



BOARD OF SUPERVISORS AGENDA ITEM REPORT
AWARDS / CONTRACTS / GRANTS

Award Contract Grant

Requested Board Meeting Date: 08/13/2024

* = Mandatory, information must be provided

or Procurement Director Award:

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

Economic Consultants Oregon Ltd. DBA ECONorthwest (Headquarters: Portland, OR)

***Project Title/Description:**

Comprehensive Housing Market Study & Charrette

***Purpose:**

Award: Supplier Contract No. SC2400001908. This Supplier Contract is for an initial term of one (1) year in the not-to-exceed contract amount of \$425,000.00 and includes four (4) one-year renewal options.

Administering Department: Community and Workforce Development.

***Procurement Method:**

Pursuant to Pima County Procurement Code 11.12.020, Competitive sealed proposals, Solicitation No. RFP-PO-240007 was conducted. Two (2) responses were received. Award is to the responsive and responsible respondent submitting the highest scoring proposal.

PRCUID: 501891

Attachment: Notice of Recommendation for Award and Professional Services Contract

***Program Goals/Predicted Outcomes:**

Contractor will produce a Housing Market Study and Target Market Analysis, and conduct a Multi-Day Visioning Charrette, to comprehensively inform County staff, and elected and appointed officials on planning and decision making and development of the dashboard.

***Public Benefit:**

Data supplied by the study will inform current and forecasted housing supply and demand within the entire County land area including municipal jurisdictions to develop responsive and effective policies to benefit resident and community needs and provide greater housing options and data visualization by way of a public facing dashboard.

***Metrics Available to Measure Performance:**

Performance is measured on a task completion model tied to reimbursement that includes: delivery of market analysis, housing needs, equity analysis, demand profiles, spatial distribution, plan concepts, engagement plan, open houses, stakeholder engagement, visioning charrette, engagement summary, draft and final report.

***Retroactive:**

No.

TO : CORB 7130124(1)

VERS: 0

PGS: 11

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: SC Department Code: N/A Contract Number (i.e., 15-123): 2400001908
Commencement Date: 08/13/24 Termination Date: 08/12/25 Prior Contract Number (Synergen/CMS):
[X] Expense Amount \$ 425,000.00 * [] Revenue Amount: \$

*Funding Source(s) required: Regional Affordable Housing Fund

Funding from General Fund? [] Yes [X] No If Yes \$ %
Contract is fully or partially funded with Federal Funds? [] Yes [X] No
If Yes, is the Contract to a vendor or subrecipient?
Were insurance or indemnity clauses modified? [] Yes [X] No
If Yes, attach Risk's approval.
Vendor is using a Social Security Number? [] Yes [X] 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)

[] Award [] 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: Procurement Officer: Kelsey Braun-Shirley Digitally signed by Kelsey Braun-Shirley Date: 2024.07.19 14:29:37 -0700 Acting Division Manager: Troy McMaster Digitally signed by Troy McMaster Date: 2024.07.19 14:45:56 -0700
Department: Procurement Director: Terri Spencer Digitally signed by Terri Spencer Date: 2024.07.19 15:54:32 -0700 Telephone: (520)724-7466

Department Director Signature: [Signature] Date: 7/24/2024
Deputy County Administrator Signature: [Signature] Date: 29 July 2024
County Administrator Signature: [Signature] Date: 7/24/2024



NOTICE OF RECOMMENDATION FOR AWARD

Date of Issue: July 23, 2024

The Procurement Department hereby issues formal notice to respondents to (Solicitation No. RFP-PO-2400007 for Comprehensive Housing Market Study & Charrette that the following listed respondent will be recommended for award as indicated below. The award action is scheduled to be performed by the Board of Supervisors on or after August 13, 2024.

Award is recommended to the highest scoring proposal.

AWARDEE NAME

Economic Consultants Oregon Ltd.
DBA ECONorthwest

AWARD AMOUNT

\$425,000.00

OTHER RESPONDENT NAMES

Stantec Consulting Services Inc.
DBA Stantec

Issued by: Kelsey Braun-Shirley, Procurement Officer

Telephone Number: (520) 724-7466

This notice is in compliance with Pima County Procurement Code §11.12.020(C) and §11.20.010(C).

Copy to: Pima County SBE via e-mail at SBE@pima.gov.

TM

Pima County Department of Procurement

Project: Comprehensive Housing Market Study & Charrette

**Contractor: Economic Consultants Oregon Ltd.
DBA EConorthwest
920 SW 6th Ave Ste 1400
Portland, OR, 97204**

Amount: \$425,000.00

Contract No.: SC2400001908

Funding: Regional Affordable Housing Fund

PROFESSIONAL SERVICES CONTRACT

1. Parties and Background.

- 1.1. Parties. This Contract is between Pima County, a body politic and corporate of the State of Arizona ("County"), and Economic Consultants Oregon Ltd. DBA EConorthwest ("Contractor").
- 1.2. Purpose. The Pima County Community and Workforce Development Department requires the comprehensive housing market study and charrette to help develop responsive and effective policies to benefit resident and community needs and provide greater housing options.
- 1.3. Authority. County selected Contractor pursuant to and consistent with County's Procurement Code 11.12.020 Competitive Sealed Proposals;
- 1.4. Solicitation and Other Documents. County previously issued Solicitation No. RFP-PO-2400007 for certain services (the "Solicitation"). Requirements and specifications contained in the Solicitation, all documents included in the Solicitation, and any information and documentation submitted by Contractor in response to the Solicitation, are incorporated into this Contract by reference.
- 1.5. Contractor's Response. Contractor submitted the most advantageous response to the Solicitation.

2. Term.

- 2.1. Initial Term. The term of this Contract commences on August 13, 2024 and will terminate on August 12, 2025 ("Initial Term"). "Term," when used in this Contract, means the Initial Term plus any exercised extension options under Section 2.2. If the commencement date of the Initial Term is before the signature date of the last party to execute this Contract, the parties will, for all purposes, deem the Contract to have been in effect as of the commencement date.
- 2.2. Extension Options. County may renew this Contract for up to four (4) additional periods of up to 1 year each (each an "Extension Option"). An Extension Option will be effective only upon execution by the Parties of a formal written amendment.

3. Scope of Services. Contractor will provide County with the services described in **Exhibit A: Scope of Services** (5 pages), at the dates and times described on **Exhibit A** or, if **Exhibit A** contains no dates or time frames, then upon demand. The Services must comply with all requirements and specifications in the Solicitation.

4. Key Personnel. Contractor will employ suitably trained and skilled professional personnel to perform all consultant services under this Contract. Prior to changing any key personnel, especially those key

personnel County relied upon in making this Contract, Contractor will obtain the approval of County. The key personnel include the following staff:

Name: <u>Tyler Bump</u>	Title: <u>Project Director</u>
Name: <u>Lee Ann Ryan</u>	Title: <u>Project Manager</u>

5. Compensation and Payment.

- 5.1. Rates; Adjustment. County will pay Contractor at the rates set forth in **Exhibit B: Compensation and Payment** (1 page). Those rates will remain in effect during an Extension Option period unless Contractor, at least 90 days before the end of the then-existing Term, or at the time the County informs Contractor that the County intends to extend the Term, if that is earlier, notifies County in writing of any adjustments to those rates, and the reasons for the adjustments.
- 5.2. Maximum Payment Amount. County's total payments to Contractor under this Contract, including any sales taxes, may not exceed \$425,000.00 (the "NTE Amount"). The NTE Amount can only be changed by a formal written amendment executed by the Parties. Contractor is not required to provide any services, payment for which will cause the County's total payments under this Contract to exceed the NTE Amount; if Contractor does so, it is at the Contractor's own risk.
- 5.3. Sales Taxes. The payment amounts or rates in **Exhibit B** do not include sales taxes. Contractor may invoice County for sales taxes that Contractor is required to pay under this Contract. Contractor will show sales taxes as a separate line item on invoices.
- 5.4. Timing of Invoices. Contractor will invoice County on a monthly basis unless a different billing period is set forth in **Exhibit B**. County must receive invoices no more than 30 days after the end of the billing period in which Contractor delivered the invoiced products or services to County. County may refuse to pay for any product or service for which Contractor does not timely invoice the County and, pursuant to A.R.S. § 11-622(C), will not pay for any product or service invoiced more than 6-months late.
- 5.5. Content of Invoices. Contractor will include detailed documentation in support of its invoices and assign each amount billed to an appropriate line item.
- 5.6. Invoice Adjustments. County may, at any time during the Term and during the retention period set forth in Section 23 below, question any payment under this Contract. If County raises a question about the propriety of a past payment, Contractor will cooperate with County in reviewing the payment. County may set-off any overpayment against amounts due to Contractor under this or any other Contract between County and Contractor. Contractor will promptly pay to County any overpayment that County cannot recover by set-off.

6. Insurance. Contractor will procure and maintain at its own expense insurance policies (the "**Required Insurance**") satisfying the below requirements (the "**Insurance Requirements**") until all its obligations under this Contract have been met. The below Insurance Requirements are minimum requirements for this Contract and in no way limit Contractor's indemnity obligations under this Contract. The County in no way warrants that the required insurance is sufficient to protect the Contractor for liabilities that may arise from or relate to this Contract. If necessary, Contractor may obtain commercial umbrella or excess insurance to satisfy the Insurance Requirements.

- 6.1. Insurance Coverages and Limits: Coverage must be placed with insurers acceptable to the County with A.M. Best rating of not less than A-VII, unless otherwise approved by the County.
 - 6.1.1. Commercial General Liability (CGL) – Occurrence Form with limits not less than \$2,000,000 Each Occurrence and \$2,000,000 General Aggregate. Policy shall include cover for liability arising from premises, operations, independent contractors, personal injury, bodily injury, property damage, broad form contractual liability and products-completed operations. Any standard coverages excluded from the CGL policy, such as products/completed operations,

etc. shall be covered by endorsement or separate policy and documented on the Certificates of Insurance.

- 6.1.2. Business Automobile Liability – Coverage for bodily injury and property damage on any owned, leased, hired, and/or non-owned autos assigned to or used in the performance of this Contract with minimum limits not less than \$1,000,000 Each Accident.
- 6.1.3. Workers' Compensation and Employers' Liability – Statutory coverage for Workers' Compensation. Workers' Compensation statutory coverage is compulsory for employers of one or more employees. Employers Liability coverage with limits of \$1,000,000 each accident and \$1,000,000 each employee – disease.
- 6.1.4. Professional Liability (E & O) Insurance – This insurance is required for work from professionals whose coverage is excluded from the above CGL policy. The policy limits shall be not less than \$2,000,000 Each Claim and \$2,000,000 Annual Aggregate. The insurance shall cover professional misconduct or negligent acts of anyone performing any services under this Contract.
- 6.1.5. In the event that the Professional Liability insurance required by this Contract is written on a claims-made basis, Contractor shall warrant that continuous coverage will be maintained as outlined under "Additional Insurance Requirements-Claims Made Coverage" located in the next section.
- 6.2. Additional Coverage Requirements: The policies shall include, or be endorsed to include, as required by this written agreement, the following provisions.
 - 6.2.1. Claims Made Coverage: If any part of the Required Insurance is written on a claims-made basis, any policy retroactive date must precede the effective date of this Contract, and Contractor must maintain such coverage for a period of not less than three (3) years following Contract expiration, termination or cancellation.
 - 6.2.2. Additional Insured Endorsement: The General Liability and Business Automobile Liability Policies shall each be endorsed to include Pima County and all its related special districts elected officials, officers, agents, employees and volunteers (collectively "County and its Agents") as additional insureds with respect to vicarious liability arising out of the activities performed by or on behalf of the Contractor. The full policy limits and scope of protection must apply to County and its Agents as an additional insured, even if they exceed the Insurance Requirements.
 - 6.2.3. Subrogation Endorsement: The General Liability, Business Automobile Liability and Workers' Compensation Policies shall each contain a waiver of subrogation endorsement in favor of Pima County, and its departments, districts, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.
 - 6.2.4. Primary Insurance Endorsement: The Required Insurance policies must stipulate that they are primary and that any insurance carried by County, or its agents, officials, or employees, is excess and not contributory insurance.
 - 6.2.5. The Required Insurance policies may not obligate County to pay any portion of Contractor's deductible or Self Insurance Retention (SIR).
 - 6.2.6. Subcontractors: Contractor must either (a) include all subcontractors as additional insureds under its Required Insurance policies, or (b) require each subcontractor to separately meet all Insurance Requirements and verify that each subcontractor has done so, Contractor must furnish, if requested by County, appropriate insurance certificates for each subcontractor. Contractor must obtain County's approval of any subcontractor request to modify the Insurance Requirements as to that subcontractor.

- 6.3. **Notice of Cancellation:** Each required insurance policy must provide, and certificates specify, that County will receive not less than thirty (30) days advance written notice of any policy cancellation, except 10-days prior notice if sufficient when the cancellation is for non-payment of a premium. Notice must be mailed, emailed, hand-delivered, or sent via facsimile transmission to County's contracting representative, and must include the project or contract number and project description.
- 6.4. **Verification of Coverage:**
 - 6.4.1. Contractor must furnish County with a certificate of insurance (valid ACORD form or equivalent approved by Pima County) for each Required Insurance policy, which must specify that the policy has all the required endorsements, a notation of policy deductibles or SIRs relating to the specific policy and must include the Pima County project or contract number and project description. Each certificate must be signed by an authorized representative of the insurer.
 - 6.4.2. County may at any time require Contractor to provide a complete copy of any Required Insurance policy or endorsement. Note: Contractors for larger projects must provide actual copies of the additional insured and subrogation endorsements.
 - 6.4.3. Contractor must provide the certificates to County before work commences. Each Required Insurance policy must be in effect at least 15 days before work under this Contract commences. Contractor must provide County a renewal certificate not less than 15 days prior to a Required Insurance policy's expiration date. Failure to maintain the Required Insurance policies, or to provide evidence of renewal, is a material breach of this Contract.
 - 6.4.4. All insurance certificates must be sent directly to the appropriate County Department.
- 6.5. **Approval and Modifications:** County's Risk Manager may modify the Insurance Requirements at any point during the Term of this Contract. This can be done administratively, with written notice from the Risk Manager and does not require a formal Contract amendment. Neither the County's failure to obtain a required insurance certificate or endorsement, the County's failure to object to a non-complying insurance certificate or endorsement, nor the County's receipt of any other information from the Contractor, its insurance broker(s) and/or insurer(s), constitutes a waiver of any of the Insurance Requirements.
7. **Indemnification.** To the fullest extent permitted by law, Contractor will defend, indemnify, and hold harmless Pima County and any related taxing district, and the officials and employees of each of them (collectively, "Indemnitee") from and against any and all claims, actions, liabilities, losses, and expenses (including reasonable attorney fees) (collectively, "Claims") arising out of actual or alleged injury of any person (including death) or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by any act or omission of Contractor or any of Contractor's directors, officers, agents, employees, volunteers, or subcontractors. This indemnity includes any claim or amount arising or recovered under the Workers' Compensation Law or arising out of the failure of Contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. The Indemnitee will, in all instances, except for Claims arising solely from the acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all Claims. Contractor is responsible for primary loss investigation, defense and judgment costs for any Claim to which this indemnity applies. This indemnity will survive the expiration or termination of this Contract.
8. **Laws and Regulations.**
 - 8.1. **Compliance with Laws.** Contractor will comply with all federal, state, and local laws, rules, regulations, standards and Executive Orders.
 - 8.2. **Licensing.** Contractor warrants that it is appropriately licensed to provide the services under this Contract and that its subcontractors will be appropriately licensed.

- 8.3. Choice of Law; Venue.** The laws and regulations of the State of Arizona govern the rights and obligations of the parties under this Contract. Any action relating to this Contract must be filed and maintained in the appropriate court of the State of Arizona in Pima County.
- 9. Independent Contractor.** Contractor is an independent contractor. Neither Contractor, nor any of Contractor's officers, agents or employees will be considered an employee of Pima County for any purpose or be entitled to receive any employment-related benefits, or assert any protections, under the Pima County Merit System. Contractor is responsible for paying all federal, state and local taxes on the compensation received by Contractor under this Contract and will indemnify and hold County harmless from any and all liability that County may incur because of Contractor's failure to pay such taxes.
- 10. Subcontractors.** Contractor is fully responsible for all acts and omissions of any subcontractor, and of persons directly or indirectly employed by any subcontractor, and of persons for whose acts any of them may be liable, to the same extent that the Contractor is responsible for the acts and omissions of its own employees. Nothing in this Contract creates any obligation on the part of County to pay or see to the payment of any money due any subcontractor, except as may be required by law.
- 11. Assignment.** Contractor may not assign its rights or obligations under this Contract, in whole or in part, without the County's prior written approval. County may withhold approval at its sole discretion.
- 12. Non-Discrimination.** Contractor will comply with all provisions and requirements of Arizona Executive Order 2009-09, which is hereby incorporated into this Contract, including flow-down of all provisions and requirements to any subcontractors. During the performance of this Contract, Contractor will not discriminate against any employee, client or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin.
- 13. Americans with Disabilities Act.** Contractor will comply with Title II of the Americans with Disabilities Act (Public Law 110-325, 42 U.S.C.§§ 12101-12213) and the federal regulations for Title II (28 CFR Part 35).
- 14. Authority to Contract.** Contractor warrants its right and power to enter into this Contract. If any court or administrative agency determines that County does not have authority to enter into this Contract, County will not be liable to Contractor or any third party by reason of such determination or by reason of this Contract.
- 15. Full and Complete Performance.** The failure of either party to insist, in one or more instances, upon the other party's complete and satisfactory performance under this Contract, or to take any action based on the other party's failure to completely and satisfactorily perform, is not a waiver of that party's right to insist upon complete and satisfactory performance, or compliance with any other covenant or condition in this Contract, either in the past or in the future. The acceptance by either party of sums less than may be due and owing it at any time is not an accord and satisfaction.
- 16. Cancellation for Conflict of Interest.** This Contract is subject to cancellation for conflict of interest pursuant to A.R.S. § 38-511, the pertinent provisions of which are incorporated into this Contract by reference.
- 17. Termination by County.**
- 17.1. Without Cause. County may terminate this Contract at any time without cause by notifying Contractor, in writing, at least 30 days before the effective date of the termination. In the event of such termination, County's only obligation to Contractor will be payment for services rendered prior to the date of termination.
- 17.2. With Cause. County may terminate this Contract at any time without advance notice and without further obligation to County when County finds Contractor to be in default of any provision of this Contract.

17.3. **Non-Appropriation.** Notwithstanding any other provision in this Contract, County may terminate this Contract if for any reason there are not sufficient appropriated and available monies for the purpose of maintaining County or other public entity obligations under this Contract. In the event of such termination, County will have no further obligation to Contractor, other than to pay for services rendered prior to termination.

18. **Notice.** Any notice required or permitted to be given under this Contract must be in writing and be served by personal delivery or by certified mail upon the other party as follows:

County:

Terri Spencer, Director
Pima County Procurement
150 W Congress St 5th Floor
Tucson, AZ 85701
(520) 724-3722, Terri.Spencer@pima.gov

Contractor:

Cindy O'Connell, Head of Operations and Finance
920 SW 6th Ave Ste 1400
Portland, OR 97204
(503) 200-5076, occonnell@econw.com

19. **Non-Exclusive Contract.** Contractor understands that this Contract is nonexclusive and is for the sole convenience of County. County reserves the right to obtain like services from other sources for any reason.

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

21. **Severability.** Each provision of this Contract stands alone, and any provision of this Contract found to be prohibited by law will be ineffective to the extent of such prohibition without invalidating the remainder of this Contract.

22. **Use of County Data.** Unless it receives County's prior written consent, Contractor: (a) shall not access, process, or otherwise use County Data other than as necessary to provide contracted services or products; and (b) shall not intentionally grant any third party access to County Data, including without limitation Contractor's other customers, except subcontractors that are subject to a reasonable nondisclosure agreement. Notwithstanding the foregoing, Contractor may disclose County Data as required by applicable law or by proper legal or governmental authority. Contractor shall give County prompt notice of any such legal or governmental demand and reasonably cooperate with County in any effort to seek a protective order or otherwise to contest such required disclosure, at County's expense. Upon termination or completion of the Contract, Contractor will, within 60 calendar days, either return all County Data to County or will destroy County Data and confirm destruction to County in writing. As between the parties, County retains ownership of County Data. "County Data" means data in electronic or paper form provided to Contractor by County, including without limitation personal identifying information as defined in A.R.S. § 13-2001(10).

23. **Books and Records.** Contractor will keep and maintain proper and complete books, records and accounts, which will be open at all reasonable times for inspection and audit by duly authorized representatives of County. In addition, Contractor will retain all records relating to this Contract for at least five (5) years after its expiration or termination or, if later, until any related pending proceeding or litigation has concluded.

24. **Public Records.**

24.1. **Disclosure.** Pursuant to A.R.S. § 39-121 et seq., and A.R.S. § 34-603(H) in the case of construction or Architectural and Engineering services procured under A.R.S. Title 34, Chapter 6, all documents submitted in response to the solicitation resulting in award of this Contract, including, but not limited to, pricing schedules, product specifications, work plans, and any supporting documents, are public records. As such, those documents are subject to release and/or review by the general public upon request, including competitors.

24.2. 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.

25. Legal Arizona Workers Act Compliance.

25.1. 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.

25.2. 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.

25.3. 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.

25.4. Subcontractors. Contractor will advise each subcontractor of County's rights, and the subcontractor's obligations, under this Section 25 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."

26. Grant Compliance. Not Applicable to this Contract.

27. Written Orders. County will order services under this Contract by issuing a Delivery Order (DO) document. Order documents will be furnished to Contractor via e-mail or telephone.

Contractor must not perform services pursuant to the contract that are not documented or authorized by a Delivery Order (DO) at the time of provision. County accepts no responsibility for control of or payment for services not documented by a County Delivery Order (DO).

Contractor will establish, monitor, and manage an effective contract administration process that assures compliance with all requirements of this Contract. In particular, Contractor will not provide services other than those described in this Contract, in excess of the Maximum Payment Amount, or after the Term of the

Contract has ended, without a Contract amendment properly executed and issued by County, as provided below. Any services provided in excess of that stated in this Contract are at Contractor's own risk.

28. **Counterparts.** The parties may execute the Contract that County awards pursuant to the solicitation in any number of counterparts, each counterpart is considered an original, and together such counterparts constitute one and the same instrument.
29. **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.
30. **Forced Labor of Ethnic Uyghurs.** Pursuant to A.R.S. § 35-394, if Contractor engages in for-profit activity and has 10 or more employees, Contractor certifies it is not currently using, and agrees for the duration of this Contract to not use (1) the forced labor of ethnic Uyghurs in the People's Republic of China; (2) any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; and (3) any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China. If Contractor becomes aware during the term of the Contract that the Company is not in compliance with A.R.S. § 35-394, Contractor must notify the County within five business days and provide a written certification to County regarding compliance within one hundred eighty days.
31. **Amendment.** The parties may modify, amend, alter or extend this Contract only by a written amendment signed by the parties.
32. **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.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

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).

IN WITNESS WHEREOF, the parties have approved this Professional Services Contract and agree to be bound by the terms and conditions of the Contract on the dates written below.

This contract template has been approved as to form by the Pima County Attorney's Office.

PIMA COUNTY

CONTRACTOR

Chair, Board of Supervisors

DocuSigned by:

0BE56807BE914FA

Authorized Officer Signature

Date

Tyler Bump Partner

Printed Name and Title

7/15/2024

Date

ATTEST

Clerk of the Board

Date

EXHIBIT A: SCOPE OF SERVICES (5 PAGES)**1. BACKGROUND AND PURPOSE:**

Affordable housing for all income levels is a national problem. However, Pima County will distinguish itself in how it addresses the needs of the community, as there is no "one-size fits all" solution. Indeed, our community's geography, culture, as well as our investments and development practices, and how we grow into the future will be key to shaping our strategic housing policy and investments.

Past market crashes and the current state of the economy post-COVID, with rising inflation and an expected recession have created an environment where housing supply has failed to keep pace with demand and rent and home prices have strained household budgets to unsustainable levels, forcing households to compromise on essential needs.

Catastrophic events due to climate change including hurricanes, flooding, and fires, combined with the health crisis of COVID-19 has driven hundreds of thousands of households across the country to the sunbelt as a haven of 365-day weather and relatively cheaper housing options, creating further stress on generations of residents already in place. Water as a limiting factor of future growth will have to be accounted for in our strategic housing policies. The County must also commit itself to housing justice.

Demographic studies to date have been borne out of the reality of our growth. As fertility rates decline, and the community's population grows faster than total population growth, much of our growth is shown to come from interstate and international migration. Households headed by those 35 years of age and younger are typically looking for starter homes such as apartments, condominiums, townhouses, and smaller homes on smaller lots. Those between 35 and 64 years of age are at their peak housing demand stage of life where partners with children and pets want larger homes on larger lots. The booming cohort of empty nesters are seeking smaller homes on smaller lots or attached options. By 2030, all those households age 65 and older will have entered the downsizing stage.

The County's Pima Prosper Plan Use of Land chapter has strong language describing the need to build in a more sustainable, compact fashion for the efficient use of tax revenue and existing infrastructure. The plan identifies multiple areas of focused development and emphasizes smart growth policies. The County is establishing a new Housing Commission to address the needs of County residents. Pima County will provide the best available tools to keep staff and officials informed of the market environment, empowering the planning and development process.

Example of available previous studies include:

- City of South Tucson Target Market Analysis
- City of South Tucson Neighborhood Revitalization Strategy Area Plan
- Flowing Wells Neighborhood Revitalization Strategy Area Plan
- Analysis of Impediments to Fair Housing
- Pima County/City of Tucson Five-Year Consolidated Plan
- UA Eller Map AZ Dashboard Housing Market Study

2. OBJECTIVE:

Pima County is planning an online dashboard for current and forecasted housing supply and demand within the entire county land area including municipal jurisdictions to develop responsive and effective policies to benefit resident and community needs and provide greater housing options. Developing this dashboard requires a comprehensive market study and target market analysis. This process will require a multi-day intensive vision charrette for policy, from the kick-off of the market study to operationalizing the findings and plan priorities. Therefore, the County is soliciting the services and expertise of a consultant to produce a Housing Market Study and Target Market Analysis, and to conduct a Multi-Day Visioning Charrette, to comprehensively inform County staff, and elected and appointed officials planning and decision-making and development of the dashboard.

Among the broad goals of this endeavor are to:

- Determine the existing and future demand to 2030.
- Enumerate Pima County's housing unit typologies.
- Enumerate County resident incomes and household makeups.
- Compare how well supply and unit typologies match to incomes and households.
- Determine market segments and how and where to build for them.
- Analyze the velocity of construction.
- Analyze what is being built.
- Analyze the demand for marketable building typologies.
- Crafting a plan for future development.
- Determine the number and location of households at risk of foreclosure or eviction.
- Analyze appraisals and evaluate property taxes distributed equitably.

3. HOUSING MARKET STUDY:

- 3.1.** Contractor will develop and conduct a study of demographic, economic, and housing stock conditions to assess Pima County housing needs and the market landscape using both publicly available and proprietary data.
- 3.2.** The study must include a housing market analysis and detailed housing inventory to understand the economic and financial fundamentals including the local housing market.
- 3.3.** The study must address and report on each of the following key demographic, economic, and housing-related factors:
 - 3.3.1.** Demographic data analysis of Pima County
 - a. Population and households
 - b. Race and ethnicity
 - c. Income and poverty
 - d. Age
 - e. Household type
 - f. Disability
 - g. Language barriers
 - 3.3.2.** Economic data analysis
 - a. Employment and labor participation
 - b. COVID-19 and jobs analysis
 - c. Top employers and industries
 - d. Commuting patterns
 - e. Housing & transportation affordability index
 - 3.3.3.** Total and unmet housing need
 - a. Homeownership
 - b. Rental housing
 - c. Housing demand estimates
 - d. Supply, number of units by type and unit count
 - e. Housing needs of older adults
 - f. Impact of universities on housing
 - g. Vacancy rate
 - h. Rental prices
 - i. Home sale prices
 - j. Age of housing stock
 - k. Residential permit activity
 - l. Housing cost burden by income level
 - 3.3.4.** Affordable housing supply
 - a. Subsidized housing
 - b. Fair housing
 - c. Homeless and at-risk populations
 - d. Workforce housing needs
 - 3.3.5.** Fair housing assessment

- a. County Assessor and Treasurer property tax trends (2000-2030)
- b. Displacement vulnerability
- c. Foreclosure and eviction risk

4. TARGET MARKET ANALYSIS:

- 4.1. Contractor will conduct a Target Market Analysis (TMA) studying the lifestyle preferences of groups of households likely to rent or purchase new home products, therefore representing ideal targets which the collective housing industry including Pima County, cities, tribal authorities, housing authorities, and for- and non-profit developers could build for, and aim marketing efforts and resources. The TMA will be used to:
 - 4.1.1. Identify how much to build and how fast to optimize absorption rates.
 - 4.1.2. Identify the optimal building formats, sizes, tenures, and unit sizes.
 - 4.1.3. Avoid risky development mistakes that can cost time and money.
 - 4.1.4. Guide planning documents, updates, and zoning ordinances.
 - 4.1.5. Demonstrate due diligence that helps recruit developers and investors.
 - 4.1.6. Demonstrate the need for missing formats – even without market comps.
- 4.2. The target market will establish the optimum market position for residential development of the entire jurisdiction and targeted areas through cluster analysis of household living within designated draw areas.
- 4.3. Target market analysis builds on supply and demand analysis by evaluating the potential impact of newly introduced housing supply on settlement patterns, which can be substantial when that supply is specifically targeted to match the housing preferences and financial capabilities of specific geographies, determining the depth and breadth of the potential market, and even in locations where no close comparables exist. The potential market for new units will be determined by the correlation of a number of factors including but not limited to household mobility rates, median incomes, lifestyle characteristics and housing preferences, site locations, and the competitive environment.
- 4.4. The analysis will conclude with the optimum market position-by tenure, building configuration and household type, including specific recommendations for unit sizes, rents, and/or prices and projections of absorption within the local housing context.

5. MULTI-DAY VISIONING CHARRETTE:

- 5.1. Contractor will prepare and conduct a multi-day charrette as a central visionary event in conjunction with the Housing Market Study to receive stakeholder input, help prioritize future development, and identify the roles and responsibilities of multiple parties in the region and the County jurisdiction.
- 5.2. Contractor will:
 - 5.2.1. Conduct an initial Project Start-Up Meeting to create a shared understanding of the project, purpose, process and schedule between the County and team members, including staff and elected and appointed officials.
 - 5.2.2. Conduct an initial Stakeholder Analysis by identifying key stakeholders, their issues, levels of involvement and strategies for outreach.
 - 5.2.3. Create a Charrette Products List, consisting of drawings, studies and documents that describe a feasible plan that must be completed by the end of the charrette. This includes but is not limited to preliminary analysis briefing materials, copies of all public presentations, and implementation plans.
 - 5.2.4. Prepare a guiding document for the project management team that lists the project phases, events, and products on a timeline and assigns roles and responsibilities for each task.
 - 5.2.5. Prepare a charrette schedule in table format indicating charrette events, such as open house hours, meetings, meals and productions targets. List the times when each charrette team member will be present at the charrette.
 - 5.2.6. Prepare a document that indicates the landowner, community group, school, faith-based, and general stakeholders, their issues and positions and recommended outreach and engagement strategy designed to solicit their continued input and participation in the process.
 - 5.2.7. Describe the plan for facilitating community engagement (“Facilitation Plan”) per the Stakeholder Identification Analysis at three (3) levels:

- a. The large public gathering, such as a lecture or workshop.
 - b. The group meeting, such as a neighborhood organization, steering committee, or business group meeting.
 - c. The individual or small group meeting, which consists of one (1) to five (5) people, such as elected officials, business and property owners or other key stakeholders.
- 5.2.8.** Include in the facilitation plan a methodology for generating proportional demographic community representation including traditionally underserved populations.
- 5.2.9.** Create a set of quantifiable objectives and measures based on stakeholder interviews, governing policies and standards, project goals and economic, engineering, and environmental constraints. These measures are to be revised as new information arises and will guide the design decision-making process.
- 5.2.10.** Conduct a public kick-off meeting early in the project process. The meeting purpose is to inform the community about the project purpose, process, and their options for involvement. The meeting should include exercises to elicit information and vision elements from the community. Assist the County with project media communications and publicity.
- 5.2.11.** Based on existing, related community-planning reports, plans, and studies from local planning agencies, universities, and community advocacy groups, conduct all necessary base data research called for in the Project Process Roadmap, e.g. the existing state of the community in terms of economic/fiscal conditions, transportation, stormwater, wetlands, energy consumption, housing types, demographics, air quality, and other measures.
- 5.2.12.** Prepare a concise summary of the information from all previous phases of work including summaries on project assessment and organization, stakeholder research, education and involvement, and base data research and analysis.
- 5.2.13.** Be responsible for pre-charrette logistics, including:
- a. Work with County to refine and revise the charrette schedule as new information becomes available.
 - b. Assist with the logistical requirements, including preparing and distributing agendas for all meetings held during the charrette.
- 5.2.14.** Conduct a multiple-day public charrette that includes the following events and tasks:
- a. Conduct a public meeting in order to establish a community understanding of the project background, purpose, process, roles, and opportunities for community involvement, and use hands-on drawing exercises and other methods to elicit public input on such topics as community values, and future vision.
 - b. Create a minimum of three (3) plan concepts based on community input from Charrette Opening Public Meeting the Project Objectives and Measures, as well as engineering, environmental, policy, and other project requirements.
 - c. Review the alternative concepts with regulatory agencies and primary stakeholders such as landowners and community leaders.
 - d. Conduct a public meeting or open house to present the alternative concepts and to facilitate a dialogue among all the relevant viewpoints represented. Gather the information necessary to narrow the alternative concepts into a preferred plan.
 - e. Develop a draft preferred plan by accounting for all the information from the second public meeting or open house, merging the high performing elements of the alternative concepts with any newly developed design elements. Document the degree to which the preferred plan performs according to the Project Objectives and Measures.
 - f. Review the preferred plan with regulatory agencies and primary stakeholders as necessary.
 - g. Conduct an open house to present the preferred plan and solicit community feedback.
 - h. Conduct detailed design studies and feasibility studies tests of the preferred plan. Example studies include environmental impacts and economic and market feasibility. Develop preliminary project implementation documents such as zoning plans and codes.
 - i. Conduct a final charrette public meeting. Present a concise and comprehensive summary of project goals, the charrette process, and all elements of the draft preferred plan. Gather

community input through an open discussion or open house format. Provide the County with electronic files of the final charrette products upon the conclusion of the charrette.

- 5.2.15.** Be responsible for post-charrette activities as follows:
- a. Using the press and other media communications, disseminate the proceedings and final products of the charrette. For example, update the online dashboard or post selected charrette products on the County's website.
 - b. Perform all necessary final feasibility studies of the charrette documents. Create a draft revision of the charrette documents.
 - c. Produce a report that concisely describes the project, the process, and the plan. The report should cover the entire project process, highlighting stakeholder involvement and decision-making processes. The documents should be capable of educating those who did not participate in the process previously.
 - d. Hold a public meeting or series of meetings no later than six (6) weeks following the charrette to present the recommended revisions of the preferred plan and solicit public input.
 - e. Make final revisions to the report based on the input from the City and the final public meeting.
 - f. Provide all enabling documents necessary to incorporate the final plan into the jurisdiction's regulatory framework. Provide preliminary and final drafts for staff review. Examples include regulating plans, form-based codes, development standards, entitlement standards, and transportation standards.
- 5.2.16.** Conduct three (3) training sessions with staff, commissioners, and elected officials to ensure that those who are responsible for the day-to-day administration of the plan have a clear understanding of its purpose and process.

END OF EXHIBIT A.

EXHIBIT B: COMPENSATION AND PAYMENT (1 PAGE)
(Net 30-day Payment Terms)

- 1.1. Contractor's unit prices must include all incidentals and associated costs required to comply with and satisfy all requirements of this solicitation, which includes the Instructions to Offerors and the Professional Services Contract. County will make no payments for items not in the contract and Contractor will not invoice them.
- 1.2. Contractor will invoice County for each item upon its completion.

TASK	COST	% OF BUDGET
Task 1a: Kickoff	\$2,500	1%
Task 1b: Ongoing PM	\$19,000	5%
Task 2a: Market Analysis	\$25,000	6%
Task 2b: Housing Needs	\$64,000	16%
Task 2c: Equity Analysis	\$21,000	5%
Task 3a: Demand Profiles	\$18,000	5%
Task 3b: Spatial Distribution	\$18,000	4%
Task 3c: Plan Concepts	\$33,000	9%
Task 4a: Engagement Plan	\$7,000	2%
Task 4b: Open Houses	\$24,000	6%
Task 4c: Stakeholder Engagement	\$15,000	4%
Task 4d: Visioning Charrette	\$60,000	20%
Task 4e: Engagement Summary	\$10,000	3%
Task 5: Draft & Final	\$55,000	14%
Additional Costs		
Travel	\$16,000	4%
Printing Materials	\$3,000	1%
TOTAL BUDGET	\$390,500	

END OF EXHIBIT B