



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

☐ Award ☒ Contract ☐ Grant

Requested Board Meeting Date: January 14, 2020

\* = Mandatory, information must be provided

or Procurement Director Award ☐

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

DM50

**\*Project Title/Description:**

**Davis Monthan Air Force Base Advocate; Economic Development Activities**

**\*Purpose:**

As Davis-Monthan Air Force Base is a primary employment center for Pima County, tracking and analyzing the key factors related to Pentagon mission decision processes and maintaining communication with the Air Force, Department of Defense, and members of Congress are important activities related to maximizing the value of Davis-Monthan to the community. Additionally, promotion of community relations and retention of separating military members for Pima County workforce needs is critical to the integration of Davis-Monthan into the community to improve mission understanding, strengthen the relationship between Davis-Monthan personnel and community members and impact economic development. The purpose of this funding is to facilitate and support the execution of these tasks.

**\*Procurement Method:**

Direct Select per Board of Supervisors Policy D29.6, III-C.

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

1. Retain and expand missions at Davis-Monthan Air Force Base.
2. Enhance retention of personnel leaving the military into the Pima County Workforce
3. Identification of and advocacy for key factors affecting the impact on Pima County's economy.
4. Enhance communication of the benefits brought to the community by Davis-Monthan Air Force Base.
5. Enhance the communication of community issues and benefits related to Davis-Monthan to our congressional team.
6. Improve the integration of Davis-Monthan personnel with the community.
7. Articulation of issues that Pima County can address in support of one of our largest employers.

**\*Public Benefit:**

1. Improved communication between Davis-Monthan and the community creates a more collaborative dialog for issues to be addressed by both sides.
2. Mission retention and attraction of expanded missions at Davis-Monthan brings additional employment, disposable income and involvement in the community and strengthens the case to avoid base closure.
3. Increased information flow related to missions being considered for transfer to/from Davis-Monthan gives the community a better understanding of the potential impact and another avenue for input into the process.

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

1. Employment levels at Davis-Monthan and related suppliers to on-base activities such as AMARG.
2. Increased retention of badly needed aerospace related workers for the expanding aerospace industry.
3. Improved communication between Davis-Monthan and the community.

**\*Retroactive:**

No.

TO: COB 12-31-2019 (1)  
Vers.: 1  
pgs.: 7

**Contract / Award Information**Document Type: CT Department Code: CA Contract Number (i.e., 15-123): 20\*189Effective Date: 1-14-2020 Termination Date: 6-30-2020 Prior Contract Number (Synergen/CMS): \_\_\_\_\_☒ Expense Amount: \$\* 60,000.00 ☐ Revenue Amount: \$ \_\_\_\_\_**\*Funding Source(s) required:** General FundFunding from General Fund? ☒ Yes ☐ No If Yes \$ \$60,000.00 % \_\_\_\_\_Contract is fully or partially funded with Federal Funds? ☐ Yes ☒ No**If Yes, is the Contract to a vendor or subrecipient?** \_\_\_\_\_Were insurance or indemnity clauses modified? ☒ Yes ☐ No*If Yes, attach Risk's approval.*Vendor is using a Social Security Number? ☐ Yes ☒ No*If Yes, attach the required form per Administrative Procedure 22-10.***Amendment / Revised Award Information**

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

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

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: John MoffattDepartment: Economic Development Office Telephone: 724-4444Department Director Signature/Date: [Signature] 12/19/19

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

County Administrator Signature/Date: C. D. [Signature] 12/19/19  
(Required for Board Agenda/Addendum Items)



# MEMORANDUM

Date: December 31, 2019

To: C.H. Huckelberry  
County Administrator

From: John H. Moffatt, Director  
Economic Development Office

A handwritten signature in black ink, appearing to read "JH Moffatt", is written over the printed name and title of the sender.

Re: **DM50 – Professional Services Direct Select Contract Request**

The Office of Economic Development seeks your approval of the direct select professional services contract with DM50 as described below.

Davis-Monthan Air Force Base is a primary employment center for Pima County. Tracking and analyzing the key factors related to Pentagon mission decision processes and maintaining communication with the Air Force, Department of Defense, and members of Congress are important activities related to maximizing the value of Davis-Monthan to the community. Additionally, promotion of community relations and retention of separating military members for Pima County workforce needs is critical to the integration of Davis-Monthan into the community to improve mission understanding, strengthen the relationship between Davis-Monthan personnel and community members and impact economic development. The purpose of this funding is to facilitate and support the execution of these tasks.

Accordingly, I am submitting the attached Professional Services Contract for DM50 for your consideration and approval. I will gladly address any questions you might have on this process.

JM/dr

Attachment

APPROVED

DENIED

A handwritten signature in black ink, appearing to read "C. Huckelberry", is written over the printed name and title of the recipient.  
C.H. Huckelberry, County Administrator

12/31/19  
Date

**Pima County Department of Economic Development**

**Project: Davis Monthan Air Force Base Advocate; Economic Development Activities**

**Contractor: DM50**

**Amount: \$60,000**

**Contract No.: CT-CA-20\*189**

**Funding: General Fund**

**BOARD OF SUPERVISORS FUNDING AGREEMENT**

**1. Parties, Background and Purpose.**

- 1.1. This Funding Agreement ("**Contract**") is between Pima County, a political subdivision of the State of Arizona ("**County**"), and DM50, an Arizona private nonprofit corporation that is tax-exempt under 26 U.S.C. § 501(c)(6) ("**DM50**").
- 1.2. The presence of Davis-Monthan Air Force Base ("**DMAFB**") has been critical to the economic well-being of the residents of Pima County. Because of that, County has been involved in efforts to keep Davis-Monthan Air Force Base operating in Pima County since the initial announcement of the Base Realignment Closure Act of 1988 by the Congress of the United States.
- 1.3. DM50 is a nonprofit corporation that is dedicated to enhancing and strengthening the relationship between DMAFB personnel and the civilian population of the region; facilitating the continued operation of DMAFB; improving the economic condition of Pima County; and enhancing job creation to protect and promote the economic welfare of the residents of Pima County.
- 1.4. The County has authority, under A.R.S. § 11-254.04, to expend County funds for the purpose of economic development. The Board of Supervisors has found and determined that providing financial assistance to DM50 for pursuing its mission will assist in the creation or retention of jobs or will otherwise improve or enhance the economic welfare of the inhabitants of the County.

2. **Term.** The term of this DM50 commences upon execution by Pima County Board of Supervisors, and runs through June 30, 2020, unless sooner terminated or further extended. County may extend this DM50 for up to 4 additional periods of up to one-year each. Any modification or extension of this DM50 must be by formal written amendment executed by the parties.

**3. Responsibilities of DM50.**

- 3.1. **Mission.** DM50's mission is set forth in Section 2.2 above.
- 3.2. **Activities.** DM50 functions as an advocate for DMAFB, and for the continued presence and enhancement of DMAFB's mission in Southern Arizona, for the benefit of the local economy. Among other things, DM50 helps build and foster relationships among DMAFB personnel and the commercial, political, educational, and social leadership of Pima County, the State of Arizona, and the Federal

Government. DM50 is actively involved in tracking and analyzing the key factors related to the pentagon's mission-assignment decision processes and maintaining communications with the Air Force, Department of Defense, and members of Congress.

4. **Funding.** After approval and execution of this by DM50, County will provide funding to DM50 in the amount of \$60,000. DM50 will use this funding only to pay for its actual costs associated with its mission and activities as described above.
5. **Reporting.**
  - 5.1. DM50 will, during the term of this contract, provide County with quarterly reports regarding the activities for which the funding provided by the County is being used. If any information in a report is confidential, DM50 will clearly indicate this on the face of the report. (See Section 23 below regarding the handling of confidential information.)
  - 5.2. DM50 will, each year during the term of this contract, submit to County an audited annual financial statement for the most recently completed fiscal year prepared in accordance with federal single audit regulations, or a financial statement for the most recently completed fiscal year prepared in accordance with generally accepted accounting principles audited by an independent certified public accountant.
6. **Meetings.** DM50 will, at the request of the County Administrator or their designee, meet with County representatives to update them regarding DM50's activities and initiatives. Meetings may be held on a regularly scheduled basis or only upon request, but will not exceed one per month.
7. **Insurance.** DM50 will obtain and maintain at its own expense, during the entire term of this DM50 the following type(s) and amounts of insurance:
  - 7.1. *Commercial General Liability (GCL)* -- Occurrence Form with limits not less than \$1,000,000 Each Occurrence and \$2,000,000 General Aggregate. Policy must include cover for liability arising from premises, operations, independent contractors, personal injury, bodily injury, broad form contractual liability and products-completed operations.
  - 7.2. *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.
  - 7.3. *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.
8. **Indemnity.** To the fullest extent permitted by law, DM50 will defend, indemnify, and hold harmless Pima County and any related taxing district, and the officials and employees of each of them (collectively, "*Indemnatee*") 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 DM50 or any of DM50's directors, officers, agents, employees, volunteers, or subcontractors related to any activities for which funding is provided under this Contract. This indemnity includes any claim or amount arising or recovered under the Workers' Compensation Law or arising out of the failure of DM50 to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. DM50 will, in all instances, except for Claims arising solely from the acts or omissions of the Indemnitee, indemnify Indemnitee from and against any and all Claims. DM50 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 Agreement.

**9. Laws and Regulations.**

**9.1. Compliance with Laws.** DM50 will comply with all federal, state, and local laws, rules, regulations, standards and Executive Orders.

**9.2. Licensing.** DM50 warrants that it is appropriately licensed to provide the services under this Contract and that its subcontractors will be appropriately licensed.

**9.3. 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.

**10. Independent Contractor.** DM50 is an independent contractor. Neither DM50, nor any of DM50'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. DM50 is responsible for paying all federal, state and local taxes on the compensation received by DM50 under this Contract and will indemnify and hold County harmless from any and all liability that County may incur because of DM50's failure to pay such taxes.

**11. Subcontractors.** DM50 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 DM50 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.

**12. Assignment.** DM50 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.

**13. Non-Discrimination.** DM50 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, DM50 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.

**14. Authority to Contract.** DM50 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 DM50 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 full and complete performance under this Contract, or to take any action based on the other party's failure to fully and completely perform, is not a waiver or relinquishment of the right to insist upon full and complete performance of the same, or any other covenant or condition, either in the past or in the future. The acceptance by either party of sums less than may be due and owing it at any time is not an accord and satisfaction.

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, with or without cause, by serving a written notice upon DM50 at least 30 days before the effective date of the termination. In the event of such termination, County's only obligation to DM50 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 DM50 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 DM50, 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:**

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

**DM50:**

President DM50  
P.O. Box 32919  
Tucson, Arizona 85751  
PHONE: 520.349.7302

19. **Non-Exclusive Contract.** DM50 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. **Books and Records.** DM50 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, DM50 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.

**23. Public Records.**

23.1. **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.

23.2. **Records Marked Confidential; Notice and Protective Order.** If DM50 reasonably believes that some of those records contain proprietary, trade-secret or otherwise-confidential information, DM50 must prominently mark those records "CONFIDENTIAL." In the event a public-records request is submitted to County for records marked CONFIDENTIAL, County will notify DM50 of the request as soon as reasonably possible. County will release the records 10 business days after the date of that notice, unless DM50 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.

**24. Legal Arizona Workers Act Compliance.**

24.1. **Compliance with Immigration Laws.** DM50 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"). DM50 will further ensure that each subcontractor who performs any work for DM50 under this Contract likewise complies with the State and Federal Immigration Laws.

24.2. **Books & Records.** County has the right at any time to inspect the books and records of DM50 and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

24.3. **Remedies for Breach of Warranty.** Any breach of DM50'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 DM50 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, DM50 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 DM50.

- 24.4. **Subcontractors.** DM50 will advise each subcontractor of County's rights, and the subcontractor's obligations, under this Section 24 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."

25. **Israel Boycott Certification.** Pursuant to A.R.S. § 35-393.01, if DM50 engages in for-profit activity and has 10 or more employees, and if this Contract has a value of \$100,000.00 or more, DM50 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.
26. **Amendment.** The parties may modify, amend, alter or extend this Contract only by a written amendment signed by the parties.
27. **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.

**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, Chairman, Board of Supervisors Date

**DM50, an Arizona nonprofit corporation:**

\_\_\_\_\_  
Timothy J. Stilb, President

\_\_\_\_\_  
Date 12/26/19

**ATTEST:**

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

\_\_\_\_\_  
Date

**APPROVED AS TO CONTENT:**

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

\_\_\_\_\_  
Date 12/19/19

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Regina Nassen, Deputy County Attorney  
Civil Division

\_\_\_\_\_  
Date 12-12-2019