



Board of Supervisors Memorandum

January 5, 2016

Professional Services Agreement with Sun Corridor Inc.

Background

On December 8, 2015, I provided the Board of Supervisors a draft Professional Services Agreement for the provision of economic development services by Sun Corridor Inc. (SCI). I am now submitting the final proposed Professional Services Agreement that has been negotiated between SCI executives and Pima County. The term of this agreement, from a contractual perspective, is for the last half of this fiscal year; however, they have continuously provided economic development services to the County throughout the year.

SCI has transitioned from their previous role as the Tucson Regional Economic Opportunities (TREO) organization to a much broader economic development organization representing Pima County, as well as southern Arizona.

In our very active pursuit of economic development opportunities, SCI has been the 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 services agreement, as outlined on Page Three of the agreement, is to increase the number of export-based jobs within the region. By doing so, we will significantly accelerate expansion of the tax base, as well as increase average regional income levels. We have also, for the first time, linked all of the 119 action items and the County adopted Economic Development Plan for 2015 through 2017 to the services agreement with SCI. Our action plan items become the goals of SCI.

We have and will continue to work cooperatively with SCI as our major partner in economic development activities for Pima County. We are today actively pursuing a number of export-based employment growth opportunities for the region, and I would expect positive progress during the last half of this fiscal year.

The agreement uses as base funding the \$441,000 allocation approved by the Board in the adoption of the Fiscal Year 2015/16 budget. I have also included an option for the County to increase compensation to SCI by \$210,000 to provide direct support in advancing County-owned properties and facilities for export-based employment and growth opportunities.

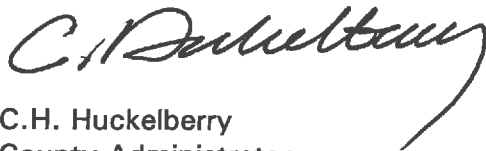
The optional contract amendment for this additional funding will be presented to the Board at a later date with very specific actions for locating export-based employers on County properties identified as available for such in the County's adopted Economic Development Plan.

The Honorable Chair and Members, Pima County Board of Supervisors
Re: **Professional Services Agreement with Sun Corridor Inc.**
January 5, 2016
Page 2

Recommendation

I recommend the Board of Supervisors approve the attached Professional Services Agreement with Sun Corridor Inc.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "C.H. Huckelberry". The signature is written in a cursive style with a long, sweeping tail that extends downwards and to the right.

C.H. Huckelberry
County Administrator

CHH/mjk – December 23, 2015

Attachment

PIMA COUNTY ADMINISTRATOR'S OFFICE

**PROJECT: Economic Development
for Pima County and Southern Arizona**

AGENCY: Sun Corridor Inc.

TERM: 01/05/2016 through 06/30/16

CONTRACT NO.

AMOUNT: \$441,000.00, with optional \$210,000.00

FUNDING: General Fund

PROFESSIONAL SERVICES AGREEMENT

I. PARTIES AND TERM. Pima County, a political subdivision of the State of Arizona (“COUNTY”), has approved participation in and support of the regional economic development corporation known as the Sun Corridor Inc. (“SCI”), an Arizona private nonprofit corporation, under its authority to make contributions to economic development under A.R.S. §§ 11-254 and 11-254.04. The purpose of this agreement (“Agreement”) is to set forth the regional economic development program that SCI agrees to undertake, the support that COUNTY agrees to provide, the respective roles of SCI and COUNTY and the payments by COUNTY to SCI for Fiscal Year 2015/16. The term of this Agreement shall be from January 5, 2016 through June 30, 2016, unless further extended upon the mutual written agreement of the parties.

II. BACKGROUND AND PURPOSE.

Tucson Regional Economic Opportunities, Inc. (TREO) was established in 2005 to consolidate and coordinate all economic development activities and programs within the region. The primary goal of TREO 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.

TREO changed its name to Sun Corridor Inc. on July 1, 2015 to more accurately reflect the activities of the new organization, to accurately reflect its expanded geographic area and to harness the power of southern Arizona – a mega region of potentially limitless economic

growth, which consists of the geographical areas of Pima, Cochise, Santa Cruz and Cochise Counties, as well as the State of Sonora, Mexico, to create opportunity and prosperity (see Exhibit C).

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

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

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

On June 16, 2015, COUNTY'S Board of Supervisors approved Four Hundred Forty-One Thousand Dollars (\$441,000.00) in funding to SCI for Fiscal Year 2015/16.

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

III. RESPONSIBILITIES OF SCI

A. MISSION: SCI's mission is to lead the growth of southern Arizona's economy, promote and grow bi-national commerce with Mexico and advocate for issues that will improve the mega-region's economic competitiveness and prosperity. SCI's mission is to provide leadership, a unified business voice, and connectivity to accelerate economic prosperity throughout southern Arizona and Sonoran Mexico.

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

This agreement is strategically focused on eight (8) specific long-range goals:

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, at least 50 percent greater than the average annual employment income within the region.
2. Marketing the region to generate qualified business/industry prospects in targeted economic clusters with emphasis on aerospace, defense, bioscience, energy, logistics, manufacturing and technology employers.
3. Leveraging public and private allies and resources to expand and locate qualified prospects, improve overall competitiveness, and sustain organizational vitality.
4. Retention and expansion of existing businesses.
5. Support the COUNTY in its economic development activities as outlined in the 2015 Pima County Economic Development Plan released in July 2015 and the Pima County Comprehensive Plan “Pima Prospers”. SCI efforts on behalf of Pima County are to be focused on the 119 action items contained in the County’s adopted Economic Development Plan, 2015 through 2017. Some action items are more applicable than others.
6. Advise COUNTY on issues related to the retention, expansion, and relocation of employers and overall competitiveness through the target market areas of Pima, Cochise, Santa Cruz and Pinal Counties, and Northern Mexico.
7. Identify competitive differences and collaborate resources for mega-region solutions.
8. Promote economic development benefits associated with tourism with the regional tourism agency, VisitTucson, including direct economic development conferences and other activities, and direct conference attendees to hotels and resorts in the unincorporated area of Pima County, as well as the JW Marriott Starr Pass Resort adjacent to Tucson Mountain Park and to Pima County attractions.

C. PERFORMANCE GOALS AND SERVICES: Specific performance targets, established by SCI and COUNTY service requirements are attached hereto as **Exhibit A** (“Performance Goals and Services”) and **Exhibit D** (“Action Items, Pima County Economic Development Plan 2015 through 2017”) and shall 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 may be revised with COUNTY’S prior written approval. The annual Budget of SCI is attached as Exhibit B.

1. SCI will provide quarterly reports to COUNTY discussing its progress in attaining the targets, including reporting the numerical results for each performance measurement set forth in Exhibit A and Exhibit D. Each report must include:

- a. A balance sheet and statement of income and expenses for the quarter compared to budgeted amounts;
- b. A year-to-date column projecting the fiscal year outcome;
- c. An explanation of any variances from budget or unusual financial items (including but not limited to cash deficit or cash flow problems, assumption of debt, loss of funding, the filing of a court case and the progress of on-going court cases); and
- d. 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.

2. SCI shall provide COUNTY by the 15th of each month throughout the term of this agreement an updated list of prospects, locates and other pertinent lead information. The format shall include but not be limited to name of project and company if provided, type of business, contact source, size requirements, capital investment (real and personal), projected jobs, wage (if releasable), and recruitment status.

3. SCI shall provide a copy of its annual external audit for the preceding fiscal year to COUNTY within thirty (30) days after the approval of the contract to SCI but not later than February 5, 2016.

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

IV. ADDITIONAL AGREEMENTS OF THE PARTIES:

A. COMPENSATION

COUNTY agrees to pay SCI Four Hundred Forty-one Thousand Dollars, (\$441,000.00) for services provided pursuant to this Agreement during the period January 5, 2016 through June 30, 2016. This amount shall be for administrative and operating expenses incurred in SCI's performance of this Agreement and for other reasonable and necessary expenses incurred in the course of SCI's performance of this Agreement. This funding shall be provided in the form of two equal payments in the amount of Two Hundred Twenty Thousand Five Hundred Dollars, (\$220,500.00) within thirty (30) calendar days following the approval of this agreement and 30 days prior to expiration of this agreement.

The COUNTY, at its option through a contract amendment, agrees to pay SCI \$210,000 in equal payments of \$35,000 per month from January 5, 2016 through June 30, 2016 for facilitating, implementing, and marketing COUNTY economic development properties to prospective new, export-based employers. These properties include the COUNTY'S excess downtown properties identified in the Economic Development Plan, COUNTY property in the proposed Aerospace, Defense and Technology Business and Research Park; COUNTY property located at Interstate 10 and Sunset Road; COUNTY property located at Cushing Street and Interstate 10; and the COUNTY'S decommissioned Roger Road Wastewater Treatment Facility. SCI's invoices shall be submitted to and approved by the COUNTY Administrator's Office or his designee prior to payment processing.

B. Invoices

1. SCI's invoices shall be submitted to and approved by the COUNTY Administrator's Office or his designee prior to payment processing.
2. SCI shall submit to the COUNTY two equal invoice requests of Two Hundred Twenty Thousand Five Hundred Dollars, (\$220,500.00) for payment within thirty (30) calendar days following the approval of this agreement and 30 days prior to expiration of this agreement.
3. Any application to change the time to file an invoice request for payment must be in writing and must state the reason or reasons justifying the requested extension. Granting an extension of time to file an invoice request for payment is within the sole discretion of COUNTY and must be approved by the COUNTY Administrator or his designee to be effective.
4. The foregoing notwithstanding, if SCI has not provided COUNTY with the audit required pursuant to paragraph III(C)(3), no payments shall be made hereunder until COUNTY receives the audit report. Invoices and quarterly activity reports are to be submitted to the address listed under Section M.
5. No funds paid to SCI by COUNTY under this Agreement may be paid to any private entity or individual as direct economic incentive. No funds paid to SCI by COUNTY may be used by any person or for entertainment expenses.
6. Notwithstanding any other provisions herein, COUNTY shall not be required to make any payment unless, at the time payment is due, SCI is in full compliance with the terms of this Agreement and has demonstrated that it is making progress toward its Fiscal Year 2015/16 goals and objectives.
7. SCI may not bill COUNTY for costs that are paid by COUNTY pursuant to a separate agreement, or by another funding source or grant, and must promptly reimburse COUNTY for any amounts paid by COUNTY for which SCI later receives such funding. SCI must notify COUNTY within ten (10) days of the earlier of notification regarding, or actual receipt of, such alternative funding.

8. Reduction in Funding. Notwithstanding any other provision of this Agreement, if the amount of monies that the State of Arizona distributes to COUNTY'S General Fund pursuant to A.R.S. § 42-5029 is less than the amount anticipated in COUNTY'S Fiscal Year 2015/16 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.

9. Nothing herein shall preclude COUNTY from contracting separately with SCI for services to be provided in addition to those to be provided hereunder, upon terms and conditions to be negotiated by COUNTY and SCI.

C. FOREIGN TRADE ZONE

1. SCI shall be the administrative agency for the delivery and administration of Foreign Trade Zone Number 174 ("FTZ") delivery and administration. 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 COUNTY and other impacted taxing jurisdictions of any application relating to the designation or continuation of an FTZ site or operator.

2. SCI shall periodically, 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. 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.

V. GENERAL PROVISIONS:

A. INSURANCE

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

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

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

3. Professional services, professional liability insurance in the amount of \$1,000,000.00; and,

4. Workers' compensation coverage including employees' liability coverage.

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

B. INDEMNITY

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

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

C. COMPLIANCE WITH LAWS

SCI shall comply with all federal, state, and local laws, rules, regulations, standards and Executive Orders, without limitation to those designated within this contract. The laws and regulations of the State of Arizona shall govern the rights of the parties, the performance of this contract, and any disputes hereunder. Any action relating to this contract shall be brought in a court of the State of Arizona in Pima County. Any changes in the governing laws, rules, and regulations during the terms of this contract shall apply, but do not require an amendment.

D. INDEPENDENT CONTRACTOR

The status of SCI shall be that of an independent contractor. Neither SCI, or SCI'S officers, agents or employees shall be considered an employee of COUNTY or be entitled to receive any employment-related fringe benefits under the Pima County Merit System. SCI shall be responsible for payment of all federal, state and local taxes associated with the compensation received pursuant to this contract and shall indemnify and hold COUNTY harmless from any and all liability which COUNTY may incur because of SCI'S failure to pay such taxes. SCI shall be solely responsible for program development and operation.

E. 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 liable to the same extent that the SCI is responsible for the acts and omissions of persons directly employed by it. Nothing in this contract shall create any obligation on the part of COUNTY to pay or see to the payment of any money due any subcontractor, except as may be required by law.

F. ASSIGNMENT

SCI shall not assign its rights to this contract, in whole or in part, without prior written approval of COUNTY. Approval may be withheld at the sole discretion of COUNTY, provided that such approval shall not be unreasonably withheld.

G. NONDISCRIMINATION

SCI agrees to comply with all provisions and requirements of Arizona Executive Order 2009-09, which is hereby incorporated into this contract as if set forth in full herein, including flow down of all provisions and requirements to any subcontractors. During the performance of this contract, SCI shall not discriminate against any employee, client or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin.

H. AMERICANS WITH DISABILITIES ACT

SCI shall comply with all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, including 28 CFR Parts 35 and 36.

I. AUTHORITY TO SCI

SCI warrants its right and power to enter into this contract. If any court or administrative agency determines that COUNTY does not have authority to enter into this contract, COUNTY shall not be liable to SCI or any third party by reason of such determination or by reason of this contract.

J. CONFLICT OF INTEREST

This contract is subject to cancellation for conflict of interest pursuant to ARS § 38-511, the pertinent provisions of which are incorporated into this contract by reference.

K. TERMINATION FOR DEFAULT

1. Upon a failure by SCI to cure a default under this contract within ten (10) days of receipt of notice from COUNTY of the default, COUNTY may, in its sole discretion, terminate this contract for default by written notice to SCI. In this event, COUNTY may take over the work and complete it by contract or otherwise. In such event, SCI shall be liable for any damage to the COUNTY resulting from SCI's default, including any increased costs incurred by COUNTY in completing the work.

2. The occurrence of any of the following, without limitation to the named events, shall constitute an event of default:

a. Abandonment of or failure by SCI to observe, perform or comply with any material term, covenant, agreement or condition of this contract, or to prosecute the work or any separable part thereof with the diligence that will insure completion within the time specified in this contract, including any extension, or a failure to

complete the work (or the separable part of the work) within the specified time;

b. 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;

c. Refusal or failure to remedy defective or deficient work within a reasonable time;

d. Loss of professional registration or business or other required license or authority, or any curtailment or cessation for any reason of business or business operations that would substantially impair or preclude SCI's performance of this contract;

e. Disregard of laws, ordinances, or the instructions of COUNTY or its representatives, or any otherwise substantial violation of any provision of the contract;

f. Performance of work hereunder by personnel that are not qualified or permitted under state law or local law to perform such services;

g. Commission of any act of fraud, misrepresentation, willful misconduct, or intentional breach of any provision of this contract; or

h. 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.

3. In the event of a termination for default:

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

b. 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; and

4. Subject to the immediately preceding subparagraph (3), COUNTY'S liability to SCI shall not exceed the contract's value of work satisfactorily performed prior to the date of termination for which payment has not been previously made.

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

a. 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:

1. Acts of God or of the public enemy,
2. Acts of the COUNTY in either its sovereign or contractual capacity,
3. Acts of another contractor in the performance of a contract with the COUNTY,
4. Fires,
5. Floods,
6. Epidemics,
7. Quarantine restrictions,
8. Strikes,
9. Freight embargoes,
10. Unusually severe weather, or
11. Delays of subcontractors at any tier arising from unforeseeable causes beyond the control and without the fault or negligence of both SCI and subcontractors.

b. SCI, within seven (7) days from the beginning of any event of default or delay (unless extended by COUNTY), notifies the COUNTY in writing of the cause(s) therefore. In this circumstance, the COUNTY shall ascertain the facts and the extent of the resulting delay. If, in the reasonable judgment of COUNTY, the findings warrant such action, the time for completing the work may be extended.

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

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

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

L. TERMINATION FOR CONVENIENCE

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

Notwithstanding any other provision in this contract, this contract may be terminated if for any reason, there are not sufficient appropriated and available monies for the purpose of maintaining COUNTY or other public entity obligations under this contract. In the event of such termination, COUNTY shall have no further obligation to SCI, other than to pay for services rendered prior to termination.

M. NOTICE

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

COUNTY:
County Administrator
Pima County
130 W. Congress Street, Floor 10
Tucson, Arizona 85701
TELEPHONE: 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

N. NONEXCLUSIVE CONTRACT

SCI understands that this contract is nonexclusive and is for the sole convenience of COUNTY. COUNTY reserves the right to obtain like services from other sources for any reason.

O. REMEDIES

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

P. SEVERABILITY

Each provision of this contract stands alone, and any provision of this contract found to be prohibited by law shall be ineffective to the extent of such prohibition without invalidating the remainder of this contract.

Q. BOOKS AND RECORDS

SCI shall keep and maintain proper and complete books, records and accounts, which shall be open at all reasonable times for inspection and audit by duly authorized representatives of COUNTY.

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

R. PUBLIC INFORMATION

Pursuant to A.R.S. § 39-121 et seq., and A.R.S. § 34-603(H) in the case of construction or Architectural and Engineering services procured under A.R.S. Title 34, Chapter 6, all

information submitted under this Agreement, including, but not limited to, pricing, product specifications, work plans, and any supporting data becomes public information and upon request, is subject to release and/or review by the general public including competitors.

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

Notwithstanding the above provisions, in the event records marked CONFIDENTIAL are requested for public release pursuant to A.R.S. § 39-121 et seq., COUNTY shall release records marked CONFIDENTIAL ten (10) business days after the date of notice to SCI of the request for release, unless SCI has, within the ten day period, secured a protective order, injunctive relief or other appropriate order from a court of competent jurisdiction, enjoining the release of the records. For the purposes of this paragraph, the day of the request for release shall not be counted in the time calculation. SCI shall be notified of any request for such release on the same day of the request for public release or as soon thereafter as practicable.

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

S. LEGAL ARIZONA WORKERS COMPLIANCE

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

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

Any breach of contract or any contract warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, shall be deemed to be a material breach of this contract subjecting SCI to penalties up to and including suspension or termination of this contract. If the breach is by a subcontractor, and the subcontractor is suspended or terminated as a result, SCI shall be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontractor or retain a replacement subcontractor, as soon as possible so as not to delay project completion.

SCI shall advise each subcontractor of their rights, and the subcontractor's obligations, under this Article by including a provision in each subcontractor substantially in the following form:

"Subcontractor hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to Subcontractor's employees, and with the requirements of A.R.S. § 23-214 (A). SCI further agrees that COUNTY may inspect the

Subcontractor's books and records to insure that Subcontractor is in compliance with these requirements. Any breach of this paragraph by Subcontractor will be deemed to be a material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract."

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

T. ENTIRE AGREEMENT, WAIVERS AND AMENDMENTS

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

- Exhibit A - SCI Goals and Services**
- Exhibit B - SCI Operational Budget**
- Exhibit C - SCI Map of Mega-Region**
- Exhibit D - Action Items, Pima County Economic Development Plan, 2015 through 2017**

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

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

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

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

Sharon Bronson, Chair, Board of Supervisors

Date

SUN CORRIDOR INC., an Arizona nonprofit corporation:

Joseph Snell, CEO and President

Date

ATTEST:

Robin Brigode, Clerk of the Board

Date

APPROVED AS TO CONTENT:

C.H. Huckelberry, County Administrator

Date

APPROVED AS TO FORM:

Tobin Rosen, Deputy County Attorney
Civil Division

Date

EXHIBIT A
PERFORMANCE GOALS AND SERVICES

SCI shall provide the following services to the COUNTY:

1. Meet the economic development goals set by the SCI Board of Directors and provide Pima COUNTY with quarterly statistical updates on progress in reaching the board approved goals below:

- a) Number of Direct Jobs Facilitated _____
- b) Number of Jobs in Targeted Industries (40%) _____
- c) Number of Qualified Prospects _____
- d) Earned Media Reach _____

2. Focus in the areas as outlined below and approved by the SCI Board of Directors:

a) High Wage Job Development/Sales and Marketing

1. Lead Generation

- Strengthen Relationships with Site Selectors and Real Estate Professionals
 - Direct Outreach via Personal Visits
 - Leverage Partners Arizona Commerce Authority (ACA), Greater Phoenix Economic Council , UA Tech Park, Port of Tucson, Arizona State University, University of Arizona, Tucson Electric, Pima Association of Governments, Maricopa Associations of Governments and other Mega-Regional economic development authorities or groups that provide economic development activities
 - Host Informational Forums
 - Targeting Site Selectors
 - Newsletters/Web-Based Marketing
- National Public Relations and Branding
- Direct Outreach to Local Primary Employers
- Sales
 - Leverage Arizona Commerce Authority (ACA)
 - Foreign Direct Investment (FDI) – Part of reporting criteria
 - Industry Forums and Gatherings

b) Capacity Development/Improve Competitiveness

1. Mobilize Blueprint Strategies Through Stakeholders

- Healthcare Committee
- Infrastructure Committee
- Talent/Workforce Committee
- Business Environment Committee
- Utility Companies

2. State and Federal Advocacy
 - Lead an Executive Mission to Washington, DC
 3. Drive/Support Infrastructure Improvement
 - Cross Border connections (Leadership Exchange)
 - I-11 Coalition
 - State Department of Transportation
 - Work with all Utility Companies locally and in the mega region
 4. State and Local Development
 - Sun Corridor Inc., Chairman's Circle
3. Support the 2015 through 2017 Pima County Economic Development Plan and provide direct assistance with the implementation of areas of the plan related to attraction, retention and other aspects of SCI's established mission.
 4. Support the FY 2015/16 Pima County Legislative program as it relates to regional economic development growth to the Pima County and southern Arizona region.
 5. Maintain a database of all prospects that contact SCI or are referred by local or State sources for information regarding business opportunities and business sites in Pima County. Segregate the database into Prospect, Client, Short Listed and Successful Contacts. Provide monthly update reports including referral source and industry.
 6. Obtain professional Economic Impact analysis for Client and Short List contacts and provide same to COUNTY.
 7. Prepare regional information and proposal packages of professional quality for all serious prospects and all clients and additional information packages as requested by client and short list contacts.
 8. Use the proposal packages and other marketing techniques to sell Pima County and convince new businesses to locate in Pima County.
 9. Maintain a professional quality, interactive website that provides regional information about Pima COUNTY, including business, workforce and economic information, educational status and opportunity information, quality of life information, business site and potential incentive information, appropriate community contact information.
 10. Maintain a knowledgeable and professional staff to prepare proposals, provide information and perform other required services for opportunities in the United States, Mexico, Canada and other sources of international business recruitment and FDI.
 11. Work with County and other regional resources to identify specific target industries in countries with high FDI in Arizona.

- 12.** Maintain a database of state, regional and national site selectors and periodically, at least quarterly, reach out and represent Pima County as a preferable business location site to them.
- 13.** Collaborate with Pima County, Pima Association of Governments and other regional jurisdictions to develop, maintain and provide economic and demographic data for the contractor's regional partners, site selectors and businesses in southern Arizona
- 14.** Represent the Mega-Region and serve as primary contact with Arizona Commerce Authority (ACA). Advocate for Pima County and regional interests with ACA.
- 15.** Continue to work with ACA to increase information sharing and understanding of Pima County's business resources and opportunities with the objective of increasing the quality, speed and the numbers of ACA referrals and the number and size of ACA incentives in Pima County.
- 16.** Develop a comprehensive marketing and sales plan to generate leads for potential locates. Distribute marketing materials via multiple marketing channels, multi-media advertising opportunities that target business sectors defined in the Updated Blueprint and Pima County Economic Development Plan (2015).
- 17.** Inform the COUNTY of contacts, industry type, employment potential, and outcome of each opportunity regarding the use, lease or sale of County properties identified for job growth in the 2015 through 2017 Pima County Economic Development Plan.
- 18.** Provide marketing, financing information, site data and related assistance to local primary businesses that are interested in expanding.
- 19.** Administer Foreign Trade Zone (FTZ) #174 as an incentive for business development within Pima COUNTY. Provide Clients with estimates of the federal FTZ benefits to their business and information regarding COUNTY role and policies in FTZ applications. Refer interested Clients to COUNTY to negotiate application support.
- 20.** Coordinate business development activities with COUNTY Economic Development, One Stop, Development Services and other departments or individuals involved in economic development within the COUNTY. Include these COUNTY departments/individuals in Prospect and Client meetings and in local incentive negotiations.
- 21.** Proactively identify regional business development opportunities and weaknesses and convene meetings or forums with relevant public and private organizations to address those opportunities and weaknesses. Facilitate community and mega-region communication and collaboration on business development issues.

- 22.** Provide quarterly reports to County Administrator and his designee as outlined in this agreement and whenever requested.
- 23.** Provide a database of incentive programs of ACA, Pima County and all Mega-Region jurisdictions and maintain current.
- 24.** Provide and maintain current a database of local business financing programs and state and federal programs; including those intended as incentives for business development.
- 25.** Work with other corporations, agencies or entities that are involved in economic development activities such as expanding our air service to Metro Tucson. More specifically, collaborate with regional partners that support the economic development mission of SCI such as and not limited to VisitTucson.
- 26.** Advise Pima County on competitive deficiencies in the region and coordinate mega-region collaboration to address regional needs.

EXHIBIT B

APPROVED OPERATIONAL BUDGET Fiscal Year 2015-2016

Revenue:	
Stakeholder	\$650,000
Private Sources	1,050,000
Other Revenue	<u>442,330</u>
Total Revenue	\$2,142,330
Expenses:	
Administration	\$366,950
Business Development	1,235,304
National Marketing	271,758
Competitive Positioning	<u>268,318</u>
Total Expenses	\$2,142,330
Net Income	\$0.00

EXHIBIT C

MEGA-REGIONAL AREA

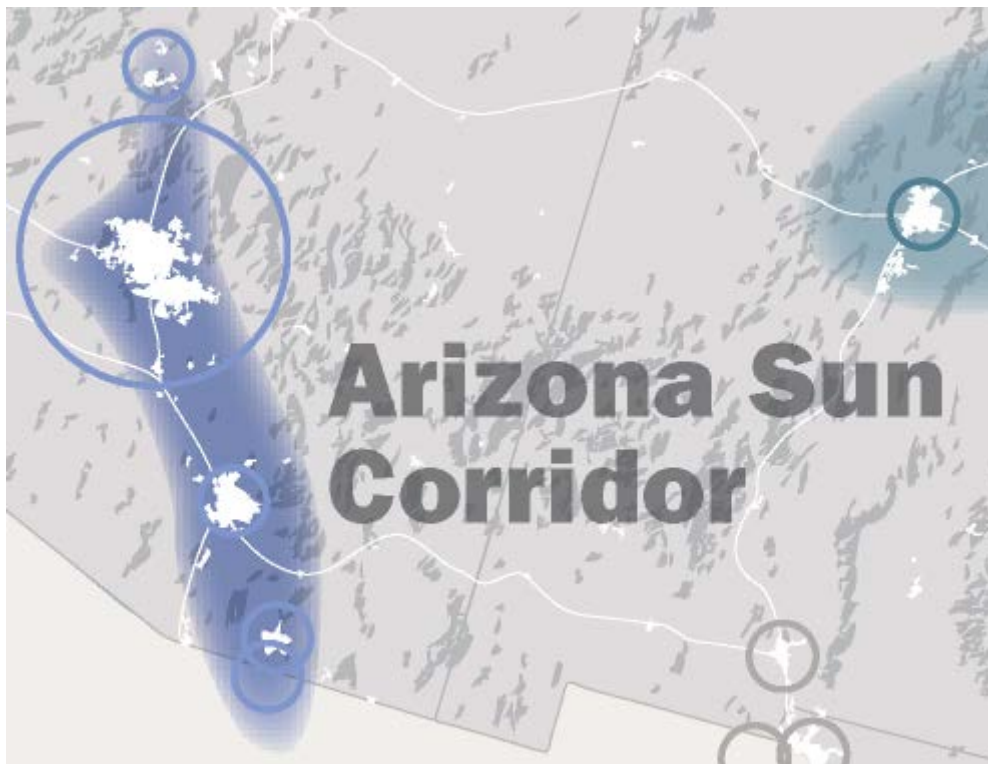
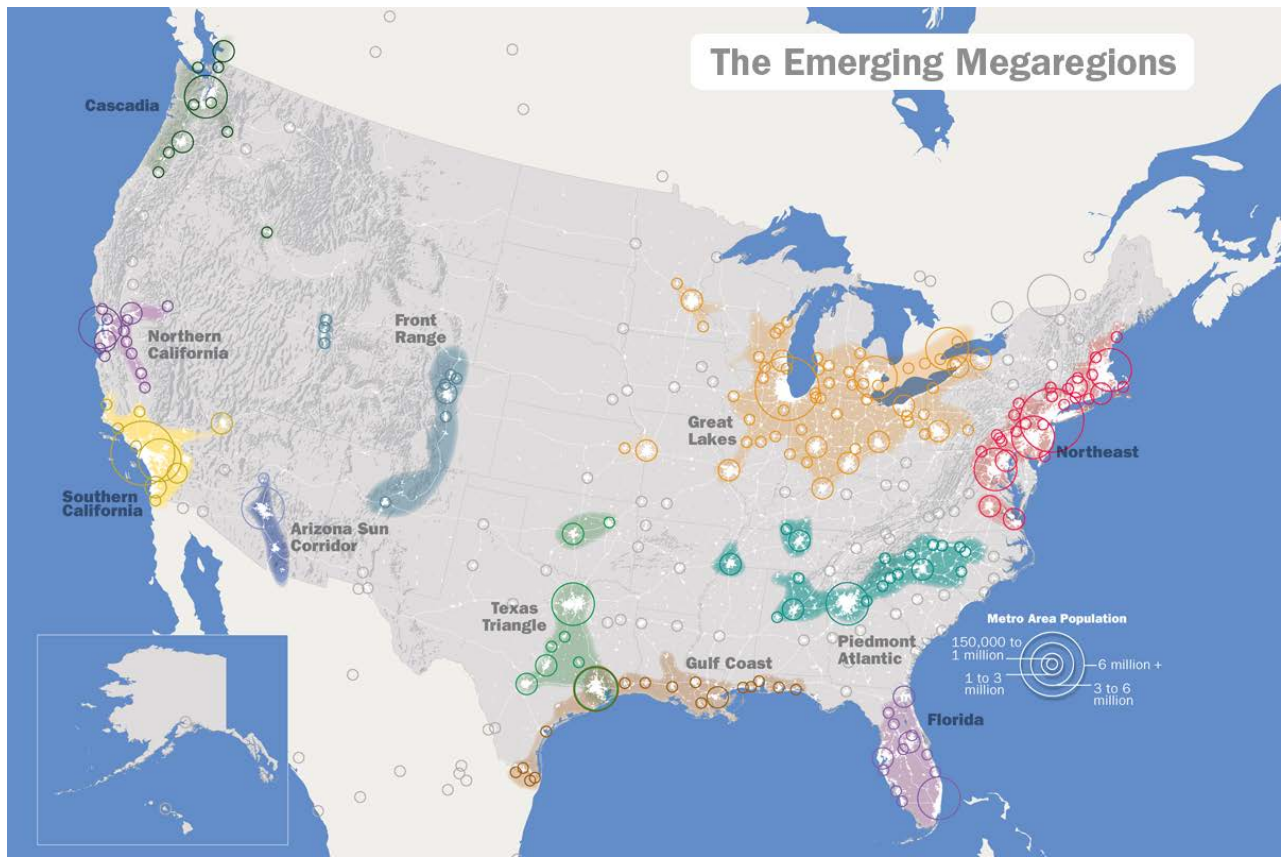


EXHIBIT D
ACTION ITEMS
PIMA COUNTY ECONOMIC DEVELOPMENT PLAN 2015 THROUGH 2017

1 PRIMARY JOB CENTER DEVELOPMENT

- 1.1 Support the initiation of the Environmental Impact Statement for the second runway at TIA by the TAA and Federal Aviation Administration (FAA) to initiate land and right of way exchange between the USAF and the TAA to complete the Raytheon buffer for existing facilities.
- 1.2 Complete during 2015 the Environmental Assessment for the release and sale of the 270-acre expansion buffer for Raytheon and acquire the buffer in 2016.
- 1.3 Develop a planning agreement between Pima County, TAA and the Arizona State Land Department to initiate concept planning for the Aerospace, Defense and Technology Business and Research Park consisting of 2,800 acres, of which 479 acres are County-owned.
- 1.4 Develop a conceptual plan for rail access from the Nogales line through the Park.
- 1.5 Complete the Aerospace Parkway in 2015, thereby providing surface transportation access to the Park.
- 1.6 Complete the Master Plan for major utility infrastructure for the Sonoran Corridor region in 2015.
- 1.7 Finance and construct public utility systems for the Park in 2016.
- 1.8 Define the boundary of the 150-acre primary employment campus-style employment center west of I-10 and south of the Sunset Road extension and develop an appropriate archeological mitigation plan for site development.
- 1.9 Complete planning and undertake construction of the extension of Sunset Road between I-10 and Silverbell Road in 2016.
- 1.10 Facilitate expansion of Accelerate Diagnostics at the Abrams Public Health Center.
- 1.11 Plan a bioscience/biotechnology incubator in Oro Valley adjacent to Sanofi and Ventana Medical Systems and implement the incubator using \$15 million of General Obligation bonds if approved by the voters or other funding that may be obtained by the County or other parties.
- 1.12 Assist in providing transportation public infrastructure to the UA Tech Park in the amount of \$10 million in General Obligation bonds if authorized by the voters.
- 1.13 Develop, with the ABOR and Campus Research Corporation, an innovation center and educational building at The Bridges with \$20 million of General Obligation bonds if authorized by the voters or other funding that may be obtained by the County or other parties.
- 1.14 Market for sale or lease for primary employment 97 E. Congress Street, 160 N. Stone Avenue, and vacant land at 69 E. Broadway Boulevard and 332 S. Freeway.
- 1.15 Support Pinal County in their funding application with the FAA to widen, resurface and extend the runway serving their airport and provide any County property necessary for improving the runway facilities at Pinal Airpark.

1.16 Make available County property at Pinal Airpark for air field development and expansion, including airport employment lessees.

2 REGIONAL INFRASTRUCTURE INVESTMENT FOR JOB CREATION

2.1 Pima County will fully cooperate with and participate in any environmental or location alternative studies for I-11 within Pima County and will closely monitor project implementation to ensure the trade benefits from a connection to Mexico are realized.

2.2 Establish as a County highway the auxiliary interstate highway connection between I-10 and I-19.

2.3 Request, through the Regional Planning Agency, that the auxiliary interstate highway be included as a state route by the Arizona State Transportation Board in the State Highway System.

2.4 Cause the auxiliary interstate highway to be included in the Federal Highway System as an auxiliary interstate highway through any Congressional action related to authorizing surface transportation funding in the United States.

2.5 Initiate planning and design of a phased improvement connecting the Aerospace Parkway to I-10 at Rita Road along the Old Vail Alignment using \$30 million in General Obligation Bonds if authorized by the voters or other funding that may be obtained by the County or other parties.

2.6 Advocate for early and adequate funding for improving SR 189 from the Mariposa POE to I-19.

2.7 Complete the Aerospace Parkway improvement in Calendar Year 2015.

2.8 Support development of the second full-service parallel runway for TIA.

2.9 Complete the already authorized TIGER Grant to improve rail access to the Port of Tucson.

2.10 Initiate development of a sanitary sewer inceptor system to serve the employment growth area located south of TIA extending to Rita Road at I-10.

2.11 Support and cooperate with Union Pacific Railroad to reroute the Nogales Line and make available the existing Nogales Line for future passenger rail to TIA, Raytheon and the Business and Research Park.

3 PROTECTING OUR EXISTING MAJOR EMPLOYMENT BASE

3.1 Relocate Hughes Access Road and secure buffers for Raytheon expansion.

3.2 Continue to actively support DMAFB and their continuation of the A-10 mission and any future mission for DMAFB.

3.3 Create the County staff position of Navigator to coordinate strategies and regional support activities for DMAFB.

3.4 Actively pursue acquisition of leased private properties within DMAFB and State Trust land to reduce operational land leasing costs of DMAFB. Five million dollars of County General Obligation bonds will be used for this purpose if approved by the voters or other funding that may be obtained by the County or other parties.

- 3.5 Continue to actively support the AZ ANG and continuation and expansion of its domestic and international flight pilot training missions at TIA.
- 3.6 Support the AZ ANG main entrance relocation to improve safety and operation security of the facility. Set aside approximately 50 acres of expanded Raytheon buffer for AZ ANG purposes primarily related to munitions storage and arming of AZ ANG aircraft engaged in pilot training.
- 3.7 Support funding initiatives for the UA and oppose further reductions in State funding of Arizona's university and community college systems.
- 3.8 Actively support capital investments in technology transfer activities at the UA related to primary employment growth, including capital financing of a public highway at the UA Tech Park with of \$10 million of General Obligation bonds if approved by the voters or other funding that may be obtained by the County or other parties.
- 3.9 Provide \$20 million in General Obligation bonds, if approved by the voters or other funding that may be obtained by the County or other parties, to finance an innovation building at The Bridges. The purpose of the innovation building will be to facilitate and incubate startup technology companies transferring research to practical applications and job development.
- 3.10 Begin development of a contingency plan to absorb potential employment losses at DMAFB.

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

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

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

5.1 Actively support increased State funding for all public education programs, particularly for the university and community college systems.

5.2 Encourage action and public, as well as, private funding of higher education to minimize future increases in tuition and fees.

5.3 Encourage technology transfer from all three Arizona universities and PCC, as well as economic development investment from all three universities, into enterprises within Pima County - either existing employers or emerging new employers.

5.4 Foster collaboration between Arizona's three universities, government and the private sector in support of university-level degree programs related to and in support of technical employment clusters in the region.

6 PROMOTING TOURISM

6.1 Collaborate with Visit Tucson Sports to maximize soccer, lacrosse and other sports that can be staged at Kino Sports Complex or other Pima County sports facilities and increase the local, regional and national events that fit with the recommendations of a Kino Sports Complex feasibility study by SFA and the sports assessment study conducted by Populous/The Planning Center.

6.2 Seek to expand existing cycling events and consider bringing in new events that include both cycling and running in order to increase the region's profile as an ideal cycling destination.

6.3 Create a consolidated gateway for all of our region's unique resources. Promote a story of Tucson and the region that showcases its uniqueness and diversity and fosters a sense of pride and a sense of place in residents and visitors alike.

6.4 Add to Kino Sports Complex's offerings on land adjoining the existing venues by master planning and constructing facilities that attract regional and national events, while also serving local users.

6.5 Complete "The Loop" trail and its local town connector trails and market it as part of the region's substantial cycling infrastructure.

6.6 Continue to support, through cooperative marketing and outreach programs, the mission of Pima County leased properties and all of the unique attractions throughout southern Arizona.

6.7 Work with regional medical centers, wellness facilities, Pima County Health Department, physicians, Banner-UAMC and Visit Tucson, to develop and market visitor incentive packages for those seeking medical care within our community.

6.8 Continue to bring the Korean Baseball Organization and teams from Mexico's Pacific Coast League to play and train at Kino Sports Complex.

6.9 Work with CABC and Visit Tucson to stage a Pima County familiarization tour for top Canadian decision-makers related to business expansion and relocation, along with land/company acquisitions and other mechanisms that would spur Canadian direct investment in our region.

6.10 Partner with the TAA and local business organizations to pursue nonstop flights from one or more

United States East Coast, Canadian and Mexican cities to TIA, since there are currently very limited East Coast nonstop flights and no nonstop flights to Tucson from Canada and no flights to Mexico.

6.11 Work with Vamos a Tucson to identify business and tourism opportunities in Sonora and Sinaloa and meet with appropriate officials at the Hermosillo center and in Tucson.

6.12 Work to improve and expand existing Pima County tourist attractions through bond investments or other funding that may be obtained by the County or other parties, including the Kino Sports Complex, Old Tucson Studios, Arizona-Sonora Desert Museum, Colossal Cave Mountain Park, Pima Air and Space Museum and the Historic Courthouse Art Museum and January 8th Memorial.

6.13 Reintroduce and support passage of reform legislation related to the PCSTA to fund tourism-related initiatives designed to increase tourism economic development.

7 MINING – MODERNIZING A TRADITIONAL INDUSTRY

7.1. Continue to monitor and comment through the federal regulatory process on mining activities proposed or ongoing within Pima County with the goal of minimizing long-term adverse impacts of those operations and having any required mitigation provided within the area of actual impact.

7.2. Support mining activities that generally provide mitigation offsets in accordance with the established County conservation guidelines.

7.3. Continue to encourage advanced mining and resource extraction technology evolution to maximize recoverable economic minerals and minimize impacts to air, water and ecosystem resources of the County.

7.4. Continue to pursue reclamation efforts related to past mining activities and encourage relocation, stabilization and reforming of mine disposal sites and/or tailings disposals.

7.5. Promote use of renewable water supplies for all mining activities within Pima County.

8 ENHANCING OUR RELATIONSHIP WITH MEXICO

8.1 Identify distribution companies in Pima County to provide locations for engineering, quality control and distribution support for companies in the maquiladora industry.

8.2 Complete the County web page to serve as a regional resource and tool to attract business and investment from Mexico.

8.3 Continue to foster relationships on both sides of the border to increase border-crossing efficiency and to make Arizona POEs more competitive with quicker access and easier use.

8.4 Continue to promote development of infrastructure that maximizes our unique geographic location at the crossroads of the north/south and east/west trade routes.

8.5 Continue advocating at the federal level to increase Customs staffing to expedite border crossing for trucks and trains.

8.6 Continue our efforts with Sun Corridor, Inc. and PAG to assist the maquiladora industry in Sonora, Mexico in developing local, more reliable supply chains for materials and manufacturing-related services.

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

9 ENHANCING OUR RELATIONSHIP WITH CANADA

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

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

- 10.1 Continue efforts to increase economic involvement with East Asia by supporting the Port of Tucson in its expansion.
- 10.2 Incorporate promotion of local export opportunities via the Port of Guaymas into our Mexico efforts, as well as its overarching economic development strategy for East Asia.
- 10.3 Support the extension of heavyweight corridors throughout Arizona to make our state more competitive with Texas and other border states. Increase export capabilities for heavy objects and ocean containers from Asia passing through southern Arizona to maquiladora manufacturers in Nogales.
- 10.4 Continue to work with the Honorary Consul of The Republic of Korea in Tucson to increase bilateral trade, increase the presence of South Korean companies and attract FDI.

10.5 Coordinate with Visit Tucson and the Honorary Consul of the Republic of Korea in Tucson to expand South Korean tourism, festivals and spring training opportunities in our region.

10.6 Work with PCC to attract more students from The Republic of Korea.

10.7 Work with PCC for mutual support of the County's and PCC's objectives to expand the socioeconomic relationship with The Republic of Korea.

11 DOWNTOWN ENHANCEMENT

11.1 Facilitate the creation of a regional arts and cultural center by establishing, in collaboration with TMA, an Art of the American West museum in the Historic County Courthouse if the voters approve funding for such or other funding that may be obtained by the County or other parties. Continue discussions with the UA regarding displaying University-acquired art pieces in the Historic Courthouse.

11.2 Encourage new or expanded primary employment in the downtown by making available for such the County-owned office buildings at 97 E. Congress Street and 160 N. Stone Avenue, as well as the County's vacant property at Broadway Boulevard and Scott Avenue.

11.3 Continue to work toward expansion of the downtown as the legal and administrative center for the region, including further discussions with the UA to increase its downtown presence for legal training for University law students.

12 JOB TRAINING AND EMPLOYMENT BASE DEVELOPMENT

12.1 Partner with businesses and sector groups to develop specific targets and recommendations for career advancement pathways ranging from technician to professional levels.

12.2 Partner with Davis-Monthan Air Force Base, Fort Huachuca, PCC and local business on career expos for separating military personnel. Match veterans with local business, particularly technical and aerospace companies. Provide entrepreneurial training and assistance to separating personnel.

12.3 Formalize the Border Regional Economic Development Consortium to pursue possible federal Economic Development Administration funding and other opportunities.

12.4 Complete the data collection survey of internal and external stakeholders for the Business Resource OneStop Center and proceed with additional planning.

12.5 Work with the WIB to develop, in conjunction with targeted industry sectors and educational institutions, career pathways that allow local workers to gain skills and certifications valued by employers.

12.6 Partner with United Way of Tucson and Southern Arizona and other public and private community partners on the *Cradle to Career* initiative to improve education and workforce readiness.

12.7 Include support for full funding of JTED in the Pima County Legislative Agenda and advocate for full funding of JTED programs to support Pima County businesses.

12.8 Include in the Pima County Legislative Agenda additional public funding for education.

13 THE ROLE OF ECONOMIC DEVELOPMENT IN ENDING POVERTY

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

14 INVESTING FOR AN ECONOMICALLY COMPETITIVE FUTURE

- 14.1 Continue to advocate at the state and federal levels for increased revenue for transportation systems, particularly a statewide 10-cent per gallon gasoline tax increase, provided the entire HURF revenue stream is constitutionally protected from diversion. This can occur by direct legislative enactment or by the State Legislature referring the question of a tax increase and constitutional protection to the voters.
- 14.2 In November of any year, place before the voters a bond authorization that includes projects and programs whose primary purpose is economic development, job creation and increasing the community’s wealth, as well as funds for road repair and rehabilitation.
- 14.3 Continue to make property tax reductions available to expanding or new primary employers or export-based employers as an economic incentive for expansion or relocation.

14.4 The County should actively pursue alternative revenue sources for the County General Fund to support County justice and law enforcement functions; and in doing so, strive to reduce the County's primary property tax rate closer to the statewide average for counties.

14.5 Continue with the development of the Pima Prospers Comprehensive Plan Update and ensure it is complementary to the 2015 through 2017 Economic Development Plan.

14.6 Pima County will work cooperatively with area jurisdictions on complementary economic development strategies, including employment retention and expansion, workforce development, infrastructure development, international trade and tourism.

14.7 The County will convene quarterly economic development coordination meetings with the jurisdictions and stakeholders such as Sun Corridor, Inc., area chambers of commerce, and others who have an interest in and focus on economic development. The purpose of these meetings will be to share information and to determine how best to coordinate regional activities related to economic development.

14.8 The County will advance economic development activities in coordination and consultation with Cochise, Pinal, Santa Cruz and Yuma Counties.