



COB - BOSAIR FORM

06/04/2026 2:37 PM (MST)

BOARD OF SUPERVISORS AGENDA ITEM REPORT (BOSAIR)

All fields are required. Enter N/A if not applicable. For number fields, enter 0 if not applicable.

Record Number: PO ECD PO2600015753

Award Type:	Contract
BOSAIR Activity:	Board Meeting Request
Requested Board Meeting Date:	06/23/2026
Supplier / Customer / Grantor / Subrecipient:	Ajo District Chamber of Commerce
Project Title / Description:	Ajo Visitor Center: Gateway to the Sonoran Desert
Purpose:	To market and promote Ajo, Arizona to increase economic development and tourism.
Procurement Method:	Direct Select for Professional Services: Direct Select per Board of Supervisors Policy D29.6, III-C.
Procurement Method Additional Info:	N/A
Program Goals/Predicted Outcomes:	Ajo District Chamber of Commerce will be able to better staff the visitor center, increase marketing materials and elevate tourism experiences.
Public Benefit and Impact:	Ajo District Chamber of Commerce will direct tourists to their services and enhance commerce in the Ajo community
Strategic Plan Pillar	<ul style="list-style-type: none"> • Infrastructure & Growth
Support of Prosperity Initiative:	<ul style="list-style-type: none"> • 10. Prioritize Workforce Development for Underserved Populations
Provide information that explains how this activity supports the selected Prosperity Initiatives	<p>Financial support for the Ajo Chamber of Commerce advances the goals of the Pima County Prosperity Initiative by strengthening economic opportunity in this rural community. The Chamber serves as a catalyst for small business development, entrepreneurship, tourism promotion, and workforce engagement, all of which contribute to job creation and increased local economic activity. By providing resources, networking opportunities, business support services, and community programming, the Chamber helps local businesses grow and become more resilient. These efforts align with the Prosperity Initiative's focus on expanding economic mobility, increasing household prosperity, and supporting underserved communities. Investment in the Ajo Chamber also helps build local capacity, attract visitors and investment, and ensure that residents of western Pima County have access to opportunities that contribute to long-term economic stability and community prosperity.</p>

Metrics Available to Measure Performance:

Quarterly reports are required to evaluate progress.

Retroactive:

NO

Contract / Award Information

Record Number: PO ECD PO2600015753

Document Type:

PO

Department Code:

ECD

Contract Number:

PO2600015753

Commencement Date:

07/01/2026

Termination Date:

06/30/2027

Supplier / Subrecipient Headquarters Location

Ajo, Arizona

* Headquarters information is not a consideration for awards

Total Expense Amount:

\$48,000.00

Total Revenue Amount:

\$0.00

Funding Source Name(s) Required:

General Fund

Funding from General Fund?

YES

If Yes Provide Total General Funds:

\$48,000.00

Percent General Funds

100

Contract is fully or partially funded with Federal Funds?

NO

Contract is fully or partially funded with Non-Federal Grant Funds?

NO

Were insurance or indemnity clauses modified?

NO

Vendor is using a Social Security Number?

NO

Department: Economic Development

Name: Julie McWilliams

Telephone: 520-724-8450

Add Procurement Department Signatures


No

Add GMI Department Signatures

No

Department Director Signature:  _____ Date: 6/11/2026 | 4:04 PM MST


Deputy County Administrator Signature:  _____ Date: 6/12/2026 | 2:31 PM MST

County Administrator Signature:  _____ Date: 6/12/2026 | 2:34 PM MST



DATE: June 4, 2026

TO: Jan Leshar, County Administrator

FROM: Heath S Vescovi-Chiordi, Economic Development Director 

Cc: Carmine DeBonis, Jr., Deputy County Administrator for Public Works
Bruce D. Collins, Procurement Director


SUBJECT: Request for Direct Selection of Professional Services from Ajo District Chamber of Commerce for supplemental Economic Development Services for Pima County and Southern Arizona

Pursuant to Board of Supervisors Policy D29.6 III.C – Direct Selection and Procurement Procedure No. PO-50, this memorandum seeks approval to select Ajo District Chamber of Commerce to provide supplemental Economic Development services on behalf of Pima County.

Background: The Ajo Visitor Center is an important component of the economy around Ajo. The Visitor Center is a component of, and located within the Ajo Chamber of Commerce, thus it is most efficient for the Ajo Chamber of Commerce to operate the Ajo Visitor Center. The Visitor Center has been operated very successfully under prior agreements with Pima County for the past few years, so it is logical that this contract be awarded accordingly.

Requested Action: The Economic Development Department requests Ajo District Chamber of Commerce to be selected for provision of supplemental Economic Development Services for Pima County, with a not-to-exceed amount of \$48,000.00 for a contract term of one (1) year with the Option for four (4) additional one (1) year renewals, pursuant to the Direct Select provisions of Board of Supervisors Policy D29.6, III-C.

Approved as to Form: Bruce D Collins Digitally signed by Bruce D Collins
 Bruce D. Collins, Procurement Director Date: 2026.06.04 13:34:52 -07'00' Date: _____

Concur:  Date: 06/10/2026
 Carmine DeBonis, Jr., DCA

Direct Select Approved:  Date: 06/11/2026
 Jan Leshar, County Administrator

Pima County Department of Economic Development

Project: Ajo Visitor Center: Gateway to the Sonoran Desert

Contractor: Ajo District Chamber of Commerce

Amount: \$48,000.00

Contract No.: PO2600015753

Funding: General Fund

FUNDING AGREEMENT

1. Parties, Background and Purpose.

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

1.2. Purpose. County will provide funding to Contractor to defray costs related to the provision of services by the Contractor for the benefit of the public.

2. **Term**. The term of this Contract commences on July 1, 2026 and will terminate on June 30, 2027. If the commencement date is before the signature date of the last party to execute this Contract, the parties will, for all purposes, deem the Contract to have been in effect as of the commencement date.

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

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

5. **Indemnification**. To the fullest extent permitted by law, Contractor will defend, indemnify, and hold harmless Pima County and any related taxing district, and the officials and employees of each of them (collectively, "Indemnitee") from and against any and all claims, actions, liabilities, losses, and expenses (including reasonable attorney fees) (collectively, "Claims") arising out of actual or alleged injury of any person (including death) or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by any act or omission of Contractor or any of Contractor's directors, officers, agents, employees, volunteers, or subcontractors. This indemnity includes any claim or amount arising or recovered under the Workers' Compensation Law or arising out of the failure of Contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. The Indemnitee will, in all instances, except for Claims arising solely from the acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all Claims. Contractor is responsible for primary loss investigation, defense and judgment costs for any Claim to which this indemnity applies. This indemnity will survive the expiration or termination of this Contract.

6. **Laws and Regulations.**

- 6.1. **Compliance with Laws.** Contractor will comply with all federal, state, and local laws, rules, regulations, standards and Executive Orders.
- 6.2. **Licensing.** Contractor warrants that it is appropriately licensed to provide the services under this Contract and that its subcontractors will be appropriately licensed.
- 6.3. **Choice of Law; Venue.** The laws and regulations of the State of Arizona govern the rights and obligations of the parties under this Contract. Any action relating to this Contract must be brought in the appropriate court of the State of Arizona in Pima County.
7. **Independent Contractor.** Contractor is an independent contractor. Neither Contractor, nor any of Contractor's officers, agents or employees will be considered an employee of Pima County for any purpose or be entitled to receive any employment-related benefits, or assert any protections, under the Pima County Merit System. Contractor is responsible for paying all federal, state and local taxes on the compensation received by Contractor under this Contract and will indemnify and hold County harmless from any and all liability that County may incur because of Contractor's failure to pay such taxes.
8. **Subcontractors.** Contractor is fully responsible for all acts and omissions of any subcontractor, and of persons directly or indirectly employed by any Subcontractor, and of persons for whose acts any of them may be liable, to the same extent that the Contractor is responsible for the acts and omissions of its own employees. Nothing in this Contract creates any obligation on the part of County to pay or see to the payment of any money due any Subcontractor, except as may be required by law.
9. **Assignment.** Contractor may not assign its rights or obligations under this Contract, in whole or in part, without the County's prior written approval. County may withhold approval at its sole discretion.
10. **Non-Discrimination.** Contractor will comply with all provisions and requirements of Arizona Executive Order 2009-09, which is hereby incorporated into this contract, including flow-down of all provisions and requirements to any Subcontractors. During the performance of this Contract, Contractor will not discriminate against any employee, client or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin.
11. **Americans with Disabilities Act.** Contractor will comply with all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, including 28 CFR Parts 35 and 36.
12. **Authority to Contract.** Contractor warrants its right and power to enter into this Contract. If any court or administrative agency determines that County does not have authority to enter into this Contract, County will not be liable to Contractor or any third party by reason of such determination or by reason of this Contract.
13. **Full and Complete Performance.** The failure of either party to insist, in one or more instances, upon the other party's full and complete performance under this Contract, or to take any action based on the other party's failure to fully and completely perform, is not a waiver or relinquishment of the right to insist upon full and complete performance of the same, or any other covenant or condition, either in the past or in the future. The acceptance

by either party of sums less than may be due and owing it at any time is not an accord and satisfaction.

14. **Cancellation for Conflict of Interest.** This Contract is subject to cancellation for conflict of interest pursuant to A.R.S. § 38-511, the pertinent provisions of which are incorporated into this Contract by reference.
15. **Notice.** Any notice required or permitted to be given under this Contract must be in writing and be served by personal delivery or by certified mail upon the other party as follows:

County:
Heath Vescovi-Chiordi, Director
Economic Development Department
201 North Stone Avenue, 2nd Floor
Tucson, Arizona 85701-1317
(520) 724-4444
Heath.Vescovi-Chiordi@pima.gov

Contractor:
Mary Pat Jennings, President
Ajo District Chamber of Commerce
1 West Plaza Street
Ajo, Arizona 85321-2463
(520) 387-7742
ajochamber@gmail.com

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

17. **Public Records.**

17.1. Disclosure. Pursuant to A.R.S. § 39-121 et seq., all documents submitted relevant in the award of this Contract are public records. As such, those documents are subject to release and/or review by the general public upon request.

17.2. Records Marked Confidential; Notice and Protective Order. If Contractor reasonably believes that some of those records contain proprietary, trade-secret or otherwise-confidential information, Contractor must prominently mark those records "CONFIDENTIAL." In the event a public-records request is submitted to County for records marked CONFIDENTIAL, County will notify Contractor of the request as soon as reasonably possible. County will release the records 10 business days after the date of that notice, unless Contractor has, within that period, secured an appropriate order from a court of competent jurisdiction, enjoining the release of the records. County will not, under any circumstances, be responsible for securing such an order, nor will County be in any way financially responsible for any costs associated with securing such an order.

18. **Legal Arizona Workers Act Compliance.**

18.1. Compliance with Immigration Laws. Contractor hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to its employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Contractor will further ensure that each Subcontractor who performs any work for Contractor under this Contract likewise complies with the State and Federal Immigration Laws.

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

18.3. **Remedies for Breach of Warranty.** Any breach of Contractor's or any Subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, is a material breach of this Contract subjecting Contractor to penalties up to and including suspension or termination of this Contract. If the breach is by a Subcontractor, and the subcontract is suspended or terminated as a result, Contractor will be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement Subcontractor as soon as possible so as not to delay project completion. Any additional costs attributable directly or indirectly to such remedial action are the responsibility of Contractor.

18.4. **Subcontractors.** Contractor will advise each subcontractor of County's rights, and the subcontractor's obligations, under this Section 18 by including a provision in each subcontract substantially in the following form:

"Subcontractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Subcontractor's employees, and with the requirements of A.R.S. § 23-214 (A). Subcontractor further agrees that County may inspect the Subcontractor's books and records to insure that Subcontractor is in compliance with these requirements. Any breach of this paragraph by Subcontractor is a material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract."

19. **Israel Boycott Certification.** Pursuant to A.R.S. § 35-393.01, if Contractor engages in for-profit activity and has 10 or more employees, and if this Contract has a value of \$100,000.00 or more, Contractor certifies it is not currently engaged in, and agrees for the duration of this Contract to not engage in, a boycott of goods or services from Israel. This certification does not apply to a boycott prohibited by 50 U.S.C. § 4842 or a regulation issued pursuant to 50 U.S.C. § 4842.

20. **Forced Labor of Ethnic Uyghurs.** Pursuant to A.R.S. § 35-394, if Contractor engages in for-profit activity and has 10 or more employees, Contractor certifies it is not currently using, and agrees for the duration of this Contract to not use (1) the forced labor of ethnic Uyghurs in the People's Republic of China; (2) any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; and (3) any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China. If Contractor becomes aware during the term of the Contract that Contractor is not in compliance with A.R.S. § 35-394, Contractor must notify the County within five business days and provide a written certification to County regarding compliance within one hundred eighty days.

21. **Heat Injury and Illness Prevention and Safety Plan.** Pursuant to Pima County Procurement Code 11.40.030, Contractor hereby warrants that if Contractor's employees perform work in an outdoor environment under this Contract, Contractor will keep on file a written Heat Injury and Illness Prevention and Safety Plan. At County's request, Contractor will provide a copy of this plan and documentation of heat safety and mitigation efforts implemented by Contractor to prevent heat-related illnesses and injuries in the workplace. Contractor will post a copy of the Heat Injury and Illness Prevention and Safety Plan where it is accessible to employees. Contractor will further ensure that each subcontractor who performs any work for Contractor under this Contract complies with this provision.

- 22. **Amendment.** The parties may modify, amend, alter or extend this Contract only by a written amendment signed by the parties.
- 23. **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.

This agreement will become effective when all parties have signed it. The effective date of the agreement will be the date this agreement is signed by the last party (as indicated by the date associated with that party's signature).

PIMA COUNTY

Chair, Board of Supervisors

Date

ATTEST

Clerk of the Board

Date

APPROVED AS TO FORM

Bobby Yu
Deputy County Attorney

Bobby Yu
Print DCA Name

6/1/2026
Date

CONTRACTOR

Mary Pat Jennings
Authorized Officer Signature

MARY PAT JENNINGS - ASO DISTRICT CHAMBERS
Printed Name and Title OF COURAGE, PRESIDENT

6/1/26
Date

APPROVED AS TO CONTENT

Heath Vescovi-Chiardi
Economic Development, Director

Heath Vescovi-Chiardi
Print Name

05/28/2026
Date

EXHIBIT A

SCOPE OF WORK

1. **Program Activities.** *Ajo Visitor Center: Gateway to the Sonoran Desert.* Working with local, county and state organizations, Agency will:
 - 1.1. Develop projects to attract new residents and businesses to the Ajo area;
 - 1.2. Market and promote opportunities for growth and tourism in the Ajo area;
 - 1.3. Maintain established partnerships with local organizations to assist Ajo small businesses and encourage entrepreneurship opportunities in the area;
 - 1.4. Host familiarization tours of Ajo to businesses; and
 - 1.5. Promote tourism through print and social media

2. **County Funds:** Agency will use the funds provided by County for the following:
 - 2.1. Visitor Center staff;
 - 2.2. Increase marketing materials;
 - 2.3. Fundraising Events to support the activities set forth in Section 1 above; and
 - 2.4. Elevate tourism experiences.

3. **Target Population:** Agency will have contact with approximately 6,000 existing and potential businesses and visitors.

4. **Budget:** Agency will be paid as set forth below:

Category	Amount Allocated
Salaries (including ERE)	\$31,128.00
Professional Outside Services	-0-
Travel	-0-
Rent/Utilities	\$15,504.00
Material/Supplies	-0-
Operating Expenses	\$1,368.00
Equipment	-0-
TOTAL	\$48,000.00

END OF EXHIBIT A

**EXHIBIT B
Agency Expenditure Report and Invoice Cover Sheet**

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

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

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

Position	Hourly Rate	ERE	Total

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

Signature

Prepared by

Title

Date Prepared