



BOARD OF SUPERVISORS AGENDA ITEM REPORT  
AWARDS / CONTRACTS / GRANTS

☐ Award ☒ Contract ☐ Grant

Requested Board Meeting Date: 9/7/2021  
or Procurement Director Award: ☐

\* = Mandatory, information must be provided

**\*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:**

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

**\*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. Implement five primary focus areas of the SCI Pivot Playbook.

**\*Public Benefit:**

Increase jobs, expansion of the tax base and increase in average regional income levels. Provide positive/ct pandemic recovery activities.

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

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, C, and E of the service agreement. Quarterly meetings are also held between Pima County and Sun Corridor, Inc. staff members.

**\*Retroactive:**

Yes, the Sun Corridor Adopted Budget which is a required part of the contract is often not provided to the County in time for the July Board meeting.

TO: COB 8-25-21 (1)  
Vers: 1  
pgs: 34

**THE APPLICABLE SECTION(S) BELOW MUST BE COMPLETED**

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

**Contract / Award Information**

Document Type: CT Department Code: CA Contract Number (i.e., 15-123): 22\*025  
 Commencement Date: 07/01/2021 Termination Date: 6/30/2022 PC Prior Contract Number (Synergen/CMS): 21\*122  
☒ Expense Amount \$ 650,000.00 \* ☐ Revenue Amount: \$ \_\_\_\_\_

**\*Funding Source(s) required: General Fund**

Funding from General Fund? ☒ Yes ☐ No If Yes \$ 650,000.00 % 100

Contract is fully or partially funded with Federal Funds? ☐ Yes ☒ No

If Yes, is the Contract to a vendor or subrecipient? \_\_\_\_\_

Were insurance or indemnity clauses modified? ☒ Yes ☐ No

If Yes, attach Risk's approval.

Vendor is using a Social Security Number? ☐ Yes ☒ No

If Yes, attach the required form per Administrative Procedure 22-10.

**Amendment / Revised Award Information**

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

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

Commencement Date: \_\_\_\_\_ New Termination Date: \_\_\_\_\_

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

☐ Expense ☐ Revenue ☐ Increase ☐ Decrease

Amount This Amendment: \$ \_\_\_\_\_

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

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

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

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

☐ 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: John Moffatt

Department: Economic Development

Telephone: 520-724-4444

Department Director Signature: [Signature] Date: 8/18/21

Deputy County Administrator Signature: [Signature] Date: 8/19/21

County Administrator Signature: [Signature] Date: 8/19/21



## Economic Development

**DATE:** August 24, 2021

**TO:** C.H. Huckelberry, County Administrator

**FROM:** John Moffatt, Director, Economic Development *JAM*

**Cc:** Jan Leshar, Chief Deputy County Administrator  
Terri Spencer, Procurement Director

**SUBJECT:** Request for Direct Selection of Professional Services from Sun Corridor, Inc. for management and attraction of regional economic development projects

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Pursuant to Board of Supervisors Policy D29.6 III.C – Direct Selection and Procurement Procedure No. PO-50, this memorandum seeks approval to select Sun Corridor, Inc. to provide management and attraction of regional economic development projects

**Background:** Sun Corridor, Inc. has been Pima County's primary partner and the regional resource for economic development activities, including discussions with potential future employers and/or expansion of existing employers within the region. The primary goal of our continued partnership 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.

**Requested Action:** The Economic Development Department requests Sun Corridor, Inc. to be selected as the regional resource for economic development activities with a not to exceed amount of \$650,000 for a contract term of one (1) fiscal year pursuant to the Direct Select provisions of Board of Supervisors Policy D29.6, III-C.

Approved as to Form: *Terri Spencer*  
Terri Spencer  
Procurement Director

Date: 8/24/2021

Direct Select Approved: *C.H. Huckelberry*  
C.H. Huckelberry  
County Administrator

Date: 8/25/21

<p><b>PIMA COUNTY ADMINISTRATOR'S OFFICE</b></p> <p><b>PROJECT: Economic Development for Pima County and Southern Arizona</b></p> <p><b>AGENCY: Sun Corridor Inc.</b></p> <p><b>TERM: 07/01/2021 through 06/30/2022</b></p> <p><b>CONTRACT NO. CT-CA 22*25</b></p> <p><b>AMOUNT: \$650,000.00</b></p> <p><b>FUNDING: General Fund</b></p>	
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## **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 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 will undertake, the respective roles of SCI and County, and the payments by County to SCI for Fiscal Year 2021/2022. The term of this Agreement will be from July 1, 2021 through June 30, 2022, unless further extended upon the mutual written agreement of the parties, or earlier terminated as provided in this Agreement.

### **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 an 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 the advocacy of increased business creation/entrepreneurship throughout southern Arizona. SCI 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 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 informs 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. 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 throughout southern Arizona, including Pima County. SCI brings together a broad range of interests to promote the Sun Corridor mega-region as a single economic entity.

### **3. Responsibilities of SCI.**

**3.1 Contract Mission:** SCI's mission is to assist County as it facilitates the growth of southern Arizona's economy, promote and advocate for issues that will improve the mega-region's economic competitiveness and prosperity, as described above. SCI's goal is to support Pima County's economic activities including actively marketing Pima County properties.

**3.2 Program Goals:** SCI offers a comprehensive array of programs and services to further Pima County's economic development mission. This agreement is strategically focused on 14 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, 50% greater than the average annual employment income within the region.

3.2.2 Market the region to identify qualified business/industry prospects in targeted economic clusters with emphasis on aerospace, space, defense, bioscience, energy, logistics, mining technology, manufacturing and technology employers.

3.2.3 Leverage public and private funding and resources to expand and locate qualified prospects, improve overall competitiveness, expand regional workforce skill development, and expand employment of major employers in Pima County.

3.2.4 Retain and expand existing businesses.

3.2.5 Support the County in its economic development activities as outlined in the *2019-2021 Pima County Economic Development Plan Update*, and the Pima County

Comprehensive Plan "*Pima Prospers*, as described in **Exhibit A #3**.

- 3.2.6 Advise County on issues related to the retention, expansion, and relocation of employers and overall competitiveness through the target market areas of Southern Arizona.
- 3.2.7 Provide information and support to County to identify and promote regional assets; reduce competitive deficiencies; and assist in efforts to convene regional meetings that encourage collaboration and application of regional resources for mega-region solutions.
- 3.2.8 Promote economic development benefits associated with tourism with the regional tourism agency, Visit Tucson, including the attraction of conferences and other activities that will attract conference attendees who will use hotels and resorts in the unincorporated area of Pima County, to visit Pima County attractions. SCI will collaborate on tourism events identified by the President of Visit Tucson for advertising opportunities to promote economic development and workforce attraction.
- 3.2.9 Ensure significant County and Southern Arizona exposure with site selectors through SCI's sales and marketing activity throughout the year, including virtual sales missions and leadership roadshows, and targeted marketing; include Pima County Economic Development staff on select virtual marketing and business attraction missions.
- 3.2.10 Market Pima County's economic development properties, as identified by the Pima County Economic Development Department, including:
  - a. Aerospace Research Campus
  - b. Sunset Corporate Professional Campus
  - c. Kino Sports and Entertainment Complex (Sports and Tourism)
  - d. Downtown primary employment centers
    - 75 E. Broadway
    - 332 S. Freeway (Cushing Street)
    - 33 N. Stone Avenue
  - e. Reposition the former Roger Road Water Reclamation Campus
  - f. Southeast Logistic and Employment Center
  - g. Pinal Air Park
  - h. River and Shannon (NE and NW Corners)
  - i. County properties near Ryan Field
- 3.2.11 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 Specific Targets and Action Items:** Specific performance targets and service requirements, established by SCI and County, are attached hereto as **Exhibit A ("Performance Goals and Services")** and **Exhibit E ("Action Items, Pima County Economic Development Plan Update through 2021")**. Timing requirements are set forth in **Exhibit D**. These Performance Goals and Action Items will be used to evaluate and report progress on SCI's activity. In the event of changing market conditions, funding

availability, unforeseen expenses or other circumstances beyond SCI's reasonable control, these Performance Goals and Services and Action Items 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 Per occurrence:**

- Report to the Economic Development office – any new project classified as an Aerospace & Defense type of business. Report shall include project or client name (if releasable), property and/or facility requirements, projected capital investment, projected employment, average wage, and source of the project.
- Report to County prior to SCI conducting a tour of a County economic development property with an economic development prospect or client. Report (verbal or written) shall include the project or client name (if releasable), type of business, property or facility requirements, number of employees, average wage, and date of tour.
  - Include a verbal or written update of the tour outcomes no later than the next SCI and County meeting. If the project or client declines the property, the update should include reasons for the declination, if available.
- Report each successful project including the details once success is determined.

**3.4.2 Monthly:**

- A monthly coordination meeting will be held between Pima County Economic Development Department staff and Sun Corridor, Inc. Business Development staff to discuss current projects (the Pipeline), County property prospects, and specific issues to be addressed by both organizations.

**3.4.3 Quarterly:**

- 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 E**.
- A written 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.
- A written report indicating what specific prospect showed interest in which County properties identified in Section 3.2.10 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, if not selected, and recommendations for improved marketing success.

- 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.
- In the case of any Performance Goals and 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 Performance Goals and Services.
- 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.
- A report detailing reasons (if known) of why key prospects did not select the region during site selection.
- Recommendations as to how the County and the region can improve competitiveness and responses to prospects.
- A report detailing the marketing activities conducted in the previous quarter.
- A quarterly report identifying collaborative activities with Visit Tucson as required in paragraph 3.2.8.

#### **3.4.4 Annually:**

- A copy of its annual external audit for the preceding fiscal year to County within 30 days after the approval of the annual audit by the SCI Board of Directors but not later than December 31, 2021.
- A written report of SCI performance Goals and Services effectiveness. The report should include each goal and actual. If a goal is not met, reasons for not attaining the performance goals, attempted remedies during the performance period and planned remedies for future performance periods SCI and County will discuss alternative performance goals and services for the following period.
- An annual marketing plan for Pima County's economic development properties (as defined in paragraph 3.2.10) with a mid-year update to include marketing activities and current status.

#### **3.4.5 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 Compensation.**

- 4.1** County will pay SCI \$650,000 for Services provided pursuant to this Agreement during the period July 1, 2021 through June 30, 2022. This amount shall be for administrative and operating expenses incurred in SCI's performance of this Agreement, including the expenses of facilitating, implementing, and marketing County economic development properties to prospective new, export-based employers.
- 4.2** This funding shall be provided in the form of four equal payments in the amount of \$162,500 each quarter during the term of this Agreement, after receipt of an invoice from SCI as provided below.
- 4.3** SCI will invoice County on a quarterly basis. SCI will include with each invoice any required quarterly and periodic status reports and will submit the invoice and reports to the County Administrator's Office for review, approval and processing by County Administrator or his designee. SCI shall submit to the County four equal invoice requests of \$162,500 for payment within 30 calendar days of the end of each calendar quarter.
- 4.4** Any request by SCI to change the time to provide an invoice or accompanying report must be in writing and must state the reason or reasons justifying the requested extension. Granting an extension of time to file an invoice or report is within the sole discretion of County and must be approved by the County Administrator or his designee to be effective.
- 4.5** The foregoing notwithstanding, if SCI has not provided County with the audit required pursuant to 3.4.4 or another report required by this Agreement, County will not be required to make any payments until County receives and approves the required information.
- 4.6** 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 for travel, meals or entertainment expenses.
- 4.7** Notwithstanding any other provisions herein, County is not 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 2021/2022 goals and objectives and has provided all required reports.
- 4.8** 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 10 days of the earlier of notification regarding, or actual receipt of, such alternative funding.
- 4.9** 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 2021/2022 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.

- 4.10** 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.

## **5 Foreign Trade Zone.**

- 5.1** SCI will continue to be the administrative agency for the 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.
- 5.2** As the administrative agency for the FTZ, SCI will, 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.
- 5.3** SCI will, 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.
- 5.4** SCI will provide Pima County reports as needed regarding all activated and deactivated FTZ sites administered by SCI in Pima County.

## **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 of 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 Minimum Scope and Limits of Insurance:** Contractor shall procure and maintain, until all of their obligations have been discharged, coverage with limits of liability not less than those stated below.

- 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, 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.

**6.2 Additional Insurance 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 years following Contract expiration, termination or cancellation.

6.2.2 **Additional Insured Endorsement:** The General Liability, Business Automobile Liability and Technology E&O Policies shall each be endorsed to include Pima County, its departments, districts, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor.

6.2.3 **Subrogation Endorsement:** The General Liability, Business Automobile Liability, Workers' Compensation and Technology E&O 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 Contractor's policies shall stipulate that the insurance afforded the Contractor shall be primary and that any insurance carried by Pima County, its agents, officials, employees or Pima County shall be excess and not contributory insurance.

6.2.5 **The Required Insurance policies may not obligate the County to pay any portion of a Contractor's deductible or Self Insurance Retention (SIR).** Insurance provided by the Contractor shall not limit the Contractor's liability assumed under the indemnification provisions of this Contract.

6.2.6 **Insurer Financial Ratings:** 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.

- 6.2.7 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:**

For each insurance policy required by the insurance provisions of this Contract, the Contractor must provide to Pima County, within two business days of receipt of notice, if a policy is suspended, voided, or cancelled for any reason. Such notice shall be mailed, emailed, hand-delivered or sent by facsimile transmission to the Pima County Contracting Representative. Notice shall include the Pima County project or contract number and project description.

**6.4 Verification of Coverage:**

- 6.4.1 Contractor shall furnish Pima County with certificates of insurance (valid ACORD form or equivalent approved by Pima County) as required by this Contract. An authorized representative of the insurer shall sign the certificates.
- 6.4.2 All certificates and endorsements, as required by this written agreement, are to be received and approved by Pima County before work commences. Each insurance policy required by this Contract must be in effect 10 days prior to work under this Contract. Failure to maintain the insurance coverages or policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.
- 6.4.3 All certificates required by this Contract shall be sent directly to the appropriate County Department. The Certificate of Insurance shall include the Pima County project or contract number and project description on the certificate. Pima County reserves the right to require complete copies of all insurance policies required by this Contract at any time.
- 6.4.4 Certificates must specify that the appropriate policies are endorsed to include additional insured and subrogation waiver endorsements for the County and its departments, officials and employees. Note: Contractors for larger projects must provide actual copies of the additional insured and subrogation endorsements.

- 6.5 Approval and Modifications:** Pima County Risk Management reserves the right to review or make modifications to the insurance limits, required coverages, or endorsements throughout the life of this contract, as deemed necessary. Such action will not require a formal Contract amendment but may be made by administrative action. 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, or 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 General Provisions.**

**7.1 Indemnity:** SCI will 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 Agreement.

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

**7.2 Compliance with Laws:** SCI will comply with all federal, state, and local laws, rules, regulations, standards and Executive Orders, without limitation to those designated within this Agreement. The laws and regulations of the State of Arizona will govern the rights of the parties, the performance of this Agreement, and any disputes hereunder. Any action relating to this Agreement must 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 Agreement will apply, but do not require an amendment.

**7.3 Independent Contractor:** SCI is an independent contractor. Neither SCI, nor any SCI's officers, agents or employees are employees of County and they are not entitled to receive any employment-related fringe benefits under the Pima County Merit System. SCI will pay all federal, state and local taxes associated with the compensation received pursuant to this Agreement and will indemnify and hold County harmless from any and all liability that County may incur because of SCI'S failure to pay such taxes. SCI is solely responsible for program development and operation.

**7.4 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 Agreement 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.

**7.5 Assignment:** SCI may not assign its rights or obligations under this Agreement, in whole or in part, without prior written approval of County. Approval may be withheld at the sole discretion of County.

**7.6 Non-Discrimination:** SCI agrees to comply with all provisions and requirements of Arizona Executive Order 2009- 09, which is hereby incorporated into this Agreement as if set forth in full herein, including flow down of all provisions and requirements to any subcontractors. During the performance of this Agreement, SCI 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.

**7.7 Authority to Contract:** SCI warrants its right and power to enter into this Agreement. If any court or administrative agency determines that County does not have authority to enter into this Agreement, County will not be liable to SCI or any third party by reason of such

determination or by reason of this Agreement.

**7.8 Conflict of Interest:** This Agreement is subject to cancellation for conflict of interest pursuant to ARS § 38-511, the pertinent provisions of which are incorporated into this Agreement by reference.

**7.9 Termination for Default:**

**7.9.1** Upon a failure by SCI to cure a default under this Agreement within 10 days of receipt of notice from County of the default, County may, in its sole discretion, terminate this Agreement 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 is liable for any damage to the County resulting from SCI's default, including any increased costs incurred by County in completing the work.

**7.9.2** The occurrence of any of the following, without limitation to the named events, constitutes an event of default:

- Abandonment of or failure by SCI to observe, perform or comply with any material term, covenant, agreement or condition of this Agreement or to prosecute the work or any separable part thereof with the diligence that will insure completion within the time specified in this Agreement, including any extension, or a failure to complete the work (or the separable part of the work) within the specified time;
- 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;
- Refusal or failure to remedy defective or deficient work within a reasonable time;
- 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 Agreement;
- Disregard of laws, ordinances, or the instructions of County or its representatives, or any otherwise substantial violation of any provision of the Agreement;
- Performance of work hereunder by personnel that are not qualified or permitted under state law or local law to perform such services;
- Commission of any act of fraud, misrepresentation, fulfill misconduct, or intentional breach of any provision of this Agreement; or
- 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.

**7.9.3** In the event of a termination for default:

- 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 under this Agreement will become County's property and SCI will deliver them to County not later than five business days after the effective date of the termination;
- 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.
- Subject to the immediately preceding subparagraph, County's liability to SCI may not exceed the value of work satisfactorily performed prior to the date of termination for which payment has not been previously made.
- The Agreement will not be terminated for default nor SCI charged with damages under this Article, if:
  - 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: acts of God or of the public enemy; acts of the County in either its sovereign or contractual capacity; acts of another contractor in the performance of a contract with the County; fires; floods; epidemics; quarantine restrictions; strikes; freight embargoes; unusually severe weather; and delays of subcontractors at any tier arising from unforeseeable causes beyond the control and without the fault or negligence of both SCI and subcontractors.

**7.9.4** SCI, within seven days from the beginning of any event of default or delay (unless extended by County), will notify the County in writing of the cause(s) therefore. In this circumstance, the County will 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. For the purposes of this paragraph 7.9.1 above, "receipt of notice" includes receipt by hand by SCI's designated representative, by facsimile transmission with notice of receipt, or under the Notices clause of this Agreement.

**7.9.5** If, after termination of the Agreement 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.

**7.9.6** The rights and remedies of County in this section 5 are cumulative and in addition to any other rights and remedies provided by law or under this Agreement.

**7.10 Termination for Convenience:** County may terminate this Agreement at any time and without cause by serving upon SCI 30 day advance written notice of such intent to terminate. In the event of such termination, the County's only obligation to SCI will be to pay for services rendered prior to the date of termination.

**7.11 Non-Appropriation:** Notwithstanding any other provision in this Agreement, this

Agreement may be terminated if for any reason, there are not sufficient appropriated and available monies for the purpose of maintaining County's obligations under this Agreement. In the event of such termination, County's only obligation will be to pay for services rendered prior to termination.

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

**County:**  
County Administrator  
Pima County  
115 North Church Avenue Suite  
231  
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

**7.13 Nonexclusive Contract:** SCI understands that this Agreement is nonexclusive and is for the sole convenience of County. County reserves the right to obtain like Services from other sources for any reason.

**7.14 Remedies:** Either party may pursue any remedies provided by law for the breach of this Agreement. 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 Agreement.

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

**7.16 Books and Records:** SCI 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, SCI will retain all records relating to this Agreement at least five years after its termination or cancellation or, if later, until any related pending proceeding or litigation has been closed.

**7.17 Public Information:** Pursuant to A.R.S. § 39-121 et seq., 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 any member of the general public.

7.17.1 Any records that SCI reasonably believes contain proprietary, trade secret or otherwise confidential information must be appropriately and prominently marked as CONFIDENTIAL by SCI before provided to County.

7.17.2 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 may, without liability to SCI, release records marked CONFIDENTIAL 10 business days after the date of notice to SCI of the request for release, unless SCI has, within the 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.

7.17.3 County is not, under any circumstances, responsible for securing a protective order or other relief enjoining the release of records marked CONFIDENTIAL, nor will County be in any way financially responsible for any costs associated with securing such an order.

**7.18 Legal Arizona Workers Compliance:** SCI hereby warrants that it will at all times during the term of this Agreement 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 will further ensure that each subcontractor who performs any work for SCI under this Agreement likewise complies with the State and Federal Immigration Laws.

7.18.1 County may, at any time, 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.

7.18.2 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, will be deemed to be a material breach of this Agreement subjecting SCI to penalties up to and including suspension or termination of this Agreement. If the breach is by a subcontractor, and the subcontractor is suspended or terminated as a result, SCI will 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.

7.18.3 SCI will 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."*

7.18.4 Any additional costs attributable directly or indirectly to remedial action under this Article will 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 will be deemed excusable delay for which SCI will be entitled to an extension of time, but not costs.

**7.19 Entire Agreement, Amendments:** This Agreement may be executed in up to three 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.

**7.20 No Waiver.** 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.

**List of Exhibits:**

**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 Update, through 2021**

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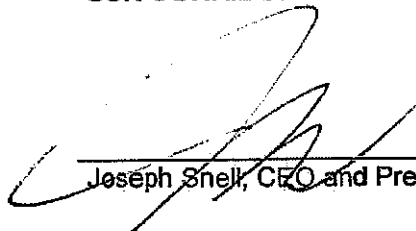
The parties have affixed their signatures to this Agreement on the dates written below.

**PIMA COUNTY**

\_\_\_\_\_  
Chair, Board of Supervisors

\_\_\_\_\_  
Date

**SUN CORRIDOR INC.**

  
\_\_\_\_\_  
Joseph Shell, CEO and President

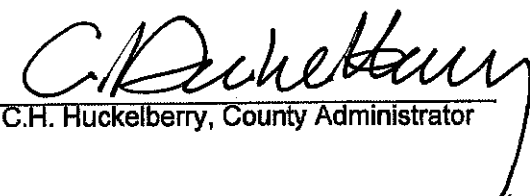
7.28.2021  
\_\_\_\_\_  
Date

**ATTEST:**

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

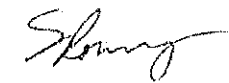
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Date

**APPROVED AS TO CONTENT:**

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

8/19/21  
\_\_\_\_\_  
Date

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
Stacey Roseberry, Deputy County Attorney

7/28/2021

\_\_\_\_\_  
Date

**EXHIBIT A**  
**Performance Goals and Services**

SCI shall provide the following Services to County:

1. Meet the economic development goals set by the SCI Board of Directors and provide County with quarterly statistical updates on the following:
  - 1.1 Number of Direct Jobs Facilitated
  - 1.2 Number of Indirect Jobs Facilitated
  - 1.3 Number of Jobs in Targeted Industries
  - 1.4 Number of Qualified Prospects
  - 1.5 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 virtual and in-person site selection sales missions throughout the agreement period.
    - 2.2.2 Continue emphasis on a strategy to increase FDI.
    - 2.2.3 Convene a regional Covid Recovery and Response Strategy Committee made up of regional leaders and promote the execution of the resulting Pivot Playbook Summary of Recommendations.
3. Support the Updated 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. 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.
5. Advocate for Pima County and regional interests with Arizona Commerce Authority (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.
6. Proactively support County in the pursuit of business development opportunities and identification of competitive deficiencies within the region. Support development of materials, meetings, and/or forums involving relevant public and private organizations to address those opportunities and weaknesses and improve success ratios.
7. Work with other corporations, agencies or entities that are involved in economic development activities such as marketing and promotion of the assets of TAA. More specifically, collaborate with regional partners that support the economic development mission of Pima County and SCI such as but not limited to Visit Tucson and TAA.

**EXHIBIT B**  
**Sun Corridor Inc. FY 22 Approved Budget**

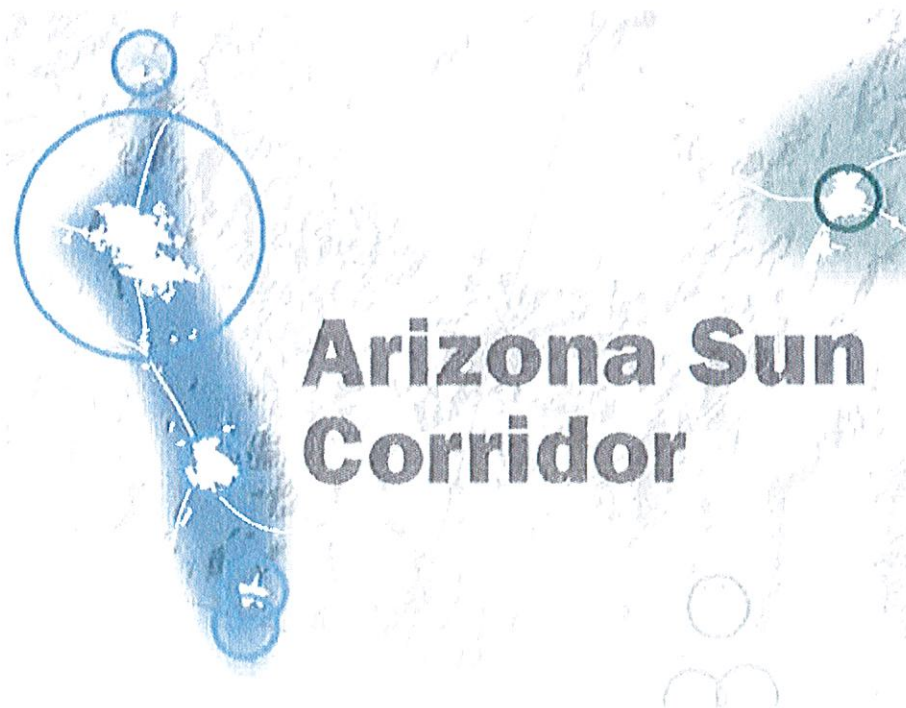
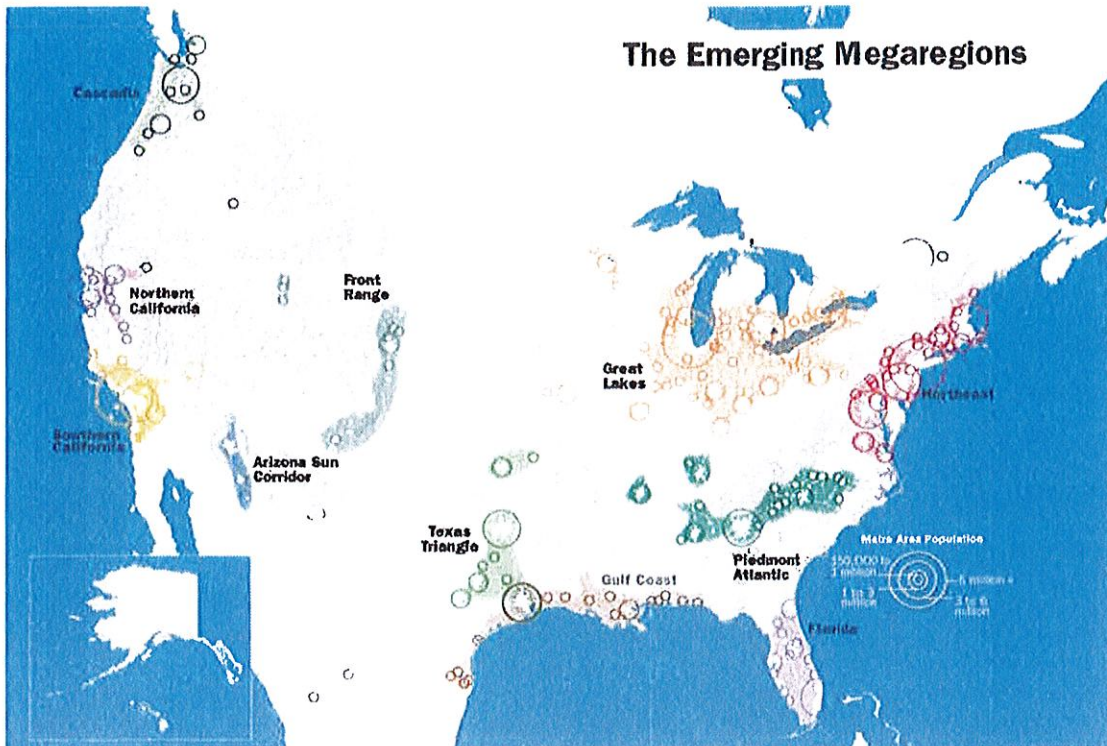
**Ordinary Income/Expense**

Income:	Jul '21 - Jun 22
STAKEHOLDER	\$650,000
PRIVATE SECTOR INVESTOR REVENUE	\$1,575,000
OTHER SOURCES / REVENUE	<u>\$442,000</u>
<b>Total Income</b>	<b>\$2,667,000</b>

Expense:	
GENERAL & ADMINISTRATIVE	\$162,000
OCCUPANCY	\$173,000
BUSINESS DEVELOPMENT	\$1,135,000
NATIONAL MARKETING	\$1,089,000
COMPETITIVE POSITIONING	<u>\$108,000</u>
<b>Total Expenses</b>	<b>\$2,667,000</b>

<b>Net Ordinary Income</b>	<b>\$0</b>
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**EXHIBIT C  
MEGA-REGIONAL AREA**



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

Reference No.	Task	Occurrence/ Request	Monthly	Quarterly	Semi/Annual	As Needed
3.2.8	Identify competitive differences	R				
3.2.14	Public Information Releases					X
3.3	Annual Budget				A	
3.4.1.1	County Site Visit	O				
3.4.1.2	Client Success report	O				
3.4.2.1	Target Progress Report			X		
3.4.2.2	Prospects (Pipeline)		X	X		
3.4.2.3	County Property Prospects		X	X		
3.4.2.4	Narrative of unusual events			X		
3.4.2.5	Missed Goals or Services	R				
3.4.3.1	Key prospect loss reason report			X		
3.4.3.2	Recommendation to improve competitiveness			X		
3.4.3.3	Semi-Annual Property Results & Marketing Plan				S	
3.4.3.4	Visit Tucson Collaboration			X		
3.4.4	Goals & Services Effectiveness				A	
3.4.5	Membership List	R				
4.2.2	Invoice			X		
4.3.3	FTZ Compliance Report	R			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					X
Exhibit A 6	Identification of					X

**EXHIBIT E  
ACTION ITEMS  
PIMA COUNTY ECONOMIC DEVELOPMENT PLAN UPDATE THROUGH 2021**

**1. INTRODUCTION**

- 1.B.2 Encourage development of infrastructure and speculative building to accommodate a wide range of manufacturing, logistics, and technology development.
- 1.B.5 Collaborate with our regional educational institutions, non-profit organizations, and industry partners to enhance workforce development with skills that address shortages identified by various industries.
- 1.B.6 Work with widely recognized, local funding sources such as the Desert Angels and UA Venture Capital to encourage increased entrepreneurial success through investment in local companies.
- 1.B.7 Work with our regional partners, especially Visit Tucson, to utilize their promotional "reach" to create materials for use to educate key market areas about the benefits of southern Arizona to assist with attraction of tourism, employers, as well as qualified workers to expand our workforce.
- 1.C Utilize Pima County's assets and regional scope to act as the catalyst for coordination of recruitment, retention, education, and workforce development activities among the various jurisdictions and private sector partners.
- 1.D.7.a Clarify the value proposition brought to the market by Pima County and our region to compete with the increasingly difficult and expensive cost of doing business in California by our target industries.
- 1.D.7.b Rather than attempt to compete with the momentum of the economic growth in Maricopa County, find ways to differentiate the value of doing business in our region to attract unique industries and supply chain that benefit by being close to Maricopa County and California.
- 1.D (1) Engage the Arizona Commerce Authority team more aggressively to make them more aware of the assets, lifestyle, and benefits found in southern Arizona.
- 1.D (2) Coordinate "southern Arizona educational visits" for all ACA staff especially new staff members coming on board to make them fully aware of opportunities and benefits found in southern Arizona.
- 1.D (3) Expand upon the branding strategy of Visit Tucson to make corporate America more aware of the assets and lifestyle benefits in southern Arizona. Leverage on the high-profile companies in the region to attract more workforce and increase awareness of companies that want to be in Arizona, but have interest in other locations in the state.

**2. BUSINESS RETENTION, EXPANSION AND ATTRACTION**

- 2.A.1 Continue to participate with the regional military installations to advocate for increased



community partnership and interaction as well as provide advocacy at the state and national levels to ensure mission continuity and expansion in all of the southern Arizona military installations.

- 2.A.2 Collaborate with The University of Arizona in implementation of their economic development strategies as identified in "Pillar Three" of "The Arizona Advantage: Driving Social, Cultural, and Economic Impact." Emphasize the growth of intellectual property developed at The University into employment centers based in Pima County.
- 2.A.3 Expand emphasis on Aerospace and Space opportunities by leveraging existing industrial focus, workforce and geographical and climate benefits.
- 2.A.5(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.
- 2.A.5(2) Support mining activities that generally provide mitigation offsets in accordance with the established County conservation guidelines.
- 2.A.5(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.
- 2.A.5(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.
- 2.A.6 Support development of all construction skills including increased funding for Career Technical Education programs.
- 2.B.1(1) Continue efforts to increase tourism through expanded attractions and completion of the Kino Sports and Entertainment Complex.
- 2.B.1(2) Support Visit Tucson's tourism and programs to attract visitors and workers to the region.
- 2.B.2(1) Convene Pima County, Sun Corridor, Inc. and the Arizona Commerce Authority with existing mine operators in Pima County to determine expansion, reopening, supply chain, export and support needs and provide direct assistance.
- 2.B.2(2) Analyze workforce expansion needs of mining and mining technology companies in Pima County and provide assistance through the Pima County One-Stop and its educational partners such as Pima Community College and the University of Arizona.
- 2.B.2(3) Partner with the Arizona Technology Council, Sun Corridor, Inc. and other relevant supporting organizations to formulate strategies for strengthening and expanding the mining and mining technology industries in Pima County.
- 2.B.2(4) Work with companies within Pima County's expanding mining technology cluster to analyze travel connection needs and work with the Tucson Airport Authority, Tucson Metro Chamber and other relevant organizations to increase air connectivity.
- 2.B.2(5) Promote use of renewable water supplies for all mining activities within Pima County.

- 2.B.2(6) Partner with University of Arizona College of Engineering – Mining and Geological Engineering Department, as well as UA Tech Parks and other relevant UA entities to bring sustainable mining technology and cluster expansion opportunities to the mining industry in Pima County.
- 2.B.3 Work with existing companies to recruit and expand opportunities for Aerospace and Defense related employers.
- 2.B.5 Recognize the factors impacting e-commerce, logistics, and the real estate industry and ensure policies that maximize the opportunities in all aspects of the industry.
- 2.B.6(1) Support the Expansion of the Pima Community College Logistics and Supply Chain Program.
- 2.B.6(2) Support the expansion of the Truck Driver Training Program at Pima Community College and other truck driving training programs listed on the State of Arizona's Eligible Training Provider list.
- 2.B.6(3) Engage with the local chapter of APICS, the association for supply chain management, to develop credentialed supply chain talent.
- 2.B.6(4) Support the Southern Arizona Logistics Education Organization (SALEO) to advance global and regional Supply Chain Management.
- 2.B.7(1) Support the Southern Arizona Manufacturing Partners and other training programs in recruiting additional companies to the initiative.
- 2.B.7(2) Develop internship opportunities for trainees in the manufacturing industry.
- 2.B.7(3) Collaborate with and support local companies in the development of relevant skilled trades training.
- 2.B.7(4) Support the development of Pima Community College's Applied Technology Center of Excellence.
- 2.B.7(5) Support Pima JTED and local high schools in the development and sustainability of industrial technology programs.
- 2.B.7(6) Support local workforce development intermediaries in the development of nationally credentialed skilled training programs.
- 2.B.8(1) Continue to advocate for higher wages and full benefits for workers in this industry.
- 2.B.8(2) Work with Pima Community College and the University of Arizona to expand training and recruitment opportunities for Advanced Business Services.
- 2.B.10 Emphasize the importance of emerging industries, startups, and incubators as organic contributors to innovation and job growth within the region.
- 2.B.11(1) Expand Pima County outreach, education and marketing of Pima County services and departments that provide direct assistance to small businesses in order to accommodate

increased demand.

- 2.B.11(2) Work with the Pima County Workforce Investment Board and One-Stop to develop, in conjunction with targeted industry sectors and educational institutions, career pathways that allow local workers to gain skills and certifications valued by small business employers.
- 2.B.11(3) 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.
- 2.B.11(4) The Pima County Small Business Commission will convene lenders to conduct a county-wide access to capital analysis to improve lending opportunities for Pima County small businesses.
- 2.B.11(5) Develop a comprehensive online Pima County Business Resource One-Stop to provide direct assistance and information to the small business community.
- 2.B.11(6) Pima County Economic Development and the Pima County Small Business Commission will identify partnerships with Chambers of Commerce, Southern Arizona Small Business Development Center, YWCA of Southern Arizona Women's Business Center, Local First Arizona, Startup Tucson and other non-governmental business assistance organizations for collaboration to benefit the community and develop the Pima County Business Resource One-Stop.
- 2.B.11(7) Identify regional sources of capital for small and emerging businesses and create a referral list available through the Business Resource One-Stop Service.
- 2.C.1 Provide direct and indirect support to ensure that our regional military institutions continue to maintain and enhance their premier status within the military establishment and continue to region's major employers.
- 2.C.2 Encourage expanded involvement in economic development activities by the Tucson Airport Authority at Tucson International Airport and Ryan Field.
- 2.C.3 Recognize the "Shovel Ready" investment at the Port of Tucson and continue to promote this asset as one of premier cornerstones of the expanding logistics industry in the region.
- 2.C.4 Collaborate with our regional partners, State of Arizona, and Union Pacific Railroad to enhance the infrastructure and development of the Sonoran Corridor as a major logistics hub.
- 2.C.5 Work with existing and new employers to continue the growth of the Aerospace Research Campus as the home of Aerospace, Space, and Technology employers.
- 2.C.6 (1) Continue the development of infrastructure and enhance awareness of the benefits of the Southeast Employment and Logistics Center for employers needing large parcels of land.
- 2.C.6 (2) Collaborate with the Arizona State Land Department to minimize the flow of water through the Southeast Employment and Logistics Center to maximize usable land in the SELC as well as State Land parcels downstream.
- 2.C.7(1) Collaborate with the City of Tucson, Town of South Tucson, the developers of The Bridges, and Tech Parks Arizona to take advantage of the area being designated by the Commerce

Department as an Opportunity Zone to increase investment in the area along I-10 between south 6th and Country Club.

- 2.C.7(2) Continue the development of the Kino Sports Complex – South Edition by coordinating with private sector to maximize the attractiveness of this complex for regional and national sports competition activities.
- 2.C.8 Follow the advice received from private sector development experts in positioning the Sunset Innovation Campus for the development of primary employment center.
- 2.C.9 (1) Encourage new and expanded primary employment in the downtown by making available for such County owned properties.
- 2.C.9 (2) Complete the renovation of the Historic Pima County Courthouse with a focus on tourism and collaboration with Visit Tucson, The University of Arizona, the January 8th Memorial Foundation and other tenants that provide a reflection on the assets and history of our region.
- 2.C.9 (3) Continue to work with The University of Arizona to develop the County owned property at 44 N. Stone to increase The University's downtown presence with entrepreneurs and corporate partners.
- 2.C.9 (4) Continue to collaborate with Rio Nuevo to expand and grow downtown's infrastructure and amenities to attract more primary employers.
- 2.C.10 Leverage the entrepreneurship, innovation, and global reach of Tech Parks Arizona as a force in developing new companies and attracting foreign industrial investment and partnerships.
- 2.C.11 Continue to partner with Pinal County in land use planning focused on expansion and development of additional primary employment centers focused on aviation, defense and technology.
- 2.C.12 As the face of retail changes, work with the real estate and development sectors to identify creative reuse strategies, and investigate how to revise zoning and land use code to facilitate optimum repurposing of traditional retail locations.
- 2.C. Recognize and support the expansion of existing employers by identifying the key factors such as infrastructure, permitting, and workforce needs that enhance their competitive status within their industry. Once identified, include those employers in development of solutions that Pima County can augment.
- 2.D.2(1) Continue and expand relationships with INDEX Nogales/Association of Maquiladoras in Sonora (AMS).
- 2.D.2(2) Continue active participation and support of the Greater Nogales Santa Cruz County Port Authority in support of enhancing cross border trade low and opportunities.
- 2.D.2(3) Continue advocacy for full staffing levels at all Arizona Ports of entry by CBP Customs Officers.

- 2.D.2(4) Actively participate in and support the Arizona Border Counties Coalition activities to address issues impacting the four border Counties in Arizona.
- 2.D.3(1) Continue to work with the CABC to increase Canadian trade, tourism, FDI and business in Pima County.
- 2.D.3(2) Work through Pima County Economic Development and One-Stop to address workforce shortages in critical Canadian firms operating in Pima County.
- 2.D.3(3) Work with Visit Tucson and the Tucson Airport Authority to improve airline and charter flights between Pima County and Canada.
- 2.D.3(4) Advocate for aerospace related recruiting trips to Montreal and Toronto with Sun Corridor, Inc.
- 2.D.4(1) Continue efforts to increase economic involvement with Asia by supporting the Port of Tucson in its expansion and activities.
- 2.D.4(2) Incorporate promotion of local export opportunities via the Port of Guaymas into our Mexico efforts, and work with the State of Sonora, State of Arizona and other entities to spur investment and expansion in the Port.
- 2.D.4(3) 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 as well as expand South Korean tourism, festivals and Spring Training opportunities in our region.
- 2.D.4(4) Work with Mexican maquiladora trade associations and companies to inventory Asian companies operating in Sonora for supply chain, logistics and sector expansion opportunities.
- 2.D.4(5) Work with UA and PCC to attract more students from Asian nations and involve them in economic activities in Pima County.
- 2.D.4(6) Build direct relationships with the governmental and trade representatives in Asian nations similar to our relationships with Canada and Mexico.
- 2.D.5(1) Expand Pima County support for Tech Parks Arizona's Global Advantage program as it pertains to Israeli business and formulate a regional approach to Israel.
- 2.D.5(2) Explore Pima County's direct participation in the Arizona Israel Technology Council.
- 2.D.5(3) Develop direct connections with Israeli startup companies and organizations that will benefit the existing startup community in Pima County.
- 2.D.5(4) Develop business retention relationships with Israeli companies operating in Pima County and seek opportunities to increase job creation through business expansion and supply chain assistance.
- 2.D.5(5) Participate in initiatives of the Arizona Chamber of Commerce and Industry and other organizations that are seeking to strengthen relationships and commerce with Israel and Israeli companies.

- 2.D.6(1) Pima County will work with MAG and PAG to refine the foreign employer data and Pima County staff should then conduct a sector-focused analysis of European company employment strengths and the provision of export-based jobs.
- 2.D.6(2) Pima County will begin meeting and assisting major European companies operating in major Pima County industrial sectors.
- 2.D.6(3) Pima County will establish relationships with officials from the primary European nations affiliated with major Pima County employers through direct consular contacts and through the Consular Corps.
- 2.D.6(4) Pima County will work with the U.S Commercial Service, Arizona District Export Council and other relevant organizations to further trade opportunities and relationships with European nations.
- 2.D.6(5) Pima County and its regional partners should work with the private sector and the Tucson Airport Authority to strategically increase direct flights to the critically important domestic and foreign destinations needed by foreign employers.
- 2.D.6(6) Pima County will work with our aerospace and other manufacturing partners to identify key suppliers in Europe that offer opportunities to expand our local, high wage employment and guaranty a shorter supply chain less vulnerable to international disruptions.
- 2.D As the industrial, technology, and logistics base in Pima County grows, we will encourage a wider range of engagement with UA Tech Park' Global Advantage program as well to work with the Canada Arizona Business Council and Arizona Israel Technology Alliance to encourage increased foreign direct investment and trade with an expanded range of foreign countries and markets.
- 2.E.1(1) Pima County will work collaboratively with the IDA to develop the IDA as a more effective business incentive and an effective tool for economic development, workforce development, and job creation.
- 2.E.1(2) Continue to study the opportunities to apply Community Facilities Districts as tools to create infrastructure and other required capabilities that are difficult to fund under more traditional means.
- 2.E.1(3) Pima County's Office of Economic Development, Pima County Finance Department and (Pima County Community Development and Neighborhood Conservation will be directly involved in the operation of the IDA. This can be achieved through an intergovernmental agreement (IGA) between Pima County and the IDA similar to the IGA struck between the Industrial Development Authority of the County of Maricopa and Maricopa County government.
- 2.E.1(4) Pima County economic development staff will work more closely with the IDA to identify project opportunities that fit within the IDA's regulatory landscape.
- 2.E.1(5) Pima County will assist the IDA to become more familiar with the Pima County Economic Development plan and the economic development priorities of the region and to assist the IDA in aligning its activities accordingly.
- 2.E.1(6) Pima County will reactivate the MPC and work collaboratively with its board to utilize the

MPC as an economic development tool.

- 2.E.2 Continue to study the opportunities to apply Community Facilities Districts as tools to create infrastructure and other required capabilities that are difficult to fund under more traditional means.
- 2.E.3 Develop a program and methodology to increase awareness of the Section 10 Permit benefits.
- 2.E.4(1) Collaborate with Pima Community College, the University of Arizona, JTED, and other education and workforce training organizations to work through private sector associations to understand their specific workforce training needs and commit to creating solutions in the short term to address those needs.
- 2.E.4(2) Work with the Pima County Superintendent of Schools to develop a community "Call to Action" program that educates and engages industry leaders to become more involved in making Pima County and southern Arizona more successful in job attraction by getting involved either financially or through in-kind contributions as described in the section.
  - a. Clarify that the success of many of these programs will be up to those industry leaders collaborating with the public sector to prioritize critical needs and develop programs to address them.
  - b. Clarify the benefit the private sector will receive for their investment of time and/or dollars and materials. Present the activities as a business proposition with analytical points.
- 2.E.4(3) Continue to work with the utilities to ensure collaborative planning for infrastructure that is consistent with projected growth areas.
- 2.E.4(4) Re-initiate the call for more "Shovel Ready" property and speculative industrial and office buildings through cooperative discussions with developers and land owners. Investigate benefits that incentivize those activities such as deferred taxation on improvements until they are utilized.
- 2.E.4(5) Continue to collaborate with private sector developers to create employment centers and return County owned properties to the tax rolls.
- 2.E.5(1) Expand communication and partnership activities with the Arizona Commerce Authority leadership to encourage more awareness of southern Arizona's assets and increase the number of leads directed to the region.
- 2.E.5(2) Expand efforts with the Governor's Office and the Arizona Commerce Authority to increase the amount of incentives that can be made available to projects in southern Arizona.
- 2.E.5(3) Coordinate marketing efforts with Sun Corridor, Inc. to expand availability, attractiveness, and competitiveness of Tucson Airport Authority assets to enhance our region's position in the Aerospace Industry.
- 2.E.5(4) Continue the collaborative efforts with Sun Corridor Inc. and their membership to increase involvement by the private sector in addressing workforce needs as well as increasing national and international awareness of the region's assets.

### **3. WORKFORCE DEVELOPMENT**

- 3.A.1.(1) Service Action: Effectively deliver career services geared toward up-skilling (increasing: employability, secondary level skills attainment, entry-technical and advanced technical) and re-skilling for Youth, Adults, Adults with Chronic Barriers, and Dislocated Workers (Business Services)-as measured by federal and state metrics.
- 3.A.1.(2) Leadership Action: Continue leadership in Workforce Systems of Service within frame-work of the Workforce Innovation and Opportunity Act – as measured by program policy development, implementation, and monitoring to maintain and increase funding while seeking out new opportunities and partnerships.
- 3.A.1.(3) Effectiveness Action: Procure and roll-out core database among all partners to ensure program effectiveness, improve efficiencies, and planning for workforce needs and trends – as measured by improved coordination of services and preparation for shifts in policy such as stricter requirements for those receiving public assistance.
- 3.A.1.(4) Effectiveness Action: Given the many service populations and partner agencies, a Career Pathway based resource guide is being developed to aid local career technical education and training providers, case managers, clients, industries, and partners to create individual career, technical, or educational plans-as evidenced by an inaugural Career Pathways Resource Guide.
- 3.A.1.(5) Leadership Action: The resource guide is being designed to be updated for relevance and web-accessibility requiring on-going analysis involving training and industry experts evaluating national, state, and local economic conditions - as evidenced by future online iterations.
- 3.B.1.(1) Service Action: Expand Summer Jobs Program of paid internship/work experience opportunities for youth aged 14-21 in community businesses and within County businesses - as measured by number and diversity served.
- 3.B.1.(2) Leadership Action: Continue a concerted effort to educate the community about the economic benefits to students, their families and our community about high value, career-oriented education opportunities – as measured by tracking and follow-up of individuals participating in career exploration program.
- 3.B.2.(1) Leadership Action: Las Artes and PVHS will continue integrating exemplary curriculum, such as Getting Ahead, and monitoring its impact on student retention- Pilot, monitoring, and expanding new strategies.
- 3.B.2.(2) Leadership Action: Increase the number of STEM programs for dropouts and other disconnected youth that integrate learning with work leading to employment or continued education and training.
- 3.B.2.(3) Service Action: Oversee and align the success of Las Artes, Pima Vocational High School into One Stop placement-as measured by youth ready for work or continuing education.
- 3.B.3.(1) Leadership Action: Support efforts to streamline and expand the STEM high school to college, career and technical education, or employment pipeline - as measured by piloting In School Youth programs in specific STEM reliant industries.



- 3.B.3.(2) Service Action: One-Stop will offer workshops for entrepreneurs: Self-employment; Business start-up; Youth entrepreneurship - as measured by partnering industries and professionals to maximize facilities and expertise.
- 3.B.3.(3) Effectiveness Action: Develop new JTED/College programs based on local industry needs and projected opportunities for our students - as measured by career pathway guide/systems is a step leading to this goal.
- 3.B.3.(4) Service Action: Continue the expansion of dual college credit in our high school programs as well as industry certification opportunities so that our students are ready to meet the needs of industry by filling high - wage, high-demand jobs - iBest model is being expanded to new and additional career fields.
- 3.B.4.(1) Service Action: Support career exploration opportunities to improve the appeal of infrastructure type careers to young people - as evidenced by diverse individual employability plans.
- 3.B.4.(2) Leadership Action: Expand partnerships with University of Arizona Student Engagement and Career Development Office and Recruit additional companies to participate in UA career days – measure by providing systemic follow-up on a case-by-case referrals and matching for inquiries from local companies.
- 3.B.4.(3) Effectiveness Action: Pilot individual training plans aligned with the Career Pathway Framework and support participants in integrated basic education and skill training as modeled through iBest.
- 3.B.4.(4) Leadership Action: Offer the Arizona Career Readiness Credential to assist businesses in identifying qualified candidates who may not possess traditional credentials or work history.
- 3.C.1 Service Action: Continue offering case management, workshops, and follow-up activities for mature job seekers each year.
- 3.C.2 Leadership Action: Identify with industry partners more part time jobs that mature workers might find of interest.
- 3.D.1 Effectiveness Action: Systematically identify employers more apt to interview and hire skilled veterans and transitioning service members.
- 3.D.2 Leadership Action: Expand the Relocated Family Employment Program through increased outreach to Davis-Monthan Air Force Base, economic development entities, major employers, and other partners.
- 3.E.1.(1) Service Action: Pilot Getting Ahead curriculum to returning citizens and monitor to see if it improves their ability to retain employment and build resources.
- 3.E.2.(1) Service Action: Continue to offer Rapid, Sustained Rehousing through Sullivan Jackson Employment Center grant writing, administration, and reporting to multiple agencies.
- 3.E.2.(2) Leadership Action: Develop role and identify resources to support Pima County Center of Opportunity location.
- 3.E.3.(1) Leadership Action: Prepare and support through innovative programs to help those that rely

on public assistance and other vulnerable populations obtain and retain employment-as evidence by new programs and partnerships.

- 3.F.1 Effectiveness Action: In partnership with thriving and threatened industries, develop customized training and incumbent worker training to avert layoffs, rapidly respond to layoffs, and increase competitiveness of industries and individuals.
- 3.F.2 Service Action: Update, Develop, and Approve suite of enabling policies, procedures, and forms.
- 3.F.3 Leadership Action: Demonstrate, and Refine training programs for maximum impact and quality economic development alignment.
- 3.F.4 Leadership Action: Partner with employers to increase their engagement in technical skill training through: Provision of work-based learning opportunities for trainees; Engagement in curriculum development and review; Mentoring and interviewing trainees; Provide funding, instructors, and supplies for training programs - as evidence by expanded well managed service contracts.
- 3.F.5 Service Action: Match employers with employees to sponsor direct hiring events, employability workshops, and job fairs through One-Stop working with a diversity of industries, and themes while tracking participation, partnerships, and placements.
- 3.F.6 Effectiveness Action: Continue to nurture strong partnerships with business and industry through its focused business and industry advisory committees to build the pipeline for targeted industry growth.
- 3.G.1.(1) Effectiveness Action: Implement a strategy to sustain an effective Employer Resource Network in Pima County, either by managing it internally at CSET or supporting an external partner.
- 3.G.1.(2) Service Action: Expand the free tax assistance program to reach more County employees and community taxpayers utilizing County programs and facilities for greater reach.
- 3.G.1.(3) Leadership Action: Expand awareness of the employee loan program and link financial education to this initiative. Survey employees for satisfaction and feedback. Support other organizations in Pima County with adopting a similar program and expanding and improving the access to fair credit for low-income and credit-strapped families.
- 3.G.1.(4) Effectiveness Action: Conduct an assessment of the cost of poverty to Pima County and develop one or more public presentations on the findings.
- 3.G.1.(5) Leadership Action: Manage the Navigator, SNAP CAN project, to connect adults with multiple and chronic barriers to jobs and/or skills development and career advancement. Develop a gap analysis of community resources based on documentation of the barriers faced by SNAP recipients.
- 3.G.2.(1) Leadership Action: Implement the second phase of the MAMA (Mothers in Arizona Moving Ahead) program in partnership with the Health Department to improve the health of mothers and children in poverty and support their advocacy skills. Connect those mothers to workforce resources for increased financial stability and career development.

- 3.G.2.(2) Service Action: Develop alternative work or volunteer opportunities for SNAP and AHCCCS recipients to maintain state benefits. Coordinate and bundle resources in support of people moving out of poverty.
- 3.G.2.(3) Effectiveness Action: Expand and strengthen the Getting Ahead Network of organizations incorporating this curriculum to ensure a high quality program. Determine and use common evaluation tools. Actively connect graduates to the workforce development system. Involve Getting Ahead graduates and develop opportunities for public engagement and advocacy.
- 3.G.2.(4) Effectiveness Action: Continue to support faith-based partnerships as a means to fill gaps in providing essential services for low-income families and individuals.
- 3.G.3.(1) Service Action: Continue offering trainings and workshop on poverty to County staff, community organizations and the faith community with the goal of 500 participants per year.

#### **4. INVESTING FOR ECONOMIC GROWTH**

- 4.A (1) Prioritize land use planning around all airports in the County, not just the two major airports.
- 4.A (2) Explore cooperative planning with all of the region's airports to highlight strengths and needs then develop a regional plan to acquire FAA and State funding to address infrastructure needs.
- 4.A (3) Identify potential military uses for Pinal Airpark to act as an "auxiliary airfield" in support of military operations in the state and advocate for the assets necessary to facilitate those uses.
- 4.A (4) Review opportunities for development of the Ajo Airport and define infrastructure and operational needs to make this a tourism attraction and an employment center for the community.
- 4.C.1 Increase outreach and collaboration with local, regional and national collectors and museums to feature shows and collections in the changing gallery of the new Regional Visitors Center. Featured collections will drive visitation to the Center and region on an on-going basis and offer residents access to museum quality exhibits.
- 4.C (2) Develop an activity agreement between Pima County and the International Traditional Knowledge Institute Foundation (ITKI).
- 4.C.2 (1) Collaborate with Visit Tucson to produce marketing materials, venue visits and market 2021/2022 events on the amateur, collegiate and professional levels.
- 4.C.2 (2) Expand the use of Kino Sports Complex and other County land assets as sites to accommodate the increasing number of venues for the annual Tucson Gem, Mineral, and Fossil Showcase.
- 4.C (1) Launch new streamlined online permitting process with "quick-response" approval for all film production crews.
- 4.C (2) In partnership with Film Tucson, continue to add unique Pima County film locations to the searchable database for location scouts looking for an endless variety of shooting locations unlike those in any other state.

- 4.C (3) Expand working relationship with the University of Arizona School of Theatre, Film and Television and Film Tucson to host forums, seminars and out-reach to studios, production companies and crews looking for affordable and experienced site locations and crews.
- 4.C.3(1) The Southeast Regional Park sewer connection project will connect the sewage system of all six outlying properties to the main Fairgrounds lagoon, then connect the lagoon to the main PC Wastewater line north of Interstate 10.
- 4.C.3(2) Continue upgrades and improvements of the facilities at the Pima County Fairgrounds, including expanding the RV Park space, adding electrical connections to the northwest portion of the Fairgrounds and improving the roads in the Park to accommodate additional and larger events and RV use.
- 4.C.4 Expanding the Chuck Huckelberry Loop east along the Tanque Verde Creek; south along the Pantano and Santa Cruz rivers; and north along the Cañada del Oro Wash can connect it to major regional attractions, including Sabino Canyon, Saguaro National Park East, Colossal Cave Mountain Park, San Xavier Mission and Green Valley/Sahuarita, and Catalina area resorts such as Miraval.
- 4.C 6 Partner with Visit Tucson and attend major conventions and Gem Show locations to provide area attractions and information for planning of day-tours and Southern Arizona Exploration.
- 4.C (1) Develop an activity agreement between Pima County and the International Traditional Knowledge Institute Foundation (ITKI) to showcase the County's work preserving its ranching and farming properties. ITKI's free TRusTTM digital app provides visitors with an interactive experience that introduces them to the local community's attractions and culture. ITKI and Pima County will work collaboratively to share and develop content for the app that features local Southern Arizona culinary attractions, agricultural and culinary history and culture, and the farmers, artisans and others who have been and are involved in creating and sustaining that culture.
- 4.C (1) Launch new streamlined online permitting process with "quick-response" approval for all film production crews.
- 4.C (2) In partnership with Film Tucson, continue to add unique Pima County film locations to the searchable database for location scouts looking for an endless variety of shooting locations unlike those in any other state.
- 4.C (3) Expand working relationship with the University of Arizona School of Theatre, Film and Television and Film Tucson to host forums, seminars and outreach to studios, production companies and crews looking for affordable and experienced site locations and crews.
- 4.C (4) Encourage cell carriers to add more cell towers at or near Pima County attractions, parks and properties.
- 4.C (5) Partner with Visit Tucson and attend major conventions and Gem Show locations to provide area attractions and information for planning of day-tours and Southern Arizona Exploration.

