and economic activities of the mega region of Southern Arizona. SCI now brings the economic potential of Pima, Pinal, Santa Cruz and Cochise Counties together to create opportunity and prosperity (see Exhibit C).

In May, 2018, SCI became the marketing arm for Tucson Airport Authority controlled properties. As airports are major economic drivers in many markets, and the Tucson International Airport serves the entire mega region defined above; this marketing relationship provides a new

opportunity to leverage the assets of the airport in improving the region's economy.

SCI offers a comprehensive range of programs and services to facilitate the creation of high-wage jobs through the attraction of new primary companies, the retention/expansion of existing primary companies and increased business creation/entrepreneurship throughout southern Arizona and also supports Pima County's economic activities related to Mexico and Canada.

SCI facilitates job growth in a competitive environment through a multi-faceted, data-driven strategic plan which was recently revised in 2014. The **Economic Blueprint** includes a target list of industries that match the current and future assets of the region and provide the best opportunity for long-term success. SCI's body of work includes the recruitment of primary companies, expansion of companies, retention of companies, marketing the region to a national and international audience and conducting competitive analysis related to the region's economic drivers. Through this analysis SCI shapes policy and mobilizes resources to ensure the region is competitive.

SCI is governed by the Sun Corridor Inc. Board of Directors made up of leaders from key employers, public sector partners, higher education and nonprofits. Pima County is the only public entity to serve on the Executive Committee for SCI. SCI focuses on issues that directly impact economic prosperity. SCI's success is predicated on the commitment to a regional approach to economic development in the geographic horizons that span from Mexico through southern Arizona, including Pima County, Santa Cruz County, Cochise County and Pinal County. SCI brings together a broad range of interests to promote the Sun Corridor mega region as a single economic entity.

**NOW, THEREFORE**, in consideration of the mutual promises contained herein, COUNTY and SCI agree as follows:

### **3. RESPONSIBILITIES OF SCI.**

3.1 **MISSION:** SCI's mission is to lead the growth of southern Arizona's economy, promote and grow bi-national commerce with Mexico and advocate for issues that will improve the mega-region's economic competitiveness and prosperity. SCI's mission is to provide leadership, a unified business voice, and connectivity to accelerate economic prosperity throughout southern Arizona and support Pima County's economic activities including actively marketing Pima County properties.

3.2 **GOALS:** SCI offers a comprehensive approach of programs and services to facilitate the creation of high-wage jobs through the attraction of new primary companies, the retention/ expansion of existing primary companies and increased business creation/entrepreneurship strength throughout southern Arizona.

This agreement is strategically focused on twelve (12) specific long-range goals:

3.2.1 Increase the number of export-based jobs within the region by attracting either new export-based employers or increasing the employment of existing export-based employers. Income levels associated with export based employment should be, on average, fifty (50) percent greater than the average annual employment income within the region.

- 3.2.2 Assist Pima County in its efforts to identify sector workforce training needs, advocate for and develop programs to address critical workforce shortages in specific Pima County business and industrial sectors and advocate among Sun Corridor Inc.'s membership to assist in these workforce development efforts.
- 3.2.3 Provide a maximum of two (2) economic Impact Analysis Reports for County attractions and projects upon request.
- 3.2.4 Marketing the region to generate qualified business/industry prospects in targeted economic clusters with emphasis on aerospace, space, defense, bioscience, energy, logistics, manufacturing and technology employers.
- 3.2.5 Leverage public and private funding and resources to expand and locate qualified prospects, improve overall competitiveness, expand regional workforce skill development, as well as, expand employment of major employers in Pima County.
- 3.2.6 Retention and expansion of existing businesses.
- 3.2.7 Support the COUNTY in its economic development activities as outlined in the *2015 Pima County Economic Development Plan* released in July 2015, the Pima County 2016-2018 Economic Development Plan Update released in November 2016, the Pima County 2019-2020 Economic Development Plan Update when approved by the Board of Supervisors and the Pima County Comprehensive Plan "*Pima Prospers*", as described in "Exhibit A #3. Exhibit E to be replaced with a new Exhibit E after Board of Supervisors approval.
- 3.2.8 Advise COUNTY on issues related to the retention, expansion, and relocation of employers and overall competitiveness through the target market areas of Pima, Cochise, Santa Cruz and Pinal counties.
- 3.2.9 Identify competitive differences and collaborate resources for mega-region solutions.
- 3.2.10 Promote economic development benefits associated with tourism with the regional tourism agency, VisitTucson, including direct economic development conferences and other activities, and direct conference attendees to hotels and resorts in the unincorporated area of Pima County, and to Pima County attractions, and leverage tourism events identified by the President of Visit Tucson for advertising opportunities to promote economic development and workforce attraction.
- 3.2.11 Ensure significant COUNTY and southern Arizona exposure with site selectors through SCI's sales and marketing activity throughout the year, including sales missions, leadership roadshows, targeted marketing and include Pima County Economic Development staff on select marketing and business attraction missions.

3.2.12 Support and advocate for all Pima County Economic Development priorities and programs and in particular support full private utilization, purchase or lease of Pima County economic development properties.

3.2.13 Market Pima County's economic development properties;

Properties to be marketed include the COUNTY's properties identified by the Economic Development department, which includes, but is not limited to:

- 3.2.13.1 Aerospace Research Campus
- 3.2.13.2 Sunset Corporate Professional Campus
- 3.2.13.3 Kino Sports Complex (Sports and Tourism)
- 3.2.13.4 Downtown primary employment centers
  - 3.2.13.4.1 97 E. Congress Street
  - 3.2.13.4.2 75 E. Broadway
  - 3.2.13.4.3 332 S. Freeway (Cushing Street)
  - 3.2.13.4.4 33 N. Stone Avenue
- 3.2.13.5 Reposition the former Roger Road Water Reclamation Campus
- 3.2.13.6 Southeast Logistic and Employment Center Pinal Air Park

3.2.14 Coordinate with Pima County Administrator on all news releases issued by Sun Corridor, Inc. for projects located in Pima County and for which Pima County has provided incentives and/or assistance.

**3.3 PERFORMANCE GOALS AND SERVICES:** Specific performance targets, established by SCI and COUNTY Service requirements are attached hereto as **Exhibit A** ("Performance Goals and Services") and **Exhibit E** ("Action Items, Pima County Economic Development Plan Update through 2018") and shall be used to evaluate and report progress on SCI's activity. When approved by the Board of Supervisors, the Action Items identified in the Pima County Economic Development Plan Update through 2018 will be replaced by the Action Items identified in the Pima County Economic Development Plan Update through 2020, which will then become the new Exhibit D. In the event of changing market conditions, funding availability, unforeseen expenses or other circumstances beyond SCI's reasonable control, these performance goals and Services may be revised with COUNTY'S prior written approval. The annual Budget of SCI is attached as **Exhibit B**.

**3.4 REPORTING:** SCI will provide periodic oral and written reports to COUNTY as described below:

3.4.1 Monthly:

3.4.1.1 A report discussing SCI's progress in attaining the targets, including reporting the numerical results for each performance measurement set forth in **Exhibit A** and **Exhibit D**.

3.4.1.2 An updated list of prospects, locates and other pertinent lead information. The format shall include but not be limited to name of project and company if provided, type of business, contact source, building/real estate size requirements, capital

investment (real and personal), projected jobs, average wage (if releasable), referral source, industry and recruitment status.

3.4.1.3 A report indicating what specific prospect showed interest in which County properties identified in Section 3.2.13 of this Agreement for possible use, lease, or sale to economic development prospects. Report should include contact information, industry type, employment potential with average salaries and outcome of each opportunity including reason for rejection and recommendations for improved marketing success.

3.4.1.4 A narrative description of any unusual events or items of note to the extent it concerns Non-protected information. If SCI fails to achieve a benchmark by the date projected, the report shall include an explanation.

3.4.1.5 In the case of any performance goals and/or Services that are not met or actively pursued, SCI will meet with the designated representative of the COUNTY to provide an explanation of the relevant factors and circumstances and discuss the approach to be taken in order to achieve the goals and services.

3.4.1.6 A list of all leads referred to SCI by the Arizona Commerce Authority (ACA) for those leads where the region is successful in attraction, a list of the incentives provided by the ACA. For those leads that are unsuccessful the reason for such provided by the ACA.

3.4.2 Quarterly:

3.4.2.1 A report detailing reasons (if known) of why key prospects did not select the region during site selection.

3.4.2.2 Recommendations as to how the COUNTY and the region can improve competitiveness and responses to prospects.

3.4.2.3 A semi-annual marketing plan for Pima County's economic development properties (as defined in section 3.2.13) combined with a report detailing the marketing activities conducted in the previous quarter. Report to include current status and if opportunity lost, the reason, if known.

3.4.2.4 A quarterly report identifying collaborative activities with Visit Tucson as required in paragraph 3.2.10.

3.4.3 Annually:

A copy of its annual external audit for the preceding fiscal year to COUNTY

within thirty (30) days after the approval of the annual audit by the SCI Board of Directors but not later than December 31, 2018.

3.4.4 Upon Request:

Provide a membership list that will include; the name of each member, member's industry, the company's country of majority ownership, the number of employees, average annual wage and human relations contact information if provided by member. Report to be organized by industry.

**4 ADDITIONAL AGREEMENTS OF THE PARTIES.**

**4.1 COMPENSATION:**

4.1.1 COUNTY agrees to pay SCI Six Hundred and Fifty Thousand dollars, (\$650,000.00) for Services provided pursuant to this Agreement during the period July 1, 2018 through June 30, 2019. This amount shall be for administrative and operating expenses incurred in SCI's performance of this Agreement as well as facilitating, implementing, and marketing COUNTY economic development properties to prospective new, export-based employers and for other reasonable and necessary expenses incurred in the course of SCI's performance of this Agreement.

4.1.2 This funding shall be provided in the form of twelve equal payments in the amount of Fifty Four Thousand One Hundred Sixty Six dollars and Sixty Seven cents, (\$54,166.67) each month following the approval of this agreement and 30 days prior to the expiration of this agreement.

**4.2 INVOICES:**

4.2.1 SCI's invoices accompanied by required monthly and periodic status reports shall be submitted to and approved by the COUNTY Administrator's Office or his designee prior to payment processing.

4.2.2 SCI shall submit to the COUNTY twelve equal invoice requests of Fifty Four Thousand One Hundred Sixty Six dollars and Sixty Seven cents , (\$54,166.67) for payment within thirty (30) calendar days following the approval of this agreement and thirty (30) days prior to expiration of this agreement.

4.2.3 Any application to change the time to file an invoice request for payment must be in writing and must state the reason or reasons justifying the requested extension. Granting an extension of time to file an invoice request for payment is within the sole discretion of COUNTY and must be approved by the COUNTY Administrator or his designee to be effective.

4.2.4 The foregoing notwithstanding, if SCI has not provided COUNTY with the



audit required pursuant to Paragraph 3.3.3 above or another report required by this agreement, no payments shall be made hereunder until COUNTY receives the required information.

- 4.2.5 No funds paid to SCI by COUNTY under this Agreement may be paid to any private entity or individual as direct economic incentive. No funds paid to SCI by COUNTY may be used by any person or for travel, meals or entertainment expenses.
- 4.2.6 Notwithstanding any other provisions herein, COUNTY shall not be required to make any payment unless at the time payment is due, SCI is in full compliance with the terms of this Agreement and has demonstrated that it is making progress toward its Fiscal Year 2018/19 goals and objectives and provided all required reports.
- 4.2.7 SCI may not bill COUNTY for costs that are paid by COUNTY pursuant to a separate agreement, or by another funding source or grant, and must promptly reimburse COUNTY for any amounts paid by COUNTY for which SCI later receives such funding. SCI must notify COUNTY within ten (10) days of the earlier of notification regarding, or actual receipt of, such alternative funding.
- 4.2.8 Reduction in Funding. Notwithstanding any other provision of this Agreement, if the amount of monies that the State of Arizona distributes to COUNTY'S General Fund pursuant to A.R.S. § 42-5029 is less than the amount anticipated in COUNTY'S Fiscal Year 2018/19 budget, then COUNTY, at its sole option and after consideration of COUNTY needs, available resources and other obligations, may unilaterally reduce the amount to be paid to SCI under this Agreement.
- 4.2.9 Nothing herein shall preclude COUNTY from contracting separately with SCI for services to be provided in addition to those to be provided hereunder, upon terms and conditions to be negotiated by County and SCI.

#### **4.3 FOREIGN TRADE ZONE:**

- 4.3.1 SCI shall be the administrative agency for the delivery and administration of Foreign Trade Zone Number 174 ("FTZ"). SCI will continue to receive, review and track FTZ applications and awards, a process that has been approved by the County which includes the review and approval by the County and other impacted taxing jurisdictions of any application relating to the designation or continuation of an FTZ site or operator.
- 4.3.2 As the administrative agency for the FTZ, SCI shall under the COUNTY'S direction and at the COUNTY'S discretion assist the COUNTY in the development of Payment in Lieu of Taxes (PILOT) agreements between companies utilizing the FTZ and taxing entities impacted by property tax reductions required by FTZ designation.

4.3.3 SCI shall no less than annually or when requested by COUNTY, evaluate current companies and sites that have received FTZ designation and determine on behalf of the COUNTY which sites are appropriate to maintain a FTZ designation and provide a written report of the evaluation findings. If a site is determined not to qualify for a continuing FTZ designation per COUNTY's requirements, SCI and the County agree to work together on a remedy, which may include application to decertify the site.

4.3.4 SCI shall provide Pima County reports as needed regarding all activated and deactivated FTZ sites administered by SCI in Pima County.

## 5. GENERAL PROVISIONS.

5.1 **INSURANCE:** SCI's insurance shall be primary insurance and non-contributory with respect to all other available sources. SCI shall obtain and maintain at its own expense, during the entire term of this contract the following type(s) and amounts of insurance:

5.1.1 *Commercial General Liability* in the amount of \$2,000,000.00 combined single limit Bodily Injury and Property Damage. Pima County is to be named as an additional insured for all operations performed within the scope of the contract between County and SCI;

5.1.2 *Commercial or Business automobile liability* coverage for owned, non-owned and hired vehicles used in the performance of this contract with limits in the amount of \$1,000,000.00 combined single limit or \$1,000,000.00 Bodily injury, \$1,000,000.00 Property Damage;

5.1.3 *Professional Services*, professional liability insurance in the amount of \$1,000,000.00; and

5.1.4 *Workers' compensation* coverage, including employees' liability coverage.

SCI shall provide County with current certificates of insurance. All certificates of insurance must provide for guaranteed thirty (30) days written notice to the COUNTY of cancellation, nonrenewal or material change.

5.2 **INDEMNITY:** SCI shall indemnify, defend, and hold harmless COUNTY, its officers, employees and agents from and against any and all suits, actions, legal administrative proceedings, claims or demands and costs attendant thereto, arising out of any act, omission, fault or negligence by SCI, its agents, employees or anyone under its direction or control or on its behalf in connection with performance of this contract.

SCI warrants that all products and Services provided under this contract are non-infringing. SCI will indemnify, defend and hold COUNTY harmless from any claim of infringement arising from Services provided under this contract or from the provision, license, transfer or use for their intended purpose of any products provided under this contract.

- 5.3 COMPLIANCE WITH LAWS:** SCI shall comply with all federal, state, and local laws, rules, regulations, standards and Executive Orders, without limitation to those designated within this contract. The laws and regulations of the State of Arizona shall govern the rights of the parties, the performance of this contract, and any disputes hereunder. Any action relating to this contract shall be brought in a court of the State of Arizona in Pima County. Any changes in the governing laws, rules, and regulations during the terms of this contract shall apply, but do not require an amendment.
- 5.4 INDEPENDENT CONTRACTOR:** The status of SCI shall be that of an independent contractor. Neither SCI, or SCI's officers, agents or employees shall be considered an employee of COUNTY or be entitled to receive any employment-related fringe benefits under the Pima County Merit System. SCI shall be responsible for payment of all federal, state and local taxes associated with the compensation received pursuant to this contract and shall indemnify and hold COUNTY harmless from any and all liability which COUNTY may incur because of SCI'S failure to pay such taxes. SCI shall be solely responsible for program development and operation.
- 5.5 SUBCONTRACTORS:** SCI 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 able to the same extent that the SCI is responsible for the acts and omissions of persons directly employed by it. Nothing in this contract shall create 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.
- 5.6 ASSIGNMENT:** SCI shall not assign its rights to this contract, in whole or in part, without prior written approval of COUNTY. Approval may be withheld at the sole discretion of COUNTY, provided that such approval shall not be unreasonably withheld.
- 5.7 NON-DISCRIMINATION:** SCI agrees to comply with all provisions and requirements of Arizona Executive Order 2009- 09, which is hereby incorporated into this contract as if set forth in full herein, including flow down of all provisions and requirements to any subcontractors. During the performance of this contract, SCI 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.
- 5.8 AMERICANS WITH DISABILITIES ACT:** SCI 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.
- 5.9 AUTHORITY TO SCI:** SCI 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 shall not be liable to SCI or any third party by reason of such determination or by reason of this contract.
- 5.10 CONFLICT OF INTEREST:** This contract is subject to cancellation for conflict of interest pursuant to ARS § 38-511, the pertinent provisions of which are incorporated into this contract by reference.
- 5.11 TERMINATION FOR DEFAULT:**

- 5.11.1 Upon a failure by SCI to cure a default under this contract within ten (10) days of receipt of notice from COUNTY of the default, COUNTY may, in its sole discretion, terminate this contract for default by written notice to SCI. In this event, COUNTY may take over the work and complete it by contract or otherwise. In such event, SCI shall be liable for any damage to the COUNTY resulting from SCI's default, including any increased costs incurred by COUNTY in completing the work.
- 5.11.2 The occurrence of any of the following, without limitation to the named events, shall constitute an event of default:
- 5.11.2.1 Abandonment of or failure by SCI to observe, perform or comply with any material term, covenant, agreement or condition of this contract or to prosecute the work or any separable part thereof with the diligence that will insure completion within the time specified in this contract, including any extension, or a failure to complete the work (or the separable part of the work) within the specified time;
  - 5.11.2.2 Persistent or repeated refusal or failure to supply adequate staff, resources or direction to perform the work on schedule or at an acceptable level of quality;
  - 5.11.2.3 Refusal or failure to remedy defective or deficient work within a reasonable time;
  - 5.11.2.4 Loss of professional registration or business or other required license or authority, or any curtailment or cessation for any reason of business or business operations that would substantially impair or preclude SCI's performance of this contract;
  - 5.11.2.5 Disregard of laws, ordinances, or the instructions of COUNTY or its representatives, or any otherwise substantial violation of any provision of the contract;
  - 5.11.2.6 Performance of work hereunder by personnel that are not qualified or permitted under state law or local law to perform such services;
  - 5.11.2.7 Commission of any act of fraud, misrepresentation, fulfill misconduct, or intentional breach of any provision of this contract; or
  - 5.11.2.8 If a voluntary or involuntary action for bankruptcy is commenced with respect to SCI, or SCI becomes insolvent, makes a general assignment for the benefit of creditors, or has a receiver or liquidator appointed in respect of its assets.

5.11.3 In the event of a termination for default:

5.11.3.1 All finished and unfinished drawings, specifications, documents, data, studies, surveys, drawings, photographs, reports and other information in whatever form, including electronic, acquired or prepared by SCI for this contract shall become COUNTY'S property and shall be delivered to COUNTY not later than five (5) business days after the effective date of the termination;

5.11.3.2 COUNTY may withhold payments to SCI arising under this or any other contract for the purpose of set-off until such time as the exact amount of damage due COUNTY from SCI is determined.

5.11.4 Subject to the immediately preceding subparagraph, COUNTY'S liability to SCI shall not exceed the contract's value of work satisfactorily performed prior to the date of termination for which payment has not been previously made.

5.11.5 The contract will not be terminated for default nor SCI charged with damages under this Article, if:

5.11.5.1 Excepting item (d) in paragraph (2) above, the event of default or delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of SCI. Examples of such causes include:

- 5.11.5.1.1 Acts of God or of the public enemy,
- 5.11.5.1.2 Acts of the COUNTY in either its sovereign or contractual capacity,
- 5.11.5.1.3 Acts of another contractor in the performance of a contract with the County,
- 5.11.5.1.4 Fires,
- 5.11.5.1.5 Floods,
- 5.11.5.1.6 Epidemics,
- 5.11.5.1.7 Quarantine restrictions,
- 5.11.5.1.8 Strikes,
- 5.11.5.1.9 Freight embargoes,
- 5.11.5.1.10 Unusually severe weather, or
- 5.11.5.1.11 Delays of subcontractors at any tier arising from unforeseeable causes beyond the control and without the fault or negligence of both SCI and subcontractors.

5.11.5.2 SCI, within seven (7) days from the beginning of any event of default or delay (unless extended by County), notifies the County in writing of the cause(s) therefore. In this

circumstance, the County shall ascertain the facts and the extent of the resulting delay. If, in the reasonable judgment of County, the findings warrant such action, the time for completing the work may be extended.

5.11.5.3 For the purposes of paragraph (b) above, "receipt of notice" shall include receipt by hand by SCI's designated representative, by facsimile transmission with notice of receipt, or under the Notices clause of this contract.

5.11.5.4 If, after termination of the contract for default, it is determined that SCI was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of the County.

5.11.5.5 The rights and remedies of County in this Article are cumulative and in addition to any other rights and remedies provided by law or under this contract.

**5.12 TERMINATION FOR CONVENIENCE:** COUNTY reserves the right to terminate this contract at any time and without cause by serving upon SCI thirty (30) day advance written notice of such intent to terminate. In the event of such termination, the COUNTY'S only obligation to SCI shall be payment for Services rendered prior to the date of termination.

Notwithstanding any other provision in this contract, this contract may be terminated 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 shall have no further obligation to SCI, other than to pay for Services rendered prior to termination.

**5.13 NOTICE:** Any notice required or permitted to be given under this contract shall be in writing and shall be served by personal delivery or by certified mail upon the other party as follows:

**COUNTY:**  
County Administrator  
Pima County  
130 W. Congress Street, Floor 10  
Tucson, Arizona 85701  
PHONE: 520.724.8751  
FAX: 520.724.8171

**SCI:**  
President/CEO  
Sun Corridor Inc.  
1985 E. River Road, Suite 101  
Tucson, Arizona 85718  
PHONE: 520.243.1900  
FAX: 520.243.1910

**5.14 NONEXCLUSIVE CONTRACT:** SCI 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.

- 5.15 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 shall be cumulative and in addition to any other right or remedy existing at law or at equity or by virtue of this contract.
- 5.16 SEVERABILITY:** Each provision of this contract stands alone, and any provision of this contract found to be prohibited by law shall be ineffective to the extent of such prohibition without invalidating the remainder of this contract.
- 5.17 BOOKS AND RECORDS:** SCI shall keep and maintain proper and complete books, records and accounts, which shall be open at all reasonable times for inspection and audit by duly authorized representatives of COUNTY.

In addition, SCI shall retain all records relating to this contract at least five (5) years after its termination or cancellation or, if later, until any related pending proceeding or litigation has been closed.

- 5.18 PUBLIC INFORMATION:** 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 information submitted under this Agreement, 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.

Any records that SCI reasonably believes constitute proprietary, trade secret or otherwise confidential information must be appropriately and prominently marked as CONFIDENTIAL by SCI prior to the close of the solicitation.

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 SCI of the request for release, unless SCI has, within the ten (10) 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. SCI 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.

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 County be in any way financially responsible for any costs associated with securing such an order.

- 5.19 LEGAL ARIZONA WORKERS COMPLIANCE:** SCI hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to SCI'S employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal

Immigration Laws"). SCI shall further ensure that each subcontractor who performs any work for SCI under this contract likewise complies with the State and Federal immigration Laws.

COUNTY shall have the right at any time to inspect the books and records of SCI and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

Any breach of contract or any contract 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 SCI to penalties up to and including suspension or termination of this contract. If the breach is by a subcontractor, and the subcontractor is suspended or terminated as a result, SCI shall be required to take such steps as may be necessary to either self-perform the Services that would have been provided under the subcontractor or retain a replacement subcontractor, as soon as possible so as not to delay project completion.

SCI shall advise each subcontractor of their rights, and the subcontractor's obligations, under this Article by including a provision in each subcontractor 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).*

*SCI 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 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."*

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

**5.20**

**ENTIRE AGREEMENT, WAIVERS AND AMENDMENTS:** This Agreement may be executed in up to three (3) duplicate originals, each of which is deemed to be an original. This Agreement, and the below-listed exhibits which are incorporated herein by this reference, constitutes the entire understanding and agreement of the parties.

**Exhibit A - SCI Goals and Services**

**Exhibit B - SCI Operational Budget**

**Exhibit C - SCI Map of Mega Region**

**Exhibit D - Deliverable Schedule**

**Exhibit E - Action Items, Pima County Economic Development Plan,**



**through 2018 To be replaced by Action Items from Pima County Economic Development Plan update through 2020 when adopted by the Board of Supervisors.**

**5.21 ISRAEL BOYCOTT CERTIFICATION:** SCI hereby certifies that it is not currently engaged in, and will not for the duration of this Contract engage in, a boycott of Israel as defined by A.R.S. § 35-393.01. Violation of this certification by SCI may result in action by the County up to and including termination of this Contract.

This Agreement integrates all of the terms and conditions mentioned herein or incidental hereto, and supersedes all negotiations or previous agreements between the parties with respect to all or any part of the subject matter hereof.

All waivers of the provisions of this Agreement must be in writing and signed by the appropriate authorities of the COUNTY and SCI, and all amendments hereto must be in writing and signed by the appropriate authorities of the parties hereto.

**REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK**

The parties have affixed their signatures to this Agreement on the dates written below.

**PIMA COUNTY, a body politic and corporate of the State of Arizona:**

\_\_\_\_\_  
Richard Elias, Chair, Board of Supervisors

\_\_\_\_\_  
Date

**SUN CORRIDOR INC., an Arizona nonprofit corporation:**

  
\_\_\_\_\_  
Joseph Snell, CEO and President

6-21-2018  
Date

**ATTEST:**

\_\_\_\_\_  
Julie Castaneda, Clerk of the Board

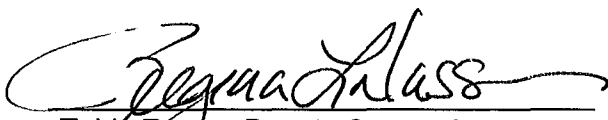
\_\_\_\_\_  
Date

**APPROVED AS TO CONTENT:**

  
\_\_\_\_\_  
C.H. Huckelberry, County Administrator

6/21/18  
Date

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
Robin Rosen, Deputy County Attorney  
Civil Division

June 21, 2018  
Date

**EXHIBIT A**  
**PERFORMANCE GOALS AND SERVICES**

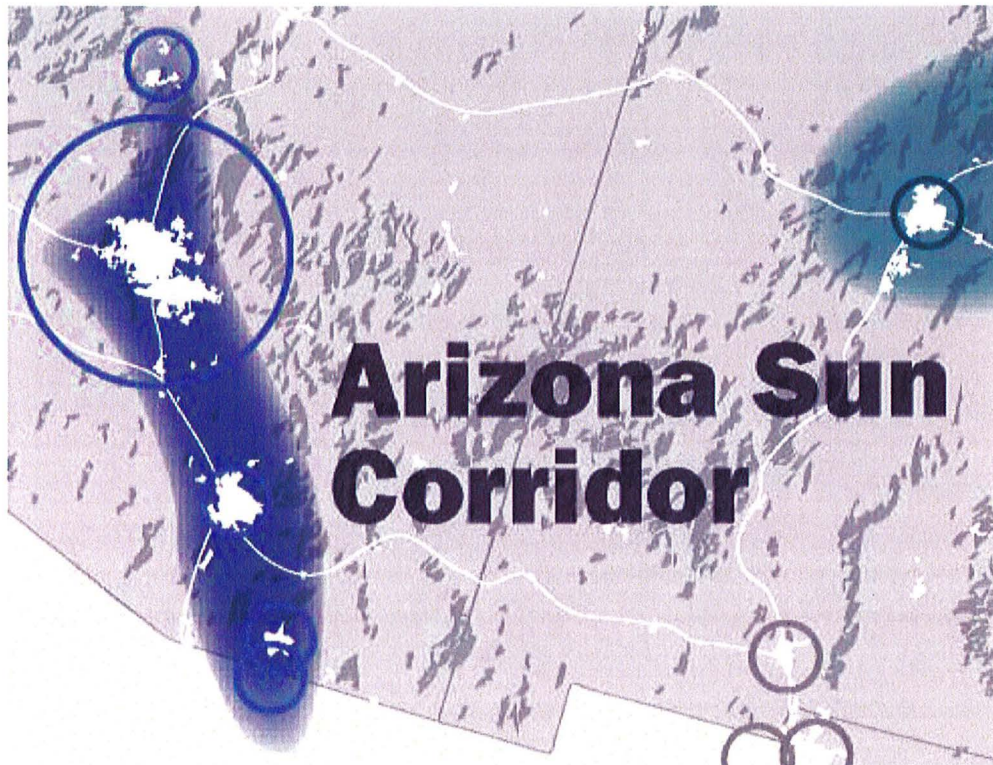
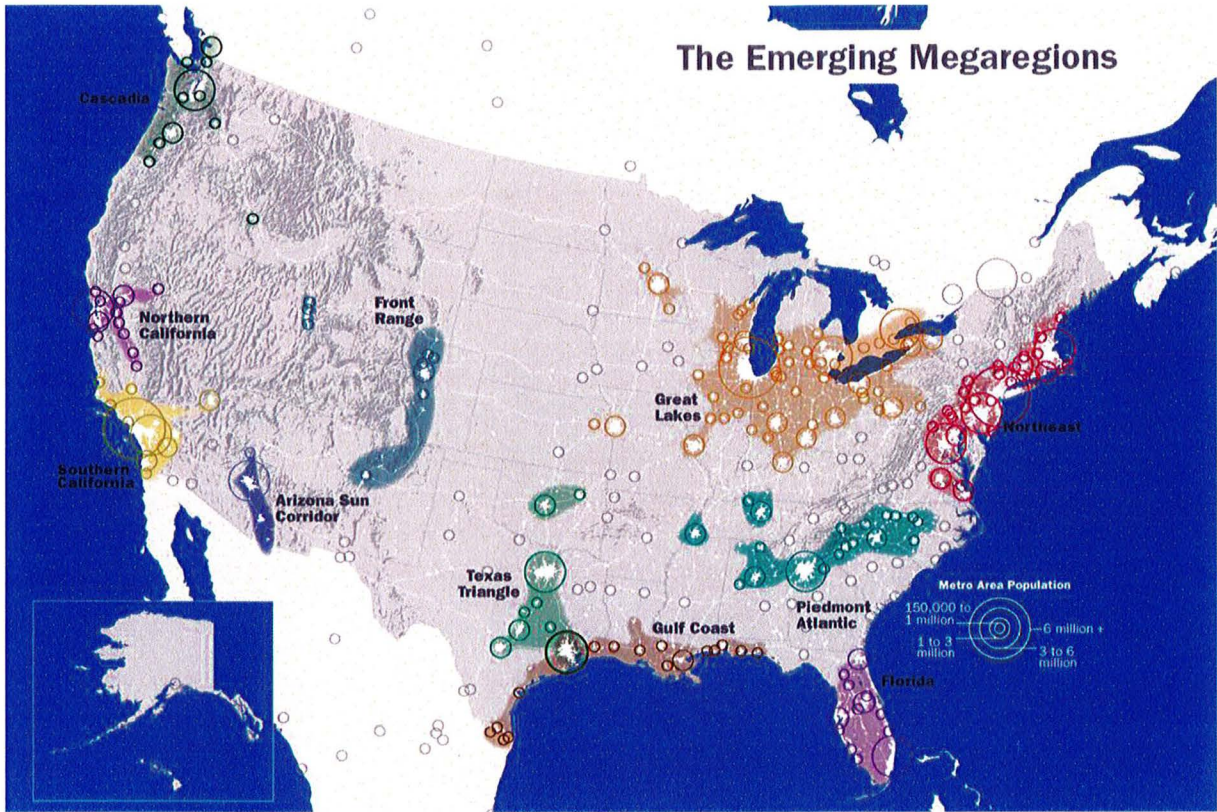
SCI shall provide the following Services to the COUNTY:

1. Meet the economic development goals set by the SCI Board of Directors and provide Pima COUNTY with quarterly statistical updates on progress in reaching the board approved goals below:
  - 1.1 Number of Direct Jobs Facilitated
  - 1.2 Number of Jobs in Targeted Industries
  - 1.3 Number of Qualified Prospects
  - 1.4 Earned Media Reach
2. Focus in the areas as outlined below and approved by the SCI Board of Directors:
  - 2.1 High wage job development/sales and marketing
  - 2.2 Capacity development/improve competitiveness
    - 2.2.1 Lead two site selection executive missions
    - 2.2.2 Develop and implement a regional FDI strategy to include an in-market mission in Canada at a minimum.
3. Support the Update through 2018, and once adopted by the Board of Supervisors, the Update through 2020 to the Pima County Economic Development Plan and provide direct assistance with the implementation of areas of the plan related to employer attraction, retention and expansion, workforce expansion and other aspects of SCI's established mission.
4. Obtain professional Economic Impact Analysis for client, and short list contacts, as outlined in section 3.2.3.
5. Collaborate with Pima County, Pima Association of Governments and other regional jurisdictions to assist in developing, maintaining, and providing economic and demographic data for the contractor's regional partners, site selectors and businesses in southern Arizona.
6. Serve as primary contact with Arizona Commerce Authority (ACA). Advocate for Pima County and regional interests with ACA to increase information sharing and understanding of Pima County's business resources and opportunities with the objective of increasing the quality, speed and the numbers of ACA referrals and the number and size of ACA incentives in Pima County.
7. Proactively identify regional business development opportunities and competitive deficiencies within Pima County and convene meetings or forums with relevant public and private organizations to address those opportunities and weaknesses.
8. Work with other corporations, agencies or entities that are involved in economic development activities such as expanding our air service to Metro Tucson. More specifically, collaborate with regional partners that support the economic development mission of Pima County and SCI such as but not limited to VisitTucson.

**SUN CORRIDOR, INC.**  
**FY 19 Budget**

	<u>Jul '18 - Jun 19</u>
Ordinary Income/Expense	
Income	
STAKEHOLDER	650,000
PRIVATE SECTOR INVESTOR REVENUE	1,400,000
OTHER SOURCES / REVENUE	481,500
Total Income	<u>2,531,500</u>
Expense	
GENERAL & ADMINISTRATIVE	94,000
OCCUPANCY	171,000
BUSINESS DEVELOPMENT	1,021,500
NATIONAL MARKETING	800,000
COMPETITIVE POSITIONING	445,000
Total Expense	<u>2,531,500</u>
Net Ordinary Income	<u>0</u>

EXHIBIT C  
MEGA-REGIONAL  
AREA



**EXHIBIT D**  
**Deliverable Schedule**

Reference No.	Task	On Request	Monthly	Quarterly	Semi/Annual	As Needed
3.2.8	Identify competitive differences	X				
3.2.14	Public Information Releases					X
3.3	Annual Budget				X (A)	
3.4.1.1	Target Progress Report		X			
3.4.1.2	Prospects (Pipeline)		X			
3.4.1.3	County Property Prospects		X			
3.4.1.4	Narrative of unusual events		X			
3.4.1.5	Missed Goals or Services	X				
3.4.2.1	Key prospect loss reason report			X		
3.4.2.2	Recommendation to improve competitiveness			X		
3.4.2.3	Semi-Annual Property Results & Marketing Plan				X (S)	
3.4.2.4	Visit Tucson Collaboration			X		
3.4.4	Membership List	X				
4.2.2	Invoice		X			
4.3.3	FTZ Compliance Report	X			X (A)	
Exhibit A 1	Quarterly Statistical Update		X			
Exhibit A 2.2.1	2 Site Selection Missions					X
Exhibit A 2.2.2	FDI Marketing Mission Canada					X
Exhibit A 7	Identification of opportunities and deficiencies					X

**NOTE: To be replaced, once 2019-2020 Economic Development Plan is adopted the Board of Supervisors.**

**EXHIBIT E  
ACTIONS ITEMS  
PIMA COUNTY ECONOMIC DEVELOPMENT PLAN UPDATE THROUGH 2018**

**1. PRIMARY JOB CENTER DEVELOPMENT**

- 1.1 Support the completion of the Environmental Impact Statement for the second runway at TIA by the TAA and Federal Aviation Administration (FAA) to initiate land and right of way exchange between the USAF and the TAA to complete the Raytheon buffer for existing facilities.
- 1.2 Complete the Environmental Assessment referenced above for the release and sale of the 270-acre expansion buffer for Raytheon and the Arizona Air National Guard and place the buffer under USAF control in 2018.
- 1.3 Develop a planning agreement between Pima County, TAA and the State Land Department to initiate concept planning for the Aerospace, Defense and Technology Business and Research Park consisting of 2,800 acres, of which 479 acres are County-owned.
- 1.4 Continue planning with Union Pacific Railroad for rail access from the Nogales line through the Park.
- 1.5 Define the boundary of the 150-acre primary employment campus-style employment center west of I-10 and south of the Sunset Road extension and develop an appropriate archeological mitigation plan for site development.
- 1.6 Complete planning and construction of the extension of Sunset Road between I-10 and Silverbell Road in 2017.
- 1.7 Market for sale or lease for primary employment vacant land at Sunset Road and I-10, 75 E. Broadway Boulevard and 332 S. Freeway.
- 1.8 Make available County property at Pinal Airpark for air field development and expansion, including airport employment lessees. Planning is underway in 2016.
- 1.9 Develop a new, fully integrated Master Plan for the Southeast Regional Park and Employment Site that identifies both lands that will be permanently reserved for public recreation and those that will be used for primarily export-based employment. It is likely over 1,000 acres could be reserved for an employment site, making the site ideal for a second master planned Business and Research Park. Actively plan and extend sanitary sewer service to the facility and develop an internal, County-owned water utility to service the Southeast Regional Park, Fairgrounds and Business and Research Park. Begin master planning and programming of transportation capacity improvements to provide urban transportation service to the location.
- 1.10 Continue and expand active marketing of the adaptive reuse of the former Roger Road Wastewater Treatment Facilities.

## **2. REGIONAL INFRASTRUCTURE INVESTMENT FOR JOB CREATION**

- 2.1 Pima County will fully cooperate with and participate in any environmental or location alternative studies for I-11 within Pima County and will closely monitor project implementation to ensure the trade benefits from a connection to Mexico are realized.
- 2.2 Establish as a County highway the auxiliary interstate highway connection between I-10 and I-19.
- 2.3 Continue to advocate for early and adequate funding for both phases to improve SR 189 from the Mariposa POE to I-19.
- 2.4 Support development of the second full-service parallel runway for TIA.
- 2.5 Initiate development of a regional utility corridor, including a sanitary sewer inceptor system, to serve the employment growth area south of TIA extending to Rita Road at I-10.
- 2.6 Support and cooperate with Union Pacific Railroad to reroute the Nogales Line and make available the existing Nogales Line for future passenger rail to TIA, Raytheon and the Business and Research Park.
- 2.7 Expand the road and utility infrastructure to accommodate new tenants in the Business and Research Park.

## **3. PROTECTING OUR EXISTING MAJOR EMPLOYMENT BASE**

- 3.1 Secure buffers for Raytheon expansion by 2018.
- 3.2 Continue to actively support DMAFB and their continuation of the A-10 mission and any future mission for DMAFB. Actively support additional F-16 squadrons being relocated and based at DMAFB, as well as a remoted piloted aircraft mission.
- 3.3 Create the County staff position of Navigator to coordinate strategies and regional support activities for DMAFB.
- 3.4 Actively pursue acquisition of leased private properties within DMAFB and State Trust land to reduce operational land leasing costs of DMAFB. Also, pursue a REPI grant to further protect the DMAFB departure corridor as well as the flight corridors from DMAFB to the BMGR.
- 3.5 Continue to actively support the AZ ANG and continuation and expansion of its domestic and international flight pilot training missions at TIA.
- 3.6 Support the AZ ANG main entrance relocation to improve safety and operation security of the facility. Set aside approximately 50 acres of expanded Raytheon buffer for AZ ANG purposes primarily related to munitions storage and arming of AZ ANG aircraft engaged in pilot training.



- 3.7 Support funding initiatives for the UA and oppose further reductions in State funding of Arizona's university and community college systems.
- 3.8 Actively support capital investments in technology transfer activities at the UA related to primary employment growth, including the UA Tech Park and UA Tech Park at The Bridges.
- 3.9 Continue to pursue the development of startup building space for the growth of UA-based technology-to-market deployment through the development of innovation buildings. The purpose of the innovation buildings will be to facilitate and incubate startup technology companies transferring research to practical applications and job development.

#### **4. LOGISTICS CENTER AT TUCSON INTERNATIONAL AIRPORT ENVIRONS; PIMA COUNTY AS THE LOGISTICS HUB OF THE SOUTHWEST**

- 4.1 Continue planning, with PAG, RTA, TAA, Union Pacific and others, the development of a major logistics center for the Southwestern United States in the vicinity of TIA.
- 4.2 Cooperate with and assist the Port of Tucson in expanding their rail-to-rail and rail-to-truck intermodal operations as a true international inland port.
- 4.3 Support and advocate with the Federal Highway Administration and the Arizona Department of Transportation for the designation of heavy haul freight routes from Mexican POES to the Port of Tucson.
- 4.4 Continue to advocate for and on behalf of the TAA for a second full-service parallel runway at TIA.
- 4.5 Continue to advocate for the development of expanded air cargo services at TIA.
- 4.6 Continue to improve surface transportation accessibility to warehousing and distribution centers associated with logistics in the TIA area, including a new auxiliary interstate highway connecting I-10 and I-19.
- 4.7 Support the expansion of the Truck Driver Training Program at Pima Community College for the foreseen increased work demand in ground transportation in connection with a new auxiliary interstate highway connecting I-10 and I-19.
- 4.8 Advocate for improved surface transportation connectivity to the Mariposa POE to improve international trade with Mexico.

#### **5. LEVERAGING THE INTELLECTUAL CAPACITY OF THE UNIVERSITY AND COMMUNITY COLLEGE SYSTEMS IN ARIZONA**

- 5.1 Actively support increased State funding for all public education programs, particularly for the university and community college systems.
- 5.2 Encourage action and public, as well as, private funding of higher education to minimize future increases in tuition and fees.
- 5.3 Encourage technology transfer from all three Arizona universities and PCC, as well as

economic development investment from all three universities, into enterprises within Pima County – either existing employers or emerging new employers.

- 5.4 Encourage collaboration among all higher education institutions to focus on workforce development congruent with major industrial growth throughout the State.
- 5.5 Foster collaboration between Arizona's three universities, government and the private sector in support of university-level degree programs related to and in support of technical employment clusters in the region.

## **6. PROMOTING TOURISM**

- 6.1 Collaborate with Visit Tucson Sports to maximize soccer, lacrosse and other sports that can be staged at Kino Sports Complex or other Pima County sports facilities and increase the local, regional and national events that fit with the recommendations of a Kino Sports Complex feasibility study by SFA and the sports assessment study conducted by Populous/The Planning Center.
- 6.2 Seek to expand existing cycling events and consider bringing in new events that include both cycling and running in order to increase the region's profile as an ideal cycling destination.
- 6.3 Create a consolidated gateway for all of our region's unique resources. Promote a story of Tucson and the region that showcases its uniqueness and diversity and fosters a sense of pride and a sense of place in residents and visitors alike.
- 6.4 Add to Kino Sports Complex's offerings on land adjoining the existing venues by master planning and constructing facilities that attract regional and national events, while also serving local users.
- 6.5 Complete "The Loop" trail and its local town connector trails and market it as part of the region's substantial cycling infrastructure.
- 6.6 Continue to support, through cooperative marketing and outreach programs, the mission of Pima County leased properties and all of the unique attractions throughout southern Arizona.
- 6.7 Work with regional medical centers, wellness facilities, Pima County Health Department, physicians, Banner-UAMC and Visit Tucson, to develop and market visitor incentive packages for those seeking medical care within our community.
- 6.8 Continue to bring the Korean Baseball Organization and teams from Mexico's Pacific Coast League to play and train at Kino Sports Complex.
- 6.9 Work with CABC and Visit Tucson to stage a Pima County familiarization tour for top Canadian decision-makers related to business expansion and relocation, along with land/company acquisitions and other mechanisms that would spur Canadian direct investment in our region.
- 6.10 Partner with the TAA and local business organizations to pursue additional nonstop flights from one or more US East Coast, Canadian and Mexican cities to TIA, since there are currently very limited East Coast and Mexico nonstop flights and no nonstop flights

to Tucson from Canada.

- 6.11 Work with Vamos a Tucson to identify business and tourism opportunities in Sonora and Sinaloa and meet with appropriate officials at the Hermosillo center and in Tucson.
- 6.12 Work to improve and expand existing Pima County tourist attractions, including the Kino Sports Complex, Old Tucson Studios, Arizona-Sonora Desert Museum, Colossal Cave Mountain Park, Pima Air and Space Museum and the Regional Visitors Center at Historic County Courthouse.
- 6.13 Reintroduce and support passage of reform legislation related to the PCSTA to fund tourism-related initiatives designed to increase tourism economic development.

## **7. MINING – MODERNIZING A TRADITIONAL INDUSTRY**

- 7.1. Continue to monitor and comment through the federal regulatory process on mining activities proposed or ongoing within Pima County with the goal of minimizing long-term adverse impacts of those operations and having any required mitigation provided within the area of actual impact.
- 7.2. Support mining activities that generally provide mitigation offsets in accordance with the established County conservation guidelines.
- 7.3. Continue to encourage advanced mining and resource extraction technology evolution to maximize recoverable economic minerals and minimize impacts to air, water and ecosystem resources of the County.
- 7.4. Continue to pursue reclamation efforts related to past mining activities and encourage relocation, stabilization and reforming of mine disposal sites and/or tailings disposals.
- 7.5. Promote use of renewable water supplies for all mining activities within Pima County.

## **8. ENHANCING OUR RELATIONSHIP WITH MEXICO**

- 8.1 Identify distribution companies in Pima County to provide locations for engineering, quality control and distribution support for companies in the maquiladora industry.
- 8.2 Complete the County economic development web page to serve as a regional resource and tool to attract business and investment from Mexico.
- 8.3 Continue to foster relationships on both sides of the border to increase border-crossing efficiency and to make Arizona POEs more competitive with quicker access and easier use.
- 8.4 Continue to promote development of infrastructure that maximizes our unique geographic location at the crossroads of the north/south and east/west trade routes.
- 8.5 Continue advocating at the federal level to increase Customs staffing to expedite border crossing for trucks and trains.
- 8.6 Continue our efforts with Sun Corridor Inc. and PAG to assist the Maquiladora industry in Sonora, Mexico in developing local, more reliable supply chains for materials and

manufacturing-related services.

- 8.7 Continue to foster the County's positive relationship with the Consulate of Mexico in Tucson to help facilitate the establishment and expansion of Mexican businesses in our region.
- 8.8 Continue financial support of Visit Tucson and its efforts to encourage Mexican tourism in Pima County, including enhancing medical tourism through partnerships with our region's wellness community.
- 8.9 Maintain a regular County presence at the Visit Tucson (Vamos-A-Tucson) office in Hermosillo, Mexico to encourage and facilitate Foreign Direct Investment and Mexican companies doing business in Pima County.
- 8.10 Continue efforts to increase Mexican Major League Baseball, including Spring Training and Spring Training games, at Kino Sports Complex.

## **9. ENHANCING OUR RELATIONSHIP WITH CANADA**

- 9.1 Quantify the economic impact of Canadian real estate investment in Pima County and develop a strategy to increase it.
- 9.2 Coordinate directly with the CABC to facilitate Canadian FDI in Pima County, promote Pima County exports and enhance tourism.
- 9.3 Work with Canadian and Mexican business interests to identify economic development opportunities in Pima County for Canadian companies seeking proximity to the markets and industries of Mexico.
- 9.4 Conduct a comprehensive inventory of Canadian companies in Pima County to identify corporate expansion and retention opportunities and to identify supply chain needs that could lead to expanded economic development in the region.
- 9.5 Work with Visit Tucson and other interested parties to expand air service between Pima County and Canadian airports.
- 9.6 Work with the CABC, Visit Tucson, Tucson Airport Authority and other interested parties to create opportunities for sports training at Kino Sports Complex.
- 9.7 Work with the Tucson Airport Authority to prioritize a direct flight to one of the key provinces in Canada once a direct East Coast flight is attained.

## **10. ENHANCING OUR RELATIONSHIP WITH EAST ASIA AND THE REPUBLIC OF KOREA**

- 10.1 Continue efforts to increase economic involvement with East Asia by supporting the Port of Tucson in its expansion.
- 10.2 Incorporate promotion of local export opportunities via the Port of Guaymas into our Mexico efforts, as well as our overarching economic development strategy for East Asia.
- 10.3 Support the extension of heavyweight corridors throughout Arizona to make our state

more competitive with Texas and other border states. Increase export capabilities for heavy objects and ocean containers from Asia passing through southern Arizona to maquiladora manufacturers in Nogales.

- 10.4 Continue to work with the Honorary Consul of The Republic of Korea in Tucson to increase bilateral trade, increase the presence of South Korean companies and attract FDI.
- 10.5 Coordinate with Visit Tucson and the Honorary Consul of the Republic of Korea in Tucson to expand South Korean tourism, festivals and spring training opportunities in our region.
- 10.6 Work with PCC to attract more students from The Republic of Korea.
- 10.7 Work with PCC for mutual support of the County's and PCC's objectives to expand the socioeconomic relationship with The Republic of Korea.

## **11. DOWNTOWN ENHANCEMENT**

- 11.1 Facilitate the creation of a regional visitors' center in collaboration with Visit Tucson, the Western National Parks Association and The University of Arizona Mineral Museum.
- 11.2 Encourage new or expanded primary employment in the downtown by making available for such the County-owned vacant property at Broadway Boulevard and Scott Avenue and 332 S. Freeway. The Broadway and Freeway properties are both along the Sun Link Streetcar route and provide significant opportunity for multistory building construction.
- 11.3 Market County Central Plant Services to adjacent or proximate properties to reduce the cost of building development and increase the economy of scale for provision of these services.
- 11.3 Continue to work toward expansion of the downtown as the legal and administrative center for the region, including further discussions with the UA to increase its downtown presence for legal training for University law students.
- 11.4 The County also owns the Bank of America Building in downtown Tucson, and the building is occupied by a mix of County users and private users. This mix should essentially remain the same, and any vacant space that becomes available should be leased to new downtown private employers. Presently, approximately 15,000 square feet of space is available for lease in this building.

## **12. JOB TRAINING AND EMPLOYMENT BASE DEVELOPMENT**

- 12.1 Partner with businesses and sector groups to develop specific targets and recommendations for career advancement pathways ranging from technician to professional levels.
- 12.2 Partner with Davis-Monthan Air Force Base, Fort Huachuca, PCC and local business on career expos for separating military personnel. Match veterans with local business, particularly technical and aerospace companies. Provide entrepreneurial training and

assistance to separating personnel.

- 12.3 Formalize the Border Regional Economic Development Consortium to pursue possible federal Economic Development Administration funding and other opportunities.
- 12.4 Complete the data collection survey of internal and external stakeholders for the Business Resource One-Stop Center and proceed with additional planning
- 12.5 Work with the WIB to develop, in conjunction with targeted industry sectors and educational institutions, career pathways that allow local workers to gain skills and certifications valued by employers.
- 12.6 Partner with United Way of Tucson and Southern Arizona and other public and private community partners on the *Cradle to Career* initiative to improve education and workforce readiness.
- 12.7 Include support for full funding of JTED in the Pima County Legislative Agenda and advocate for full funding of JTED programs to support Pima County businesses.
- 12.8 Include in the Pima County Legislative Agenda additional public funding for education.

### **13. THE ROLE OF ECONOMIC DEVELOPMENT IN ENDING POVERTY**

- 13.1 Forge a homegrown model to be used as a template for County and community-based programs that have the goal of bringing about economic sustainability for people living in poverty.
- 13.2 Become an "Employer of Choice" by establishing Employer Resource Networks in County departments and bundling County One-Stop, Library, and Health Department services to clients.
- 13.3 Engage businesses as partners in the Ending Poverty Now initiative to establish Employer Resource Networks that:
  - 13.3.1 Provide employers with resources to help employees deal with immediate poverty-related issues.
  - 13.3.2 Help new employees understand and meet employer expectations.
  - 13.3.3 Provide training and career path opportunities.
- 13.4 Develop community consensus on core public policies related to 1) affordable housing, 2) food security, 3) transportation, 4) education/training and skills enhancement, 5) parenting and childcare, 6) healthcare and medical services, 7) early childhood development, 8) income security and 9) asset preservation to reduce and/or end poverty.
- 13.5 Partner with United Way of Tucson and Southern Arizona to align the County's Employee Combined Appeal Campaign with the initiative to address poverty and educate County employees about the poverty initiative.
- 13.6 Support faith-based partnerships as a means to fill gaps in providing essential services for low-income families and individuals.

- 13.7 Support partnerships between education and training programs and institutions and faith-based organizations to better serve job-seekers.
- 13.8 Encourage collaboration between faith-based organizations and the private sector on strategies to combat poverty.
- 13.9 Develop an objective and fact-based analysis of poverty and its geographic locations within the community.

#### **14. INVESTING FOR AN ECONOMICALLY COMPETITIVE FUTURE**

- 14.1 Continue to advocate at the state and federal levels for increased revenue for transportation systems, particularly a statewide 10-cent per gallon gasoline tax increase, provided the entire HURF revenue stream is constitutionally protected from diversion. This can occur by direct legislative enactment or by the State Legislature referring the question of a tax increase and constitutional protection to the voters.
- 14.2 Continue to make property tax reductions available to expanding or new primary employers or export-based employers as an economic incentive for expansion or relocation.
- 14.3 Actively pursue alternative revenue sources for the County General Fund to support County justice and law enforcement functions; and in doing so, strive to reduce the County's primary property tax rate closer to the statewide average for counties.
- 14.4 Continue implementation of Pima Prospers, along with Pima County's Economic Development Plan.
- 14.5 Work cooperatively with area jurisdictions on complementary economic development strategies, including employment retention and expansion, workforce development, infrastructure development, international trade and tourism.
- 14.6 Convene quarterly economic development coordination meetings with the jurisdictions and stakeholders such as Sun Corridor Inc., area chambers of commerce, and others who have an interest in and focus on economic development. The purpose of these meetings will be to share information and to determine how best to coordinate regional activities related to economic development.
- 14.7 Advance economic development activities in coordination and consultation with Cochise, Pinal and Santa Cruz Counties.