



**BOARD OF SUPERVISORS AGENDA ITEM REPORT**  
**CONTRACTS / AWARDS / GRANTS**

Requested Board Meeting Date: January 17, 2017

or Procurement Director Award ☐

**Contractor/Vendor Name (DBA):** Metropolitan Tucson Convention and Visitors Bureau dba Visit Tucson

**Project Title/Description:**

Major League Soccer (MLS) Pre-Season Training Camp and Desert Diamond Cup exhibition matches in Tucson, AZ beginning in late January 2017.

**Purpose:**

MLS Teams will be in Tucson to train at Kino Sports Complex, (MLS PTC), and provide exhibition games open to the public. MLS Teams have held their pre-season training for the past three years at Kino Sports Complex with the principal supporting agencies of Visit Tucson and Pima County. In 2017 a minimum of five (5) MLS teams will be in town for twelve (12) days or more, January - March, staying in County-wide hotels and bringing in new revenue to our stadium district, hotels, restaurants as well as other goods and services which will be purchased. The MLS Soccer training for 2017 will be in partnership with the City of Tucson and MLS. The City of Tucson will provide additional funding for those MLS teams that are staying in hotels within the Tucson City Limits. The City of Tucson has agreed to also provide a maximum of Seventy-Five Thousand Dollars (\$75,000) to those teams staying in City Hotels. Visit Tucson has agreed to provide up to Eighty Five Thousand Dollars (\$85,000) to assist and market MLS teams. Pima County funds will only go to teams staying in hotels located in unincorporated Pima County and which have marketed their pre-season visit to Pima County within their respective fan base and community. The Pima County Outside Agency Committee (see attached letter) has recommended that the funding amount should not exceed One Hundred Thirty Thousand Dollars (\$130,000) based on this criteria. It is however anticipated that in 2017, not more than One Hundred and Five Thousand Dollars (\$105,000) will be requested by Visit Tucson. The Pima County Attractions and Tourism Department, is recommending this program and the funding amount.

**Procurement Method:**

Direct Select

**Program Goals/Predicted Outcomes:**

Multiple MLS Soccer teams will be training in Pima County at the Kino Sports Complex generating incremental room nights in County hotels while bringing in tourists from out of town. We are anticipating more than five (5) teams from major cold weather cities (i.e. Portland, Seattle, New York and others) generating over four thousand (4,000) incremental room nights, plus additional room nights from new visitors to Tucson to see the exhibition games.

**Public Benefit:**

Pima County Stadium District will receive increased revenues from FC Tucson, LLC. Pima County Unincorporated Hotels will receive new revenue from teams and visitors thereby increasing bed tax collections to Pima County. New tourists will come to Pima County to see professional soccer games at Kino Sports Complex allowing Visit Tucson to spend incremental dollars marketing Tucson.

**Metrics Available to Measure Performance:**

Direct Spending reports will be generated by Visit Tucson calculating a Return on Investment ("ROI") to Pima County.

**Retroactive:**

NO

To: CoB. 1-10-17 (4)  
Ver. - 1  
pgs. 10  
Addendum

Procure Dept 01/10/17 08:59

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**Original Information**

Document Type: CT Department Code: ED Contract Number (i.e., 15-123): 17\*189  
Effective Date: 1-17-2017 Termination Date: 3-31-2019 Prior Contract Number (Synergen/CMS): \_\_\_\_\_  
☒ Expense Amount: \$ Not to exceed \$130,000 ☐ Revenue Amount: \$ \_\_\_\_\_  
Funding Source(s): Board Contingency

Cost to Pima County General Fund: Not to exceed \$130,000; Estimated cost for Fy 2017 is \$105,000

Contract is fully or partially funded with Federal Funds? ☐ Yes ☒ No ☐ Not Applicable to Grant Awards  
Were insurance or indemnity clauses modified? ☐ Yes ☒ No ☐ Not Applicable to Grant Awards  
Vendor is using a Social Security Number? ☐ Yes ☒ No ☐ Not Applicable to Grant Awards

If Yes, attach the required form per Administrative Procedure 22-73.

**Amendment Information**

Document Type: \_\_\_\_\_ Department Code: \_\_\_\_\_ Contract Number (i.e., 15-123): \_\_\_\_\_  
Amendment No.: \_\_\_\_\_ AMS Version No.: \_\_\_\_\_  
Effective Date: \_\_\_\_\_ New Termination Date: \_\_\_\_\_  
☐ Expense ☐ Revenue ☐ Increase ☐ Decrease Amount This Amendment: \$ \_\_\_\_\_  
Funding Source(s): \_\_\_\_\_

Cost to Pima County General Fund: \_\_\_\_\_

Contact: Tom Moulton

Department: Attractions and Tourism

Telephone: 520-724-7355

Department Director Signature/Date: [Signature] 1/9/17

Deputy County Administrator Signature/Date: [Signature] 1/9/2017

County Administrator Signature/Date:

(Required for Board Agenda/Addendum Items)

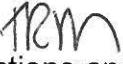
[Signature] 1/9/17



## MEMORANDUM

TO: C.H. Huckelberry  
County Administrator

Jan Leshner  
Deputy County Administrator

FROM: Tom Moulton   
Director, Attractions and Tourism

DATE: January 9, 2017

RE: Major League Soccer Pre-Season Agreement

### Overview

On November 22, 2017, the Pima County Board of Supervisors passed a new funding agreement to FC Tucson and Visit Tucson for MLS Pre-Season training, friendly exhibition games open to the public and the Desert Diamond Cup. This was a new agreement following the conclusion of a previous three-year agreement that terminated after the 2016 season. The new agreement authorized funding from Pima County for up to \$130,000 for each year for 2017-2019 with a minimum of five teams to participate. Based on a 12-day stay and marketing within their region, each team could earn up to \$20,000. For the past three years Pima County has funded this program exclusively as long as the team staying in hotels located within unincorporated Pima County.

The new agreement brought in additional funding from the City of Tucson and Visit Tucson. The new agreement was subject to the City of Tucson and MLS agreeing to the terms. Prior to the November 22 board meeting, all entities agreed to the terms in the draft agreement. The contract was passed by the BOS and sent over to the City of Tucson for ratification. After another review, the city asked for some changes. Subsequently the agreeing partners, Pima County, FC Tucson and Visit Tucson negotiated some new terms not significantly different from the original. Nevertheless, since the original agreement was never ratified, a new agreement was drafted and will need to be approved by all parties in January 2017. The terms for Pima County not to exceed \$130,000 should remain as the Pima County Outside Agency Committee has recommended, however we do not anticipate spending more than \$105,000 FY 2017.

**New MLS Agreement**

Modifications within the new agreement are:

1. The agreement's original three year term remains, but added language making the agreement renewable year to year.
2. New cap of \$75,000 for the City of Tucson; New cap for Visit Tucson is \$85,000 vs. \$50,000. The \$35,000 difference comes from the COT's marketing fund.
3. Marketing levels by MLS team must equal at least the funding each team is receiving.



**PIMA COUNTY**  
**COMMUNITY DEVELOPMENT**

Meeting minutes

Date: October 28, 2016

To: Mr. Chuck Huckelberry, County Administrator  
Ms. Jan Leshner, Deputy County Administrator Community and Health Services

From: Jeannine Mortimer, Outside Agency Advisory Committee Chair  
Outside Agency Advisory Committee

Re: Recommendation for Special Funding Consideration  
Major League Soccer

The Outside Agency Community Advisory Committee (the Committee) is charged with recommending funding allocations for many community agencies seeking financial support from Pima County. The Committee is also tasked with reviewing special requests for funding that are made known to the County Administrator throughout the year, out of cycle with the Outside Agency process.

Mr. Tom Moulton, Director of Economic Development and Tourism, addressed the Committee at a regularly scheduled meeting on October 17, 2016 for the purposes of recommending funding for Pima County's sponsorship of Major League Soccer Pre-Season in Tucson utilizing County Contingency Funds for this purpose.

During the past five years the Pima County Stadium District has hosted Major League Soccer (MLS) for their preseason activities. FC Soccer, a local professional soccer team along with Visit Tucson, Pima County's official tourism promotion agency, and Pima County has coordinated all of the operations and marketing functions. Through a three-year contract with both entities, Pima County has participated in providing a financial incentive for more teams to participate through marketing sponsorship dollars to promote the games the soccer teams play while in Tucson. While the sponsorship contract mentioned above is a three-year agreement, each year's funding must be approved by the Board of Supervisors. The MLS season in Tucson provides well over \$1 million dollars in direct spending back to the community.

The Committee unanimously recommends the Board of Supervisors sponsorship of up to \$130,000 with MLS for the Preseason agreement.

c: Members, Outside Agency Advisory Committee  
Mr. Tom Moulton, Director for Economic Development and Tourism ✓  
Ms. Margaret Kish, Director for Community Development  
Ms. Ana Durazo, Outside Agency Program Coordinator

Pima County Community Development and Neighborhood Conservation

Kino Service Center

2797 East Ajo Way, 3rd floor, Tucson, Arizona 85713 • Phone: 520-724-3777 • Fax: 520-724-6796



## Hospitality and Promotional Agreement

THIS HOSPITALITY AND PROMOTIONAL AGREEMENT ("Agreement") is made by and entered into this 17<sup>th</sup> day of January, 2017 among Metropolitan Tucson Convention and Visitor Bureau, an Arizona non-profit organization, d/b/a Visit Tucson ("MTCVB"), F.C. Tucson Events, LLC, an Arizona limited liability company, ("FC Tucson"), Major League Soccer, LLC ("MLS"), City of Tucson, an Arizona municipal corporation ("City"), Pima County, a body politic and corporate of the State of Arizona ("County"), and the Pima County Stadium District, an Arizona special taxing district ("District").

### WITNESSETH

A. FC Tucson, a promoter and organizer of professional soccer events, has been working with MLS since 2011 developing and marketing a MLS Preseason Training Camp ("MLS PTC") and Desert Diamond Cup ("Desert Cup") exhibition matches in Tucson, Arizona held in various locations in conjunction with District within the Kino Veterans Memorial Sports Complex ("Complex").

B. MTCVB, under the trade name "Visit Tucson," assists individuals and organizations wishing to visit or to promote leisure and business trips to Tucson, Arizona by recommending and/or securing hotel or resort facility accommodations rooms for such individuals and organizations during such leisure and business trips.

C. MLS is a men's professional soccer league representing the highest level of the sport in both the United States and Canada, with headquarters in New York City. MLS is a single entity wherein MLS investors own and control each team.

D. District owns and operates the Complex in Tucson, Arizona, which has been the site for the MLS PTC. Pursuant to that certain License Agreement between County and FC Tucson dated September 27, 2011 as amended and extended by that certain Contract Amendment dated March 4, 2012 (the "County-FCT Contract"), and CTN-KSC-16-030, the District has leased the Grandstand located within the Complex to FC Tucson (collectively the "Kino Facilities") for use by MLS teams for MLS PTC events and for the Desert Cup events.

E. FC Tucson and MTCVB have entered into separate contracts since July 2, 2013, where MTCVB paid a \$50,000 sponsorship fee to FC Tucson or MLS clubs participating in MLS PTC in return for sponsorship benefits related to the 2014-2016 MLS PTC.

F. FC Tucson, MLS, County and MTCVB entered into the initial Hospitality and Promotional Agreement on November 13, 2013 with a term from March 31, 2014 to March 31, 2016. These parties would like to enter into a new agreement effective through March 31, 2019 and to add City into the new Agreement.

NOW THEREFORE, in consideration of the mutual promises and obligations set forth herein, and other good and valuable consideration, the receipt and sufficiency of which the parties hereby acknowledge the parties hereto agree as follows:

**1. TERM AND EXTENSION/RENEWAL/CHANGES.** This Agreement commences on the Effective Date as stated above and is renewable by the parties each year until the agreement terminates on March 31, 2019, unless sooner terminated or further extended pursuant to the provisions of this Agreement. This agreement will automatically renew, without any further action by any party, unless termination for 2018 occurs prior to August 1, 2017 or termination for 2019 occurs prior to August 1, 2018. The parties may renew this Agreement for up to two (2) additional one-year periods or any portion thereof.

Any modification or extension of the termination date will be by formal written amendment executed by the parties hereto.

Amendments to the Agreement must be approved by all parties before any work or deliveries under the Amendment commences.

**2. FC TUCSON OBLIGATIONS.** FC Tucson will continue to work with MLS to bring a MLS PTC to Kino Sports Complex in Tucson, Arizona in January, February or March of each year from 2017 through 2019, with dates to be determined annually upon written mutual agreement between MLS, FC Tucson and District, which includes: (a) multiple MLS soccer teams training for the MLS regular season ("MLS PTC"); and (b) competition among five (5) or more MLS soccer teams (the "MLS Teams"), which participate annually in exhibition matches over the course of two weeks or more at Kino Sports Complex that includes match tickets and concessions being sold to the public.

FC Tucson will employ best efforts to secure a professional soccer team(s) from Mexico (the "Mexico Club") to train and compete in the Desert Cup.

FC Tucson is solely responsible annually for negotiating with MLS Teams regarding their appearances at MLS PTC based on the criteria listed in this Agreement. FC Tucson with assistance from MTCVB and MLS teams participating in the MLS PTC will solicit hotel or resort accommodation package rates from the hotels and/or resorts which are located in either unincorporated Pima County or the City of Tucson, which remit bed-tax revenue to County or City, respectively, during the duration of the MLS Teams' stays in Tucson, Arizona.

FC Tucson and MTCVB will employ best efforts to develop and market travel packages for out-of-town fans of the MLS Teams and the Mexico Club, if any, participating in the 2017-2019 MLS PTC during the term of this Agreement.

FC Tucson will work with the MLS Teams participating in the MLS PTC to provide access to the Stadium District Facilities as necessary and appropriate for such participation by the MLS Teams.

FC Tucson will obtain and maintain such insurance coverage as required by the District in the County Contract and must name MTCVB, County, District, City and MLS as additional insureds thereunder for purposes of this Agreement. Each party to this Agreement is responsible for its own negligence.

**3. MLS OBLIGATIONS.** MLS will employ its best efforts to direct a minimum of five teams to participate in the 2017-2019 MLS PTC and not to exceed the level as determined by the District and FC Tucson agreement.

Each MLS Team will be responsible for booking at hotels or resorts which are located either in County or the City for the duration of the Team's stays in Tucson, Arizona.

MLS will cause all MLS Teams participating in the MLS PTC to provide MTCVB or FC Tucson no later than March 31 of each year during the term of this agreement with a hotel or resort master account bill regarding the team's stay in a hotel and/or resort that either is located the County or City ("Hotel Data") and such information regarding all other expenditures of the team ("Non-Hotel Data") regarding the team's participation in the MLS PTC. Each MLS Team may redact individual charges on the Hotel Data and the Non-Hotel Data showing only the total amount spent.

MLS will require each MLS Team participating in the 2017-2019 MLS PTC to engage in a marketing campaign to their home region and customer databases encouraging travel to Tucson, Arizona to visit Kino Sports Complex for those events during the term of the Agreement. MLS will also require all of those teams to provide to MTCVB and to FC Tucson no later than March 31 during the term of the Agreement a summary of those marketing activities, including how many people the marketing messages reached. Total value of advertising delivered by each MLS team must equal or exceed the payment each MLS team receives pursuant to this Agreement annually.

MLS will develop, with assistance from FC Tucson and MTCVB, a marketing plan for the promotion of the MLS PTC in appropriate MLS marketing channels as mutually agreed to by all parties mentioned herein. All appropriate advertising elements must include the phrase "held in Tucson, Arizona at the Kino Sports Complex," when possible and where applicable.

4. **MTCVB OBLIGATIONS.** MTCVB and/or FC Tucson will collect from MLS or each MLS Team participating in the MLS PTC, the Hotel and Non-Hotel Data and will insert that data into MTCVB's economic impact calculator to determine the economic impact of the MLS PTC each year during the term of this Agreement.

MTCVB will pay to MLS by May 31 of each year during the term of this Agreement the full amount due to the MLS Teams that participated in that year's MLS PTC. MTCVB will invest a minimum of Eighty-Five Thousand Dollars (\$85,000.00) annually in MLS PTC with MTCVB's funds being used to pay MLS teams that participate in the MLS PTC and to market the MLS PTC to soccer fans outside Southern Arizona.

MTCVB will seek reimbursement from County of up to, but not to exceed, One Hundred Thirty Thousand Dollars (\$130,000.00) annually during the term of this Agreement.

MTCVB will seek reimbursement from City of up to, but not to exceed, Seventy-Five Thousand Dollars (\$75,000) annually during the term of this agreement.

MTCVB will make payments to MLS Teams of up to, but not to exceed Eighty-Five Thousand Dollars (\$85,000) annually during the term of this agreement.

MLS Teams will be eligible to receive payments of up to Twenty Thousand Dollars (\$20,000.00) each for meeting both the lodging and marketing criteria listed below. The amount of County's and City's annual reimbursement to MTCVB will be based on the following criteria:

Lodging: MLS Teams must stay a minimum of twelve (12) nights in County or City to qualify for payments of up to Twenty Thousand Dollars (\$20,000.00) annually.



Teams that stay fewer than twelve (12) nights will be awarded up to One Thousand Six Hundred Sixty-seven Dollars (\$1,667.00) per night, provided that they deliver marketing value that equals or exceeds the payment the team receives pursuant to this Agreement, that year associated with Tucson's MLS PTC.

Marketing: To be eligible for participation payments, MLS Teams participating in MLS PTC must deliver in MLS PTC marketing value to their fans, including encouraging them to travel to metro Tucson for MLS PTC, between November and their teams' appearance in MLS PTC, likely in January and/or February of the following year. Total value of advertising delivered by each MLS team must equal or exceed the payment each MLS team receives pursuant to this Agreement annually.

MTCVB, in consultation with FC Tucson, County and/or City, reserves the right to issue partial or additional payments for teams that exceed or meet some, but not all, of the criteria listed in this section.

MTCVB will provide County and City with post-event MLS PTC reports by May 31 annually listing the lodging and marketing benefits received by each respective entity. The post-event report will include calculations outlining each entity's return on investment.

MTCVB will use its best efforts to promote the MLS PTC each year during the term of the Agreement via appropriate media outlets and to customers in MTCVB's database.

MTCVB will use its best efforts to aid FC Tucson, upon FC Tucson's request, with securing a professional soccer team from Mexico to participate in the MLS PTC.

**5. DISTRICT OBLIGATIONS.** District will abide by the County-FC Tucson contract which requires District, among other obligations, to allow the use of the Kino Facilities by FC Tucson as necessary for the use of the MLS Teams to participate in the MLS PTC throughout the term of this Agreement and to provide and maintain mutually-agreeable facilities for the MLS PTC.

**6. COUNTY OBLIGATIONS.** County will review the Hotel Data and the Non-Hotel Data supplied by MTCVB on or before May 31 of each year during the term of the Agreement to confirm the appropriate amount to be paid to MLS by MTCVB. Within thirty (30) days after the receipt of such Hotel Data and Non-Hotel Data, County will reimburse MTCVB for the entire amount paid by MTCVB to MLS pursuant to this Agreement, up to a maximum of One Hundred Thirty Thousand Dollars (\$130,000.00) that relates to only those teams that have stayed in resorts or hotels within unincorporated Pima County.

**7. CITY OBLIGATIONS.** City will review the Hotel Data and the Non-Hotel Data supplied by MTCVB on or before May 31 of each year during the term of the Agreement to confirm the appropriate amount to be paid to MLS by MTCVB. Within thirty (30) days after the receipt of such Hotel Data and Non-Hotel Data, City will reimburse MTCVB for the entire amount paid by MTCVB to MLS pursuant to this Agreement, up to a maximum of Seventy-Five Thousand Dollars (\$75,000.00) that relates to only those teams that have stayed in resorts or hotels within City limits.

**8. EVENT NON-OCCURRENCE.** If the MLS PTC Training fails to occur in Tucson, Arizona in January, February or March of any year during this Agreement, all remaining obligations of the parties hereunder are terminated.

**9. FORCE MAJEURE EVENT.** The term "Force Majeure Event" as used in this Agreement means acts of God, strikes, lockouts, or other industrial disturbances, casualty, ash clouds, damage, or destruction of the venue for the MLS PTC, acts of the public enemy, orders or enactment of any kind of the Government of the United States or of the State of Arizona or of any county or municipality in which the venue for the MLS PTC is situated or of any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, washouts, droughts, arrests, civil disturbances, explosions, partial or entire failure of utilities, shortages of labor, material, supplies or transportation, cancellation of the MLS PTC based upon a reasonable concern for the safety of the players and/or the spectators or other participants involved or any similar or different cause not reasonably within the control of the party claiming such inability.

If, by reason of one or more Force Majeure Event(s), the MLS PTC fails to occur in Tucson, Arizona during any calendar year during the term of this Agreement affecting any party to this Agreement, the party so affected must give written notice and full particulars of such Force Majeure Event in writing to the other parties within a reasonable time after occurrence of the event or cause relied on, including the estimated period of continuance thereof. Upon such Force Majeure Event, the obligations of FC Tucson, MTCVB and County, City and District hereunder, to the extent affected by such Force Majeure Event, will be suspended for all purposes of this Agreement and the Agreement will otherwise remain in full force and effect.

If the MLS PTC is cancelled due to one or more Force Majeure Event(s) that have occurred and/or are continuing, or, likewise if the MLS PTC is cancelled in any calendar year during the term of this agreement, FC Tucson will employ best efforts to reschedule the MLS PTC. If the MLS PTC cannot reschedule, then any of the parties to this Agreement will be entitled to terminate the Agreement and, in such event, all licenses provided by any of the parties hereunder will immediately be cancelled and all parties will cease using in any manner any intellectual property (trademark or trade name) of any party to which it was granted the right of use hereunder.

**10. ENTIRE AGREEMENT.** This Agreement (including the Recitals set forth and any Exhibits attached hereto) constitutes the entire understanding of the parties and supersedes all previous representations, written or oral, with respect to the services specified herein.

**11. ARIZONA LAW.** The laws of the State of Arizona govern this Agreement. Any action relating to this Agreement must be filed and maintained in a court of the State of Arizona in Pima County.

**12. MODIFICATIONS.** Any amendment, modification, or variation from the terms of this Agreement must be in writing and will be effective only after each party signs it.

**13. ASSIGNMENT.** No party hereto may assign or sublet its rights or obligations, in whole or in part, under this Agreement without the prior written consent of the other party, which no party will unreasonably withhold.

**14. SUCCESSORS AND ASSIGNS.** This Agreement is binding upon the parties' successors and assigns. Notwithstanding the foregoing, however, the Agreement will not be binding on MTCVB or District, County or City if FC Tucson Events, LLC, is sold to any successors or assigns, including any individual, company, partnership, or other entity with or into which FC Tucson may merge, consolidate or be liquidated, or any person, corporation, partnership or other entity to which FC Tucson sells its assets.

**15. COSTS AND EXPENSES.** Except as otherwise provided herein, each party will bear its own costs and expenses incurred in the performance of its obligations hereunder.

**16. DISPUTE RESOLUTION.** Should any party or parties believe any breach or default under this Agreement has occurred, it will notify the other party or parties in writing as to the nature of the dispute. The defaulting party or parties will have a 30-day period, upon receipt of notice, to remedy the breach or default, and will have longer than thirty (30) days if the breach or default is such that it cannot be completely remedied within a thirty-day period and the breaching or defaulting party has begun to correct or remedy the breach or default within the thirty-day period. The parties will submit the dispute to an independent mediator or arbitrator, as agreed upon and paid by the applicable parties, prior to any party taking legal action to settle any such disputes.

**17. INDEPENDENT CONTRACTOR.** The relationship among the parties is that of independent contractors for all purposes including tax law purposes and employment law purposes and not that of employer-employee, principal-agent, partners, joint ventures, or otherwise.

**18. NON-DISCRIMINATION.** The parties agree 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, no party will discriminate against any party, employee, client or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin.

**19. AMERICANS WITH DISABILITIES ACT.** The parties will comply with all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, including 28 CFR Parts 35 and 36.

**20. FULL AND COMPLETE PERFORMANCE.** The failure of any party to insist on one or more instances upon the full and complete performance of any of the terms or conditions of this Agreement to be performed on the part of any other party, or to take any action permitted as a result thereof, is not a waiver or relinquishment of the right to insist upon full and complete performance of the same, or any other covenant or condition, either in the past or in the future. The acceptance by any party of sums less than may be due and owing it at any time is not an accord and satisfaction.

**21. NOTICES.** All notices or demands required to be given pursuant to the terms of this Agreement must be given to the other parties in writing, delivered by hand or U.S. Certified mail at the addresses set forth below or to such other address as the parties may substitute by written notice given in the manner prescribed by this paragraph.

In the case of FC Tucson:

Greg Foster, Member/Manager  
F.C. Tucson Events, LLC  
3600 South Country Club Road  
Tucson, AZ 85713

In the case of MLS:

Major League Soccer, LLC  
420 Fifth Avenue, 7th Floor  
New York, NY 10018

In the case of Stadium District:

Reenie Ochoa, Director  
Pima County Stadium District  
2225 East Ajo Way  
Tucson, AZ 85713

In the case of MTCVB:

Brent DeRaad, President & CEO  
MTCVB  
100 S. Church Ave.  
Tucson, AZ 85701

In the case of Pima County:

Tom Moulton, Director  
Attractions and Tourism  
130 W. Congress, Suite 505  
Tucson, AZ 85701

In the case of City of Tucson:

Michael J. Ortega, P.E.  
Office of the City Manager  
255 W. Alameda  
Tucson, AZ 85701

**22. SEVERABILITY.** If any term or provision of this Agreement is found to be illegal or unenforceable, then notwithstanding such illegality or unenforceability, this Agreement will remain in full force and effect without regard to such illegal or unenforceable term or provision.

**23. AUTHORITY.** Each party hereby warrants and represents that it has full power and authority to enter into and perform this Agreement, and that the person signing on behalf of each has been properly authorized and empowered to enter into this Agreement. Each party further acknowledges that it has read this Agreement, understands it, and agrees to be bound by it.

**24. COUNTERPARTS.** This Agreement may be executed and delivered in counterparts. Signature pages delivered by facsimile or other electronic means have the same effect as an original thereof.

**25. TERMINATION.** This Agreement may be cancelled for conflict of interest, pursuant to A.R.S. § 38-511, the pertinent portions of which are incorporated into this Agreement. County, District and City reserve the right to terminate this Agreement at any time and without cause by serving upon each other party thirty (30) days' advance written notice of such intent to terminate. In the event of such termination, the terminating party's only obligation to the other parties to this Agreement will be payment for services rendered prior to the date of termination, as applicable under the terms of this Agreement.

**26. LEGAL ARIZONA WORKERS ACT COMPLIANCE.** Each party hereby warrants that it will at all times during the term of this Agreement comply with all federal immigration laws applicable to party's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Each party will further ensure that each subcontractor who performs any work for that party under this Agreement likewise complies with the State and Federal Immigration Laws.

County, District and City each have the right at any time to inspect the books and records of any other party and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

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



Each party will advise each subcontractor of parties' rights, and the subcontractor's obligations, under this Article by including a provision in each subcontract substantially in the following form:

"SUBCONTRACTOR hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to SUBCONTRACTOR's employees, and with the requirements of A.R.S. § 23-214 (A).

SUBCONTRACTOR further agrees that COUNTY, City or District may inspect the SUBCONTRACTOR'S books and records to insure that SUBCONTRACTOR is in compliance with these requirements. Any breach of this paragraph by SUBCONTRACTOR is a material breach of this contract subjecting SUBCONTRACTOR to penalties up to and including suspension or termination of this contract."

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

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

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

**29. BOOKS AND RECORDS.** Each party will keep and maintain proper and complete books, records and accounts, which will be open at all reasonable times for inspection and audit by duly authorized representatives of any party. In addition, all parties will retain all records relating to this Agreement at least five (5) years after its termination or cancellation or, if later, until any related pending proceeding or litigation has been closed.

**30. ISRAEL BOYCOTT CERTIFICATION.** Each party hereby certifies that it is not currently engaged in, and will not for the duration of this Agreement engage in, a boycott of Israel as defined by A.R.S. § 35-393.01. Violation of this certification by any party may result in action by the County, City or District up to and including termination of this Agreement.

**31. ENTIRE AGREEMENT.** This document constitutes the entire agreement between the parties pertaining to the subject matter hereof, and all prior or contemporaneous agreements and understandings, oral or written, are hereby superseded and merged herein. This Agreement may be modified, amended, altered or extended only by a written amendment signed by the parties.

**Portion Intentionally Left Blank**

IN WITNESS WHEREOF, the Parties listed below have hereunto subscribed their names as of the Effective Date stated above.

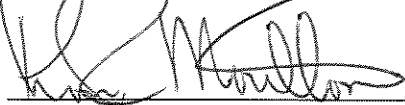
COUNTY: PIMA COUNTY, a body politic and corporate of the State of Arizona:

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

ATTEST:

\_\_\_\_\_  
Clerk of the Board

APPROVED AS TO CONTENT:




\_\_\_\_\_  
Thomas R. Moulton, Director, Pima County Attractions & Tourism



\_\_\_\_\_  
Maureen (Reenie) Ochoa, Director, Pima County Stadium District

APPROVED AS TO FORM:

 12/30/16

\_\_\_\_\_  
Tobin Rosen, Deputy County Attorney

CITY: CITY OF TUCSON, a body politic and corporate of the State of Arizona:

\_\_\_\_\_  
Michael J. Ortega, City Manager, City of Tucson

ATTEST:

\_\_\_\_\_  
City Clerk

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
David Deibel, Chief Deputy City Attorney

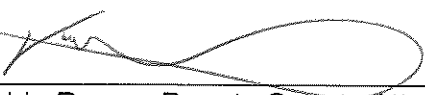
**THE PIMA COUNTY STADIUM DISTRICT:**

\_\_\_\_\_  
Chair, Stadium District Board

**ATTEST:**

\_\_\_\_\_  
Clerk of the Board


**APPROVED AS TO FORM:**

 12/30/16  
\_\_\_\_\_  
Tobin Rosen, Deputy County Attorney

**CONTRACTOR: FC TUCSON:**

 1/3/17  
\_\_\_\_\_  
Greg Foster, Managing Member, FC Tucson

**CONTRACTOR: METROPOLITAN TUCSON CONVENTION AND VISITORS BUREAU, dba  
Visit Tucson, an Arizona non-profit corporation:**

  
\_\_\_\_\_  
Brent DeRaad, President and CEO

**CONTRACTOR: MAJOR LEAGUE SOCCER:**

\_\_\_\_\_  
Name, Title