



BOARD OF SUPERVISORS AGENDA ITEM REPORT AWARDS / CONTRACTS / GRANTS

☐ Award ☒ Contract ☐ Grant

Requested Board Meeting Date: 9-20-2022

* = Mandatory, information must be provided

or Procurement Director Award: ☐

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

Metropolitan Tucson Convention and Visitors Bureau, dba Visit Tucson

***Project Title/Description:**

Pima County CSLFRF Funds to Restore Tourism

***Purpose:**

Subrecipient is the destination marketing organization for County, with primary responsibility to attract tourists, conventions and business travel to the County through multi-media efforts. Amendment 1 is to exercise the extension option of an additional year and increase the funding for marketing programs into 2023.

***Procurement Method:**

This Subrecipient Agreement is a non-Procurement contract and not subject to Procurement rules.

***Program Goals/Predicted Outcomes:**

Primary work of Subrecipient will be to help County recover from the negative economic impacts of the ongoing pandemic through marketing, promotion and advertisement of Pima County and Southern Arizona as a desirable travel destination.

***Public Benefit:**

As County's destination marketing organization, Subrecipient is positioned to actively market, promote and advertise the area's unique, desirable and safe tourism opportunities, helping to attract tourists back to the region, restoring important economic driver for the region.

***Metrics Available to Measure Performance:**

Subrecipient shall cooperate with County in providing information and data as needed on a monthly basis, which is necessary for County to develop and submit mandatory reports regarding the uses and impacts of CSLFRF funds.

***Retroactive:**

Yes. The term of this agreement is retroactive to July 1, 2022 to cover continued services provided by the Subrecipient. Contractor continued to promote and provide services while this amendment was negotiated. To deny retroactive terms would disrupt marketing efforts of the Contractor and negatively impact services to the region.

GMT approved
Res 9/2/22
TO: COB 9-7-2022 (1)
Vers.: 4
pgs.: 10

SEP06'22 PM0416 PD

THE APPLICABLE SECTION(S) BELOW MUST BE COMPLETED

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

Contract / Award Information

Document Type: _____ Department Code: _____ Contract Number (i.e., 15-123): _____
 Commencement Date: _____ Termination Date: _____ Prior Contract Number (Synergen/CMS): _____
☐ Expense Amount \$ _____ * ☐ Revenue Amount: \$ _____

***Funding Source(s) required:** _____

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

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

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

Were insurance or indemnity clauses modified? ☐ Yes ☐ No

If Yes, attach Risk's approval.

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

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

Amendment / Revised Award Information

Document Type: CT Department Code: ED Contract Number (i.e., 15-123): 22*232
 Amendment No.: 1 AMS Version No.: 4
 Commencement Date: 7-1-2022 ~~4-1-2022~~ New Termination Date: 6-30-2023
 Prior Contract No. (Synergen/CMS): _____

☒ Expense ☐ Revenue ☒ Increase ☐ Decrease

Amount This Amendment: \$ 1,250,000.00

Is there revenue included? ☐ Yes ☒ No If Yes \$ _____

***Funding Source(s) required:** CSLFRF Funds to Pima County

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

Grant/Amendment Information (for grants acceptance and awards)

☐ Award ☐ Amendment

Document Type: _____ Department Code: _____ Grant Number (i.e., 15-123): _____
 Commencement Date: _____ Termination Date: _____ Amendment Number: _____
☐ Match Amount: \$ _____ ☐ Revenue Amount: \$ _____

***All Funding Source(s) required:** _____

***Match funding from General Fund?** ☐ Yes ☐ No If Yes \$ _____ % _____

***Match funding from other sources?** ☐ Yes ☐ No If Yes \$ _____ % _____

***Funding Source:** _____

***If Federal funds are received, is funding coming directly from the Federal government or passed through other organization(s)?**

Contact: Diane Frisch

Department: Attractions & Tourism

Telephone: 520.724.7355

Department Director Signature: _____

Date: _____

Deputy County Administrator Signature: _____

Date: _____

County Administrator Signature: _____

Date: _____

Pima County Department of Attractions and Tourism**Project: Pima County CSLFRF Funds to Restore Tourism****Subrecipient: Metropolitan Tucson Convention and Visitors Bureau, dba Visit Tucson****Contract No.: CT-ED-22*232****Contract Amendment No: One (01)**

Orig. Contract Term: 01/01/2022-06/30/2022	Orig. Amount:	\$750,000.00
Termination Date Prior Amendment: N/A	Prior Amendment Amount:	\$0.00
Termination Date This Amendment: 06/30/2023	This Amendment Amount:	\$1,250,000.00
	Revised Total Amount:	\$2,000,000.00

SAM UEI: NTV4QXJYBYL6		Expiration Date: July 26, 2023		
Research or Development:		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
Federal Contract No.: N/A				
Required Match:		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
Match Amount: N/A				
Indirect Cost Rate:		<input type="checkbox"/> Federal	<input type="checkbox"/> NICRA	<input type="checkbox"/> de minimis <input checked="" type="checkbox"/> None
Status of Agency:		<input checked="" type="checkbox"/> Subrecipient <input type="checkbox"/> Contractor		
CFDA	Program Description	National Funding	Pima County Award	FAIN
21.027	American Rescue Plan Act, Coronavirus State & Local Fiscal Recovery Funds (CSLFRF)	\$350,000,000,000	03/2021 – 12/2024 \$203,421,668.00	SLFRP0180

**FEDERAL FINANCIAL ASSISTANCE SUBAWARD
AMENDMENT ONE****1. Background and Purpose.**

- 1.1. **Background.** On February 1, 2022, Pima County ("County"), and Metropolitan Tucson Convention and Visitors Bureau, dba Visit Tucson ("Subrecipient"), entered into the above-referenced Agreement ("Agreement") to provide aid to the tourism industry responding to the negative economic impacts of the COVID-19 public health emergency. On August 10, 2021, County's Board of Supervisors approved a plan to allocate a portion of its CSLFRF funds to invest in supporting activities and programs to support the County's important tourism, travel and hospitality industries. On

December 21, 2021, the County's Board of Supervisor's approved the *Revised American Rescue Plan Act, Coronavirus Local Fiscal Recovery Funds (ARPA CLFRF) Spending Plan/Budget* which includes an allocation of \$2,000,000.00 for Metropolitan Tucson Convention and Visitors Bureau, dba Visit Tucson to actively market, promote and advertise the area's unique, desirable and safe tourism opportunities, helping to attract tourists back to the region and restoring an important economic driver for the region.

- 1.2. **Purpose.** The parties want to exercise the extension option under Section 2.2 of the fully executed Agreement (02/01/2022) for one (1) additional year and increase Subrecipient's funding for marketing costs of attracting tourists, conventions and business travel to the County through multi-media efforts.
2. **Term.** County is exercising the option to amend the Contract to extend the term to commence on July 1, 2022 and terminate on June 30, 2023. County required additional time to complete final reconciling through August 2022 before proceeding with renewing this Agreement. Visit Tucson has continued to provide the contracted services as if this Agreement was still in place. County has been working with Visit Tucson to determine the new Scope in Services. Due to the foregoing delaying the execution of this amendment, the parties will, for all purposes, deem the amendment to have been in effect as of the commencement date.
3. **Scope of Services.** The Exhibit A (3 pages) of the fully executed Agreement (02/01/2022) is deleted in its entirety and replaced with **Exhibit A-1** (4 pages) of this Amendment.
4. **Compensation and Payment.**
 - 4.1. The NTE Amount in Section 5.1 of the fully executed Agreement (02/01/2022) is increased from **\$750,000** to **\$2,000,000.00**. County's total payments to Contractor under this Contract, including any sales taxes, will not exceed \$2,000,000.00.
5. **Forced Labor of Ethnic Uyghurs.** Pursuant to A.R.S. § 35-394, if Subrecipient engages in for-profit activity and has 10 or more employees, Subrecipient certifies it is not currently using, and agrees for the duration of this Agreement 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 Subrecipient becomes aware during the term of the Agreement that the Company is not in compliance with A.R.S. § 35-394, Subrecipient must notify the County within five business days and provide a written certification to County regarding compliance within one hundred eighty days.
6. **Counterparts.** This Amendment No. 01 may be executed in any number of counterparts, each counterpart is considered an original, and together the counterparts constitute one and the same instrument.

All other provisions of the Agreement not specifically changed by this Amendment remain in effect and are binding upon the parties.

SIGNATURE PAGE TO FOLLOW

PIMA COUNTY

Chair, Board of Supervisors


Date

ATTEST

Clerk of the Board

Date

APPROVED AS TO FORM

 8/26/2022

Deputy County Attorney

Kyle Johnson

Print DCA Name

SUBRECIPIENT



Authorized Officer Signature

J. Felipe Garcia President + CEO

Printed Name and Title

8/26/2022

Date

APPROVED AS TO CONTENT

Diane Frisch

Department Head

8/26/22

Date

Exhibit A-1 (4 pages)
Scope of Services

- 1) **Purpose:** Tourism is the leading export industry for Southern Arizona. As a result of the COVID-19 pandemic crisis, Southern Arizona and Pima County have experienced large reductions in tourism-related spending, impacting all areas of our economy. With the tourism industry "shut down" for large portions of 2020, major tourist attractions, convention activity, large-scale festivals and celebrations were all canceled or substantially scaled back, resulting in a reduction of travel, tourism and hospitality spending in the County which continues today and has not regained the record spending levels the travel, tourism and hospitality sector experienced in 2019. As County's destination marketing organization, Subrecipient is positioned to actively market, promote and advertise the area's unique, desirable and safe tourism opportunities, helping to attract tourists back to the region, thereby restoring an important economic driver for the region.
- 2) **Program Services:** The primary work of Subrecipient will be to help County recover from the negative economic impacts of the ongoing pandemic through marketing, promotion and advertisement of Pima County and Southern Arizona as a desirable travel destination. Specifically, Subrecipient shall:
 - a) **Digital Platforms:**
 - i) Create and place digital campaigns in selected travel, tourism, leisure and meetings media platforms mutually agreed upon by the Parties, including without limitation, AAA, Conde Nast travel publications, TripAdvisor and others, to generate travel interest in Southern Arizona and Pima County and to return visitors to the area. Campaigns should include, without limitation, sponsored content, sponsored email blasts, paid search, paid social, programmatic display and native advertising, and display advertisements. Campaign themes should emphasize, but not be limited to, area attractions, major events, mild climates, Wide Open Spaces, gastronomy, outdoor adventure recreation, dining, and lodging deals. \$300,000 dollars should be dedicated to Pima County Leased Properties who will place creative and digital campaigns and provide data to Visit Tucson on completion of campaigns. Dates of placement will vary by platform but will be timed to maximize attention during the region's peak months for travel and tourism.
 - ii) Communicate Southern Arizona and Pima County adoption of Centers for Disease Control and Prevention's public health safety protocols to build confidence in the return of tourism to Pima County by providing links to applicable Health Department resources.
 - b) **Public Relations:**
 - i) Procure a Public Relations firm ("Firm"), to be mutually agreed upon, with expertise to promote Tucson's travel attributes to/in national travel publications, newspapers, and meetings and travel trade publications.
 - ii) The retention period for the Firm's services shall be October 1, 2022

through May 2023, to maximize travel and tourism during the region's historic peak tourism season.

- iii) Campaigns developed by the Firm should emphasize the region's "Best of" designations (including, without limitation, the Loop), noted food designations, wide open spaces, outdoor adventure and recreation opportunities, major events, sporting competitions and events other top travel attributes of the region, and the region's implementation of public health safety protocols to build renewed confidence in tourism.
 - iv) Produce a 2022 Tucson Official Travel Guide with partial funding from this Agreement in the amount of \$32,240 for printing. The Guide will include six (6) 1/2 pages of advertising for Pima County Leased Properties. County will provide creative content for each ad on behalf of the Leased Properties and submit artwork to Visit Tucson by October 14.
- c) Meetings Media:
- i) Develop and place print advertising promotional campaigns about Tucson and Southern Arizona targeting corporate and incentive meeting planners. Scope of campaigns should be national, with inclusion in e-newsletters and advertorial copy, which may include versions of the Arizona and destination sections to be published during the term of this agreement. Campaigns should emphasize, among other things, wide open spaces, safety protocols and locations that encourage safe travel and meetings.
- d) Visitor Center:
- i) Develop and produce tourist supplies used in the Southern Arizona Heritage & Visitor Center as requested by visitors including, but not limited to, area maps, printed rack cards, tourism subscriptions to journals, magazines and other visitor materials. Funding for volunteer shirts, recognition materials and appreciation events as determined by Pima County staff and Visit Tucson volunteer coordinator. Funding for materials and volunteers will not exceed \$25,000, and will be approved by Pima County Attractions & Tourism and Visit Tucson prior to production throughout the term of the contract.
- e) Sports Promotion:
- i) Funding in the amount of \$100,000 is authorized to support new sporting competitions or expanding existing sporting competitions to be held in Pima County. Funding amounts for each event will include a paid marketing spend in sponsor's home market, encouraging fans to attend the event in Pima County (if applicable), and a minimum number of lodging nights in the market will be recommended by Subrecipient and for approval by County.
- f) Direct Canadian Flight Promotions:
- i) Flair Airline promotions including at least 2 Pima County receptions to be held at the Pima County Courthouse and Southern Arizona Visitors Center

for incoming Canadian visitors to encourage travel to the market and promote area events and festivals. Subrecipient must obtain County approval for planned reception and promotion activities and total spending must not exceed \$25,000 dollars.

g) Film Promotion:

- i) Subrecipient will use funding in the amount of \$100,000 to promote and support professional film and commercial projects in Pima County which may include required number of lodging nights in the market. Subrecipient must obtain County approval for proposed activities and expenditures and total expenditures for each project must not exceed \$50,000.

h) Community Event Funding:

- i) Subrecipient will make up to \$125,000 in expenditures to support new or expanded festivals and events, with prior County approval for each event.
- ii) Subrecipient will expend \$25,000 to support Desert Nights Downtown Lights, which encourages both restaurant and retail shopping over a five-week period and provides activities and events in Downtown Tucson.

3) Year Two Budget:

Budget Line Item	Amount
Leisure Digital Media	
Sojern Inc. (Attractions Campaigns)	\$ 300,000.00
Adara	\$ 150,000.00
Expedia	\$ 150,000.00
Spotify	\$ 50,000.00
IBM - Weather Channel	\$ 50,000.00
SUBTOTAL	\$ 700,000.00
Public Relations/Communications	
Sports, Flair Airlines, Film	\$ 225,000.00
Community Events	\$ 150,000.00
Tucson Office Travel Guide Printing	\$ 32,240.00
Pima County Attractions - six (6) 1/2 pages	\$ 28,560.00
Visitor Center Materials	\$ 25,000.00
Bread & Butter	\$ 48,000.00
SUBTOTAL	\$ 508,800.00
Meetings Advertising	
Bright Business Media, LLC - Smart Meeting - Dec '22	\$ 6,500.00
Bright Business Media, LLC - Smart Meeting - Apr '23	\$ 6,500.00

Worth International Media - Prevue – Jan/Feb '23	\$ 6,100.00
Worth International Media - Prevue – Mar/Apr '23	\$ 6,100.00
Northstar Travel Group – Meetings & Conventions – Nov/Dec '22	\$ 8,000.00
Northstar Travel Group – Meetings & Conventions – Mar/Apr '23	\$ 8,000.00
SUBTOTAL	\$ 41,200.00
GRAND TOTAL	\$ 1,250,000.00

4) Deliverables:

- a) Subrecipient will submit documentation of all expenses incurred to provide services, as outlined in scope of services above, including invoice detail provided on Payment and Reimbursement in **Exhibit D** of fully executed Agreement (02/01/2022).
- b) Exhibit E (1 page) of the fully executed Agreement (02/01/2022) is deleted in its entirety and replaced with **Exhibit E-1** (2 pages) of this Amendment. Subrecipient must provide reporting and documentation of activities as required in **Exhibit E-1**, within the time frame set forth in **Exhibit E-1**, including reports showing campaign impressions and visitation by market.
- c) Subrecipient will provide a written project recap report by July 4, 2023, to include discussion of expected versus actual project outcomes and an analysis of strengths, weaknesses and target areas for improvement. This report must be submitted as a written summary in Word or PDF format to Attractions & Tourism Director, Diane Frisch at Diane.Frisch@pima.gov.

END OF EXHIBIT A-1

EXHIBIT E-1 (2 pages) **Reporting**

Subrecipient shall submit all documents, reports and performance data in accordance with the provisions contained in this Exhibit E-1.

Management and Reporting

1. Subrecipient shall cooperate with County in providing information and data as needed on a monthly basis, which is necessary for County to develop and submit mandatory reports regarding the uses and impacts of CSLFRF funds. Reporting will be emailed to County at the following email address, clearly identifying in the subject line as Data Report from Visit Tucson: GMI_reports@pima.gov.
2. Email reports should be submitted on a **quarterly** basis. Quarterly reports will be submitted to GMI_reports@pima.gov by October 10, 2022; January 10, 2023; April 10, 2023, and June 30, 2023.

Quarterly reports will including the following information:

Media Campaign Tracking and Reporting

Subrecipient will develop and execute media campaigns through multiple electronic platforms to enhance Pima County's exposure to national and international travelers as a desired business and leisure destination.

Industry-accepted media metrics will include the following:

- Number, type, and placement of each campaign by media venue.
- Campaign engagement metrics:
 - Number of ad views/impressions, by platform;
 - Number of campaign clicks; and
 - Click-through rate.
- Users to Visit Tucson's website.
- Public relations "earned media" value.
- Traffic driven to custom meetings landing page over timeframe of campaign.

Revenues generated as a result of the aforementioned campaigns will also be tracked and reported quarterly, to include:

- Incremental bookings and revenues, tracked by *Adara Impact*; and
- Bookings generated by specific websites and placements.

Tourism Growth Tracking and Reporting

Subrecipient has committed to tourism growth in three specific areas: meetings business, sports business, and film/television business.

Tourism reporting will include:

- Number of meetings serviced and meetings economic impact;

- Number and types of sporting competitions supported, attendance at events, and sports events economic impact; and
- Film/television projects booked and economic impact of those projects.

Reporting Narratives, Industry Accepted Data, and Annual Reports

Quarterly, Subrecipient will submit program narratives specifically pertaining to:

- Highlighting one or more events or activities held during the quarter that demonstrated its commitment to equity, accessibility, and inclusion, as detailed in strategic plan / annual report;
- A brief narrative describing their progress in executing the scope of work, including achievements and any mid-course changes the contractor has made to reach their stated objectives
- Annual Report / Strategic Plan for 2022 - 2023

Visit Tucson may be asked to contribute (annually, by June 15th) to reporting with relevant data (2019 through current available year) it routinely collects and/or with information that contextualizes the data and trends associated with industry-accepted annual metrics.

Additional collaborative data coordination between the County Departments and Subrecipient may include, but is not limited to:

- | | |
|---------------------------------------|----------------------------------|
| • Total Overnight Visitation; | • Tax revenue (local and state); |
| • International Overnight Visitation; | • Tax revenue per household; |
| • Visitor Spending; | • Earnings; and |
| • Travel industry jobs/employment; | • Return on Investment. |

The County and Subrecipient will finalize reporting metrics within 30 days of this contract's full execution. County and Subrecipient can mutually agree to modify reporting metrics and reporting schedules as deemed appropriate by both parties.

END OF EXHIBIT E-1