



BOARD OF SUPERVISORS AGENDA ITEM REPORT
CONTRACTS / AWARDS / GRANTS

☐ Award ☒ Contract ☐ Grant

Requested Board Meeting Date: December 4, 2018 Addendum

*** = Mandatory, information must be provided**

or Procurement Director Award ☐

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

The International Traditional Knowledge Institute Foundation, an Arizona non-profit corporation (ITKI)

***Project Title/Description:**

Activity Agreement

***Purpose:**

This activity agreement is between The International Traditional Knowledge Institute Foundation (ITKI) and Pima County. ITKI's mission is to preserve and promote cultural traditions and skills through publically accessible online platforms referred to as the Creative Knowledge Platform (CKP). The CKP component that is currently available is the web app known as TRusT™. The primary goal of this agreement is to showcase existing content featuring Pima County's cultural assets which will reside in ITKI's digital TRuST™ app that locals and visitors can use for free to access information about County properties. Presented in a compelling, behind-the-scenes narrative, app users will uncover the County's rich agricultural heritage, especially as it pertains to Tucson's recent UNESCO City of Gastronomy designation. Partnering with ITKI allows Pima County the use of ITKI's existing digital platform to showcase and bring awareness to its properties and projects without any cost to either party--at its core, it is an agreement of knowledge sharing to benefit both parties and the public.

***Procurement Method:**

Procurement exempt per Section 11.04.020

***Program Goals/Predicted Outcomes:**

The goal of the initial project as a part of this partnership will be curating existing content to tell the story of the County's ranchers and farmers, aiming to connect them to the land, and providing itineraries for users of ITKI's TRusT™ app to discover and experience these stories firsthand. The projected timeline for completion --content to be loaded into ITKI's platform --is January 2020, to coincide with the opening of the County's Historic Visitor Center. Both Pima County and ITKI will meet at least every three months for a status update with the goal that all data from the County is delivered to ITKI by the end of September 2019 for review. The primary benefit will be the development of a tangible tool for Pima County and its partners to promote tourism that will educate and engage locals and visitors in Pima County's cultural assets and traditions.

***Public Benefit:**

Application users (Pima County residents and visitors) will have an opportunity to learn historic information about Pima County tourist properties and assets through this no-cost activity agreement, potentially enabling unlimited opportunities to generate revenue.

***Metrics Available to Measure Performance:**

Quarterly meetings will be scheduled to track progress of deliverables identified in scope of agreement.

***Retroactive:**

No.

To: CoB - 11-29-18
Ver. - 1
9/25/18
(4) Addendum

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Contract / Award Information

Document Type: CTN Department Code: ED Contract Number (i.e., 15-123): 19-84
Effective Date: 12/4/2018 Termination Date: 12/3/2023 Prior Contract Number (Synergen/CMS): _____
☐ Expense Amount: \$* 0.00 ☐ Revenue Amount: \$ 0.00

***Funding Source(s) required:** ED-Attractions and Tourism Administration

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 22-73.

Amendment / Revised Award Information

Document Type: _____ Department Code: _____ Contract Number (i.e., 15-123): _____
Amendment No.: _____ AMS Version No.: _____
Effective Date: _____ New Termination Date: _____
Prior Contract No. (Synergen/CMS): _____
☐ Expense or ☐ Revenue ☐ Increase ☐ Decrease Amount This Amendment: \$ _____

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

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

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): _____
Effective 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 or Lisa Matthews

Department: Attractions and Tourism Telephone: 724-7353 or 724-8396

Department Director Signature/Date: [Signature] 11/28/18

Deputy County Administrator Signature/Date: [Signature] 11/28/2018

County Administrator Signature/Date: [Signature] 11/29/18
(Required for Board Agenda/Addendum Items)

Activity Agreement

This Activity Agreement ("**Agreement**") is entered into by and between PIMA COUNTY, a political subdivision of the State of Arizona ("**Pima County**"), and THE INTERNATIONAL TRADITIONAL KNOWLEDGE INSTITUTE FOUNDATION, an Arizona non-profit Corporation ("**ITKI**").

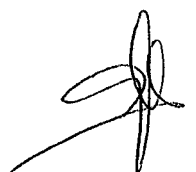
1. Background and Purpose.

- 1.1. ITKI is part of an international organization that was established in 2010. It has been recognized by the World Water Assessment Program (WWAP), a Category 1 UNESCO organization, as the leader of the UNESCO project "Traditional Knowledge World Bank," which is focused on collecting the Traditional Knowledges of the world and making them available thru a wiki-like application platform.
- 1.2. ITKI's mission is to preserve, restore and promote the re-use of traditional skills and inventions such as traditional methods of water conservation and crop harvesting, by creating a publically accessible digital data base to organize and store such information, and to define and promote economic models illustrating the economic return arising from the use of traditional practices that preserve landscapes, ecosystems and cultural heritage. ITKI helps local communities leverage their unique traditional knowledge.
- 1.3. To this end, ITKI is developing the Creative Knowledge Platform ("**CKP**"). The CKP is composed of websites, apps and virtual-reality environments that provide visitors with an interactive experience (both physical and virtual), that introduces visitors to the local community's attractions and culture. The CKP component that is currently available is the Web App TRusT™(the "**App**").
- 1.4. The App consists of a storytelling and a tracking feature. The platform allows for clear and direct communication among Knowledge Keepers (e.g. artisans and farmers) and their customers through the simple use of a QR Code. Visitors are able to follow links to explore the specific stories of the products made by the Knowledge Keepers; the production timelines and locations; the preparation methods; and the Knowledge Keepers' bios. This innovative approach provides new communications between producers and consumers through engaging documentation that highlights the Knowledge Keeper's unique skills and products. Consumers benefit from the App by accessing information about the products presented in a compelling, behind-the-scenes narrative, and discovering a world rich with traditions and information.
- 1.5. In order to create these interactive experiences using the App, ITKI needs to collect appropriate content in various formats, including informative text, photographs, and video and audio recordings ("**Content**").
- 1.6. In 2004, UNESCO established its Creative Cities program, which promotes "sustainable urban development." In 2015, the City of Tucson became the first American city to become part of the UNESCO Creative Cities Network for gastronomy, in recognition of Southern Arizona's rich agricultural heritage, thriving and diverse food traditions, and distinctive culinary innovation.
- 1.7. Pima County is renovating its historic courthouse, located at 115 N. Church Avenue, Tucson, Arizona, and plans to utilize part of the building as a visitor center. Pima County is interested in creating one or more interactive stations within the visitor center at which visitors can learn about local culture and attractions, particularly Tucson's culinary wonders, using the App. Pima County has access to a wealth of



information in various formats that could be provided to ITKI as content for the App. Any material furnished by Pima County under this Agreement will be referred to as "**Pima County Content.**"

2. **Collaboration.** ITKI and Pima County will work collaboratively to share and develop Content for the App that features local Southern Arizona culinary attractions, agricultural and culinary history and culture, and the farmers, artisans and others who have been and are involved in creating and sustaining that culture.
 - 2.1. The goal of the initial undertaking (the "**Initial Project**") is to develop Content that tells the story of the County's ranchers and farmers and their connection with the land, and to provide itineraries for App users to discover and experience these stories firsthand.
 - 2.2. County and ITKI will decide whether to work on additional Projects together. Before commencing work on a new Project, County ITKI representatives will enter into a supplemental letter of agreement defining the general parameters of the Project. Themes may include things such as Arizona's farming and ranching resources and ecosystems; water use and management; critical issues and problems for Arizona farmers, ranchers and artisans; current and imminent/future water related challenges; progress toward achieving sustainable use of water resources through robust indicators.
3. **No Monetary Obligations.** Neither Party will provide any funding to the other Party under this Agreement.
4. **Termination.** This Agreement is entirely voluntary and cooperative. It will be effective upon execution by both parties and will continue for a period of five years. Either Party may terminate this Agreement at any time with no liability to the other party except as set forth elsewhere in this Agreement.
5. **Preliminary Project Design and Content.**
 - 5.1. For the Initial Project, and for each additional Project that is undertaken, the Parties will meet, no less often than quarterly, to collaboratively develop themes, concepts, approaches, strategies and treatments for displaying and linking Content within the App, and will identify and agree upon Content to include. The County will, subject to availability of resources, make reasonable good faith efforts to deliver all the Content for the Initial Project to ITKI by September 2019.
 - 5.2. ITKI will, based on those discussions, prepare preliminary storyboards and outlines for a Project for Pima County's review and approval.
6. **Implementation/Testing.** Once the Parties have agreed on preliminary storyboards and outlines, and Content, for a Project, ITKI will proceed to load Content into a non-public version of the App and will allow Pima County to review and provide input on the App. No Pima County Content may be included in a public version of the App until Pima County has approved the configuration of the Content within the App, including linkages to other Content. After approval, ITKI may not materially change that configuration without County's advance approval. The Parties will work together with the goal of having the Initial Project completed by January 2020.
7. **Go-Live.** After Pima County has approved the App configuration as provided above, ITKI will incorporate the approved configuration and Content into the public version of the



App. Pima County may provide a link to the App on its website. The App will remain free for users.

8. **Periodic updating.** After go-live for a Project, the Parties will meet periodically, no less often than annually, to review and update Content.

9. **Rights to Content.**

9.1. Each Party warrants that, with respect to all Content it provides under this Agreement, it is either the sole owner of that Content or, if the Content belongs to a third party, that it has obtained from that third party all the appropriate permissions, clearances, usage rights, copyrights, trademarks, privacy permissions and/or consents to authorize use of that Content as contemplated in this Agreement. Each Party also warrants that the Content it provides is, to the best of that Party's actual knowledge, materially true and accurate. Upon request, a Party will furnish the other Party with copies of any such third-party authorizations.

9.2. If either Party learns that it does not have the appropriate permissions for any Content included in the App, or learns that any Content is inaccurate, it will notify the other Party and ITKI will immediately cause the Content to be removed.

9.3. All Content will remain the property of the Party furnishing the Content, subject to the other Party's right to use the Content as provided in this Agreement. All rights to the App itself will remain with ITKI.

9.4. Upon termination of this Agreement, any Content provided by a Party for a Project that is not at that time completed will be returned to that Party and all use of that Content by the other Party will cease. However, once the County has approved the use and configuration of County-provided content within the App as provided in Section 7 above, ITKI will retain the right to utilize that Content in the approved way regardless of any termination or expiration of this Agreement.

10. **Notices & Approvals.** Each notice (including a termination notice) and approval issued under this Agreement must be in writing and signed by the Party providing it. It must be delivered to the other Party at the below address, or at such other address as that Party provides from time to time:

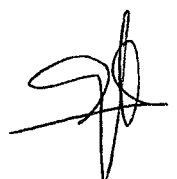
ITKI: 2525 E. Broadway Blvd, Suite 200, Tucson, Arizona 85716, USA

Pima County: Director, Pima County Attractions and Tourism, 130 W. Congress, Suite 505, Tucson, AZ 85701

11. **Contract Administration.** The Pima County Administrator or their designee, on behalf of the County, and Giuseppe Biagini, on behalf of ITKI, is authorized to give all notices and approvals under this Agreement, and has overall responsibility for the implementation of this Agreement. A Party may, by written notice to the other Party, designate additional or different persons as points of contact but the Parties agree to have only one person at a time designated as the person with overall responsibility for all activities undertaken pursuant to this Agreement.

12. **Publicity.** Both Parties may refer to this Agreement and to individual Projects in press releases, oral presentations, and written materials in order to publicize and promote their shared mission.

13. **Non-Discrimination.** ITKI will comply with all provisions and requirements of Arizona Executive Order 2009-09, which is hereby incorporated into this contract, including flow-



down of all provisions and requirements to any subcontractors. During the performance of this Agreement, ITKI will not discriminate against any employee, client or any other individual in any way because of that person's age, race, color, religion, sex, disability or national origin.

14. **Americans with Disabilities Act.** ITKI 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.


15. **Laws and Regulations.**

- 15.1. Compliance with Laws. Each Party will comply with all federal, state, and local laws, rules, regulations, standards and Executive Orders.
- 15.2. Choice of Law; Venue. The laws and regulations of the State of Arizona govern the rights and obligations of the Parties under this Agreement. Any action relating to this Agreement must be brought in the appropriate court of the State of Arizona in Pima County.

16. **Legal Arizona Workers Act Compliance.**

- 16.1. **Compliance with Immigration Laws.** ITKI hereby warrants that it will at all times during the term of this Agreement comply with all federal immigration laws applicable to ITKI's employment of its employees within the United States, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). ITKI will further ensure that each subcontractor who performs any work for ITKI under this Agreement in the United States likewise complies with the State and Federal Immigration Laws.
- 16.2. **Books and Records.** County has the right at any time to inspect the books and records of ITKI and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.
- 16.3. **Remedies for Breach of Warranty.** Any breach of ITKI's or any United States subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this Section 25.0, is a material breach of this Agreement subjecting ITKI 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, ITKI will be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor, as soon as possible so as not to delay project completion. Any additional costs attributable directly or indirectly to such remedial action are the responsibility of ITKI
- 16.4. **Subcontractors.** ITKI will advise each United States subcontractor of County's rights, and the subcontractor's obligations, under this Section 15 by including a provision in each subcontract substantially in the following form:

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



*Subcontractor 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."*

PIMA COUNTY

Chairman, Board of Supervisors

Date

ATTEST

Clerk of the Board

Date

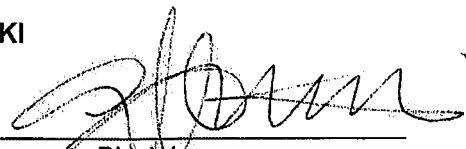
APPROVED AS TO FORM



Regina L. Nassen
Deputy County Attorney

11-29-2018
Date

ITKI



Giuseppe Biagini
Director of the Board

11/26/18
Date

APPROVED AS TO CONTENT



Diane Frisch, Director, Pima County
Attractions & Tourism

11/27/18
Date