City of Benson
City Council Communication

Regular Meeting **October 24, 2016**

To: Mayor and Council Agenda Item # 3

From: Bradley J. Hamilton, P.E. Director of Public Works/City Engineer

Subject:

Discussion and possible action regarding a contract with David Thompson for an Airport Services Coordinator

Discussion:

In July of this year, the City released a Request for Proposal (RFP) for an Airport Services Coordinator. The City received 3 proposals for this service. The lowest qualified proposal was submitted by David Thompson. The Cost of this contract is $7,332.00 per year.

Staff Recommendation:

Approval of the contract with David Thompson for an Airport Services Coordinator

PROFESSIONAL SERVICES CONTRACT

THIS CONTRACT is entered into between City of Benson, a body politic and corporate (the "City"), and David Thompson, a single man (the "Coordinator").

RECITALS

WHEREAS, CITY requires the services of a contractor qualified to serve as the City's Airport Coordinator; and,

WHEREAS, COORDINATOR is qualified and willing to provide such services; and

WHEREAS, pursuant to the City's Request for Proposals to locate a qualified contractor, the COORDINATOR submitted the Proposal most advantageous to the City.

NOW, THEREFORE, the parties hereto agree as follows:

ARTICLE I - TERM AND EXTENSION/RENEWAL

This Contract shall commence on November 1, 2016 and shall terminate on October 31, 2017 unless sooner terminated or further extended pursuant to the provisions of this Contract. The City shall have the option to extend this Contract for four (4) additional one-year periods or any portion thereof. Any modification or extension shall be by formal written amendment executed by the parties hereto.

ARTICLE II - SCOPE

COORDINATOR shall perform the scope of services set forth Exhibit A, attached hereto. COORDINATOR shall perform all its work in accordance with the terms of the contract and to the best of the COORDINATOR's ability. COORDINATOR shall employ suitably-trained and skilled professional personnel to perform all consultant services under this Contract.

Any software COORDINATOR licenses (or purchases) COORDINATOR obtains shall be titled in the City's name. At the termination of this Agreement, COORDINATOR shall transfer any licenses improperly licensed to the City without charge.

ARTICLE III - PAYMENT

In consideration of the services specified in this Contract, the City agrees to pay COORDINATOR a monthly fee of $611, inclusive of all services listed in COORDINATOR's scope.

ARTICLE IV - INSURANCE

COORDINATOR shall obtain and maintain at its own expense, during the entire term of this Contract the following type(s) and amounts of insurance:

a) Commercial General Liability in the amount of $1,000,000.00 combined, single limit Bodily Injury and Property Damage. City of Benson is to be named as an additional insured for all operations performed within the scope of the Agreement between City of Benson and COORDINATOR;

b) Commercial or Business automobile liability coverage for owned, non-owned and hired vehicles used in the performance of this Agreement 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;

c) If this Agreement involves professional services, professional liability insurance in the amount of $1,000,000.00; and,

d) If required by law, workers' compensation coverage including employees liability coverage. COORDINATOR shall provide City with current certificates of insurance. All certificates of insurance must provide for guaranteed thirty (30) days' written notice of cancellation, non-renewal or material change.

ARTICLE V - INDEMNIFICATION

COORDINATOR shall indemnify, defend, and hold harmless City, its elected officials, 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 the COORDINATOR, its agents, employees or anyone under its direction or control or on its behalf in connection with performance of this Contract. The amount and type of insurance requirements separately set forth in this agreement will in no way be construed as limiting the scope of indemnity in this Section. COORDINATOR's duty to defend shall be a separate and distinct obligation from the duty to indemnify the City and is enforceable regardless of fault or negligence. COORDINATOR's indemnification and defense duties shall survive the termination of this agreement.

ARTICLE VI - COMPLIANCE WITH LAWS

COORDINATOR 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 Cochise County. Any changes in the governing laws, rules, and regulations during the terms of this Contract shall apply but do not require an amendment.

ARTICLE VII - INDEPENDENT CONTRACTOR

The status of the COORDINATOR shall be that of an independent contractor. Neither COORDINATOR, nor COORDINATOR's officers, agents or employees shall be considered employees of City of Benson or be entitled to receive any employment-related fringe benefits under the City of Benson employment or merit system. COORDINATOR 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 City harmless from any and all liability which City may incur because of COORDINATOR's failure to pay such taxes. COORDINATOR shall be solely responsible for program development and operation.

ARTICLE VIII - SUBCOORDINATOR

COORDINATOR 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 COORDINATOR 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 City to pay or see to the payment of any money due any subcontractor, except as may be required by law.

ARTICLE IX - ASSIGNMENT

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

ARTICLE X - NON-DISCRIMINATION; ADA

COORDINATOR shall not discriminate against any City employee, client or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin in the course of carrying out COORDINATOR's duties pursuant to this Contract. COORDINATOR shall comply with the provisions of Executive Orders 75-5, as amended by Executive Order 99-4, which are incorporated into this Contract by reference as if set forth in full herein. COORDINATOR further shall comply with all applicable provisions of the Americans with Disabilities Act (Public Law 101336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, including 28 CFR Parts 35 and 36.

ARTICLE XI - AUTHORITY TO CONTRACT

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

ARTICLE XII - FULL AND COMPLETE PERFORMANCE

The failure of either party to insist on one or more instances upon the full and complete performance with any of the terms or conditions of this Contract to be performed on the part of the other, or to take any action permitted as a result thereof, shall not be construed as 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 shall not be construed as an accord and satisfaction.

ARTICLE XIII - TERMINATION; CANCELLATION

City reserves the right to terminate this Contract at any time and without cause by serving upon COORDINATOR 30 days' advance written notice of such intent to terminate. In the event of such termination, the City's only obligation to COORDINATOR shall be payment for services rendered prior to the date of termination.

This Contract may be terminated at any time without advance notice and without further obligation to the City when the COORDINATOR is found by City to be in default of any provision of this Contract.

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 City or other public entity obligations under this Contract. In the event of such termination, City shall have no further obligation to COORDINATOR, other than to pay for services rendered prior to termination.

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.

ARTICLE XIV - NOTICE

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

CITY:

City Manager, William Stephens
City of Benson
P.O. Box 2223
Benson AZ 85602
(520) 586-2245
www.cityofbenson.com

COORDINATOR:

David Thompson
237 E. La Cuesta Drive
Benson AZ 85602
(520) 586-2287
(503) 519-1101 (cell)
ytdriver@gmail.com

ARTICLE XV - NON-EXCLUSIVE CONTRACT

COORDINATOR understands that this Contract is nonexclusive and is for the sole convenience of CITY. The City reserves the right to obtain like services from other sources if the Coordinator is unable to provide satisfactory service.

ARTICLE XVI - OTHER DOCUMENTS

COORDINATOR and CITY in entering into this Contract have relied upon information provided in COORDINATOR's proposal. This document together with the City's Request for Proposal are hereby incorporated into and made a part of this Contract as if set forth in full herein, to the extent not inconsistent with the provisions of this Contract or the Request for Proposal.

ARTICLE XVII - 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.

ARTICLE XVIII - 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.

ARTICLE XIX - BOOKS AND RECORDS

COORDINATOR 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 CITY.

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

ARTICLE XX - ENTIRE AGREEMENT

This document constitutes the entire agreement between the parties pertaining to the subject matter hereof, and all prior or contemporaneous understandings or agreements, whether oral or written, are hereby superseded and merged herein. This Contract may be modified, amended, altered, or extended only by a written amendment executed by the parties. Although the terms of this contract may vary from those contained in the Proposal or solicitation, the parties agree that all such variances were the product of negotiations following award.

IN WITNESS WHEREOF, the parties hereto have executed this Contract as of the date of the City's execution below.

COORDINATOR

DAVID THOMPSON

DATE: 10/19/2016

CITY OF BENSON

DATE: _____

TONEY D. KING, SR., Mayor

ATTEST:

VICKI L. VIVIAN, CMC, City Clerk

APPROVED AS TO FORM:

Mesch Clark Rothschild
City Attorney, by GARY COHEN

Exhibit A

Airport Coordinator
SCOPE OF WORK

The Airport Coordinator shall provide the following services to the City:

MANAGEMENT RESPONSIBILITIES

The Airport Coordinator is responsible for coordinating airport operations and activities consistent with the policies, rules, regulations, standards, and ordinances promulgated by the City of Benson, the State of Arizona and the Federal Government.

The Airport Coordinator shall:

- Recommend adjustments to airport rules, regulations, management policies and procedures, maintenance, fees, safety as well as construction projects at the airport.
- Coordinate with airport users to make sure their needs are met as much as reasonable and practicable.
- Ensure lessees comply with terms and conditions of lease agreements.
- Engage in creative public relations efforts through the Benson/San Pedro Valley.
- Communicate and coordinate with agencies throughout Southeastern Arizona regarding scheduled airport activity.
- Group, with specific emphasis being placed on marketing and promoting the airport facilities, functions and potentials. Perform customer relations functions and inform local media of airport activities. Project a positive and professional image of the airport.
- Maintain a working knowledge of requirements for airport operation prescribed by orders, air regulations and advisory circulars of the Federal Aviation Administration.
- Coordinate labor, materials and equipment with Public Works Director on an as needed basis for major airport maintenance and expansion projects.
- Assist with the submission of annual updates to the Airport Capital Improvement Program to the FAA and the Arizona Department of Transportation in consultation with contracted consultants, Public Works Director, City Manager and the City Council.
- Assist the City Manager and staff in developing periodic updates to the Airport Master Plan, the Airport Layout Plan, Airport Property and Land Use Inventory Maps.
- Coordinates construction projects with airport users.
- Assist in the collection of user charges for monthly tie down spaces, through the fence/gate fees, and other fees and remittances due the City. This may require contacting delinquent account holders and other fee for service users, directly.
- With the assistance of the Southeastern Arizona Economic Development Group, organize, promote and manage at least one annual airport air fair, open house, or fly in.
- Other consistent duties as may be assigned by the City Manager.

OPERATING RESPONSIBILITIES

The Airport Coordinator shall assist the City of Benson in operating the aeronautical facilities and common use area of the airport in compliance with all established Rules, Regulation, Special Use Permits, Lease or other governing requirements. The Airport Coordinator shall generally ensure that the following items are complied with under the applicable elements of the FBO Contract and/or other contracts, Memorandum of Understanding and Intra-Agency agreements:

- All navigational aids and lighting are lighted and operational each night of the year.
- Check all airport facilities periodically to assure compliance with preventative maintenance and/or scheduled inspection requirements.
- Ensure that if any part of the airport is closed or hazardous to use, including inclement weather conditions, a warning to users is given by prominently erected and displayed signs

and/or barricades. That a notice to the operator of the Common Traffic Advisory Service (Unicorn), and a notice on the AWOS radio message system are issued. That a Notice to Airmen (NOTAM) is provided to the governing FAA Flight Service Station to advise pilots of the condition. The notice shall depict, as detailed as possible, which areas of the airport are affected and/or closed until the conditions are corrected.

- Ensure applicable Rules, Regulations and Ordinances pertaining to the airport and its operation, as adopted by the city council, are published and distributed to airport users.
- Monitor and coordinate activities of visitors, leases, transit aircraft operators, pilots, maintenance and other flight line personnel to ensure safety and efficiency of flight operations as well as the public use of the airport.
- Ensure that the driver of all vehicles operating on the airport, inside the interior security fencing, have completed the approved Drivers Training program (when established) and have paid for (when established) and display a flight line access decal/pass.
- Conduct yearly security reviews/assessments of the airport to include perimeter fencing, vehicle access points, aids to navigation systems and city owned structures and equipment, all in concert with the Police Department, and any other applicable law enforcement agencies, such as the FBI and Department of Homeland Security. Assist the Police Department and any other applicable law enforcement agencies, such as the FBI and Department of Homeland Security during emergency response drills/exercises, or any other drills/exercises as may be needed.
- In concert with the City Fire Department, conduct yearly fire prevention and safety inspections of the airport and all of its facilities. Assist in reviewing fire/emergency response planning/plans for airport. Assist the Fire Chief during airport fire/emergency training drills/exercises as many may be needed.
- Other consistent responsibilities as may be assigned by the City Manager.

PHYSICAL MAINTENANCE RESPONSIBILITIES

The Airport Coordinator shall oversee a continuing and detailed program of cyclical preventative maintenance and minor repair activities which will ensure that the airport facilities are at all times in a good and serviceable condition for use in the way they were designed to be used and the FBO maintenance responsibilities are being met by:

- Periodically check all structures owned and operated by the city for deterioration and functionality. Needs for major repairs (where labor hours will exceed two hours per occurrence) shall be brought to the attention of the Public Work Director.
- Routinely inspect runways, taxiways, aprons and other common use paved area for compliance with operational and maintenance standards and FAA grant assurance requirements for pavement maintenance. The Public Works Director shall be notified of any deficiencies. Sweeping operations will be overseen as necessary by the Airport Coordinator to keep paved areas clean of dust and debris. Crack filling and sealing will be undertaken as necessary by the City Street Division to prevent progressive deterioration of the pavement.
- Ensure that the use of the runways, taxiways and aprons are limited to aircraft operations which will preclude overstressing the pavement.
- Ensure that turf areas along the runway, taxiway, parking aprons and access road shall be preserved through clearing, seeding, fertilizing and mowing as can be maintained with commonly used mowing equipment. The City Street Division may provide labor and equipment to clear and maintain deeply recessed or steeply sloped banks and perimeter areas of the airport property as necessary.
- Contract shall regularly check approaches to prevent obstructions in the aerial approaches to the airport according to FAA Regional Air Traffic, Airspace and Procedures Branch FAR Part 77 guidelines.

The City and Public Works Director be notified of any known deficiencies.

Benson Arizona Founded in 1880
Gateway to the San Pedro Valley

	Participation if Boycott of Israel		State of Arizona State Procurement Office 100 N.15th Ave., Suite 201 Phoenix, AZ 85007
	Solicitation No.: 2016 - ASC	PAGE 1 OF 1	
	Description: Airport Services Coord		

All materials submitted as part of a response to a solicitation are subject to Arizona public records law and will be disclosed if there is an appropriate public records request at the time of or after the award of the contract. Recently legislation has been enacted to prohibit the state from contracting with companies currently engaged in a boycott of Israel. To ensure compliance with A.R.S. §35-393.01, this form must be completed and returned with the response to the solicitation and any supporting information to assist the State in making its determination of compliance.

As defined by A.R.S. §35-393.01:

1. "Boycott" means engaging in a refusal to deal, terminating business activities or performing other actions that are intended to limit commercial relations with Israel or with persons or entities doing business in Israel or in territories controlled by Israel, if those actions are taken either:
   (a) In compliance with or adherence to calls for a boycott of Israel other than those boycotts to which 50 United States Code section 4607(c) applies.
   (b) In a manner that discriminates on the basis of nationality, national origin or religion and that is not based on a valid business reason.
2. "Company" means a sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, limited liability company or other entity or business association, and includes a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate.
3. "Direct holdings" means all publicly traded securities of a company that are held directly by the state treasurer or a retirement system in an actively managed account or fund in which the retirement system owns all shares or interests.
4. "Indirect holdings" means all securities of a company that are held in an account or fund, including a mutual fund, that is managed by one or more persons who are not employed by the state treasurer or a retirement system, if the state treasurer or retirement system owns shares or interests either:
   (a) together with other investors that are not subject to this section.
   (b) that are held in an index fund.
5. "Public entity" means this State, a political subdivision of this STATE or an agency, board, commission or department of this state or a political subdivision of this state.
6. "Public fund" means the state treasurer or a retirement system.
7. "Restricted companies" means companies that boycott Israel.
8. "Retirement system" means a retirement plan or system that is established by or pursuant to title 38.

All offerors must select one of the following:

X My company **does not** participate in, and agrees not to participate in during the term of the contract a boycott of Israel in accordance with A.R.S. §35-393.01. I understand that my entire response will become public record in accordance with A.A.C. R2-7-C317.

_____ My company **does** participate in a boycott of Israel as defined by A.R.S. §35-393.01. :

By submitting this response, proposer agrees to indemnify and hold the State, its agents and employees, harmless from any claims or causes of action relating to the State's action based upon reliance on the above representations, including the payment of all costs and attorney fees incurred by the State in defending such an action.

DAVID THOMPSON
Company Name

237 E LA CUESTA DR.
Address

BENSON AZ 85602
City State Zip

Signature of Person Authorized to Sign

DAVID THOMPSON
Printed Name

OWNER
Title