



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

☐ Award ☒ Contract ☐ Grant

**Requested Board Meeting Date:** January 21, 2020

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

**or Procurement Director Award** ☐

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

Tucson City of Gastronomy

**\*Project Title/Description:**

Support for Tucson City of Gastronomy

**\*Purpose:**

Pima County will match funding with City of Tucson, Visit Tucson and University of Arizona to help defray costs related to the provision of services by contractor for the benefit of promoting the United Nations Education Scientific and Cultural Organizations (UNESCO) City of Gastronomy designation.

**\*Procurement Method:**

This is a non procurement contract and not subject to procurement rules.

**\*Program Goals/Predicted Outcomes:**

To bring awareness to Pima County and the City of Tucson through increased media locally, nationally and internationally.

**\*Public Benefit:**

The residents of Pima County will benefit from increased tourism and bed tax collection.

**\*Metrics Available to Measure Performance:**

Media valuation tracked by Visit Tucson and bed tax collection.

**\*Retroactive:**

No

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To: CoB- 1-13-20  
Ver. 1  
Pgs--  
(1) Addendum

**Contract / Award Information**

Document Type: CT Department Code: ED Contract Number (i.e., 15-123): 20-199  
Effective Date: 07-01-20 Termination Date: 06-30-21 Prior Contract Number (Synergen/CMS): \_\_\_\_\_  
☒ **Expense Amount: \$\*** 20,000.00 ☐ Revenue Amount: \$ \_\_\_\_\_

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

Funding from General Fund? ☒ Yes ☐ No If Yes \$ 20,000.00 % \_\_\_\_\_

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

**\*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: Catherine Strickland

Department: Attractions & Tourism

Telephone: 724-7352

Department Director Signature/Date: [Signature] 11/8/2020

Deputy County Administrator Signature/Date: [Signature] 11/8/2020

County Administrator Signature/Date: [Signature] 11/8/2020  
(Required for Board Agenda/Addendum Items)

## **Pima County Department of Attractions and Tourism**

**Project:** Tourism Promotion Activities – UNESCO City of Gastronomy

**Agency:** Tucson City of Gastronomy  
5922 N. Vista Valverde  
Tucson, AZ 85718

**Amount:** \$20,000.00

**Contract No.:** CT-ED-20-199

**Funding:** General Funds

### **PROFESSIONAL SERVICES CONTRACT**

#### **1.0 Parties, Background and Purpose.**

- 1.1 Parties. This Agreement is between Pima County, a body politic and corporate of the State of Arizona (“County”), and Tucson City of Gastronomy, a nonprofit corporation doing business in Arizona (“Contractor”).
- 1.2 Background and Purpose.
  - 1.2.1 Pursuant to A.R.S. §§11-254.04, County may appropriate and spend public monies for and in connection with activities that County Board of Supervisors finds and determines will assist in the improvement or enhancement of the economic welfare of Pima County inhabitants.
  - 1.2.2 In 2015 the United Nations Educational, Scientific and Cultural Organization (“UNESCO”) designated Tucson as a UNESCO Creative City of Gastronomy. The designation has brought increased media attention and, as a result, an increase in tourism to Tucson and Pima County.
  - 1.2.3 County selected Contractor pursuant to and consistent with Board of Supervisors Policy D29.4. Contractor has extensive and unique experience in promoting the culinary economy through events, tours, panel discussions, development of heritage food businesses and identification of food assets.
  - 1.2.4 The activities of Contractor pursuant to this Agreement will further enhance economic growth in the community and is, therefore, in the best interests of the residents of Pima County.

#### **2.0 TERM AND EXTENSIONS**

- 2.1 Original Term. This Agreement will commence on July 1, 2020 and will terminate on June 30, 2021 (the “Initial Term”). “Term,” when used in this Agreement, means the Initial Term plus any exercised Extension Options.
- 2.2 Extension Options. County may renew this Agreement for up to four (4) additional periods of up to one (1) year (an “Extension Option”). An Extension Option will be effective only upon execution by the Parties of a formal written amendment.
- 2.3 This Agreement may be modified, amended, altered or extended only by a written amendment signed by the parties. County must approve any amendment to the Agreement before any services commence under the amendment.

### **3.0 SCOPE OF SERVICES**

#### **3.1 Contractor will:**

- 3.1.1 Provide the services described in the attached **Exhibit A** (2 pages).
- 3.1.2 Employ suitably trained and skilled personnel to perform all services under this Agreement.
- 3.1.3 Perform its duties in a humane and respectful manner and in accordance with any applicable professional standards.
- 3.1.4 Obtain and maintain all applicable licenses, permits and authority required for its performance under this Agreement.
- 3.1.5 Notify County of any changes to any of the following positions: chief executive officer, financial officer, program director or any other County liaison. In addition Contractor is responsible for updating e-mail information of the above personnel. Notification update shall be provided within two (2) weeks of change.

#### **3.2 Reports.** Contractor will submit an Annual Report no later than 30 days after the close of the Contract Year.

#### **3.3 Monitoring.**

- 3.3.1 County will monitor Contractor's management, fiscal and service provision activities relating to performance of duties and obligations under this Agreement to ensure that Contractor is:
  - 3.3.1.1 Making adequate and acceptable progress in the provision of services;
  - 3.3.1.2 Maintaining adequate and acceptable systems to document services and expenditures; and
  - 3.3.1.3 Using the funds provided pursuant to this Agreement effectively and efficiently to accomplish the purposes for which funds were made available.
- 3.3.2 Contractor will cooperate with County in the monitoring and evaluation process.
- 3.3.3 Contractor will provide County with access to all documentation required to evaluate Contractor's performance and use of funds under this Agreement.

### **4.0 COMPENSATION AND PAYMENT**

#### **4.1** In consideration for services specified in **Exhibit A**, County agrees to pay Contractor an amount **not-to-exceed \$20,000.00** ("the maximum allocated amount").

#### **4.2** Payment will be made in one lump sum from Pima County General Funds, Department of Attractions and Tourism budget.

#### **4.3 Payment will not be made to Contractor, until all of the following conditions are met:**

- 4.3.1 Contractor has completed and submitted a W-9 Taxpayer Identification Number form;
- 4.3.2 Contractor has registered as a Pima County Vendor at the following web address -- <https://secure.pima.gov/procurement/vramp/login.aspx>; and
- 4.3.3 This Agreement is fully executed.

#### **4.4** For the period of record retention required under Section 19.0 -- Books and Records, County reserves the right to question any payment made under this Section 4.0 and to require reimbursement for Contractor's expenditures determined to be improper or contrary to the Agreement or law. Contractor must reimburse County for improper, unallowable or unsubstantiated expenditures discovered as a result of audit or otherwise within thirty (30) days following demand for reimbursement by County.

## 5.0 INSURANCE

5.1 Contractor will procure and maintain at its own expense insurance policies (the "Required Insurance") satisfying the requirements set forth below (the "Insurance Requirements") until all of its obligations under this contract have been met. The Insurance Requirements are minimum requirements for this Agreement and in no way limit Contractor's indemnity obligations under this Agreement. County in no way warrants that the Required Insurance is sufficient to protect Contractor for liabilities that may arise from or relate to this Agreement. If necessary, Contractor may obtain commercial umbrella or excess insurance to satisfy the Insurance Requirements.

### 5.2 Minimum Scope and Limits of Insurance:

5.2.1 Contractor will procure and maintain during the entire term of this Agreement Insurance coverage with limits of liability not less than the following:

- 5.2.1.1 Commercial General Liability ("CGL") – Occurrence Form with limits not less than \$2,000,000.00 Each Occurrence and \$2,000,000.00 General Aggregate. Policy must include coverage for liability arising from premises, operations, independent contractors, personal injury, bodily injury, broad form contractual liability and products-completed operations. Any standard coverages excluded from the CGL policy, such as products/completed operations, must be covered by endorsement or separate policy and documented on the Certificates of Insurance.
- 5.2.1.2 Business Automobile Liability -- Coverage for bodily injury and property damage on any owned, non-owned, leased and hired vehicles assigned to or used in the performance of this Agreement with limits in the amount of \$1,000,000.00 each accident.
- 5.2.1.3 Workers' Compensation and Employers' Liability – If required by law, workers' compensation coverage including employee's liability coverage with limits of \$1,000,000.00 each accident and \$1,000,000.00 each employee – disease.
- 5.2.1.4 Professional Liability (E&O) Insurance – If excluded from the CGL policy required under paragraph 5.2.1.1, not less than \$2,000,000.00 Each Claim and \$2,000,000.00 Annual Aggregate to cover professional misconduct or negligent acts of anyone performing any services under this Agreement. If written on a claims-made basis, Contractor will warrant that continuous coverage will be maintained as outlined under paragraph 5.3.a below.

5.3 Additional Insurance Requirements: The policies must include, or be endorsed to include, the following provisions:

- 5.3.1 Claims Made Coverage – If any part of the Required Insurance is written on a claims-made basis, any policy retroactive date must precede the effective date of this Agreement and Contractor must maintain such coverage for a period of not less than three (3) years following the termination, expiration or cancellation of this Agreement.
- 5.3.2 Additional Insured Endorsement – The CGL, Business Automobile Liability and E&O policies must each be endorsed to include Pima County, its departments, districts, officials, agents and employees as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor.
- 5.3.3 Subrogation Endorsement -- -- The CGL, Business Automobile Liability and E&O policies must each contain a waiver of subrogation endorsement in favor of Pima County, its departments, districts, officials, agents and employees for losses arising from work performed by or on behalf of Contractor.

- 5.3.4 Primary Insurance Endorsement -- Contractor's insurance coverage will stipulate that the insurance afforded to Contractor shall be primary insurance and non-contributory with respect to all other available sources.
- 5.3.5 The Required Insurance policies may not obligate County to pay any portion of a Contractor's deductible or Self Insurance Retention ("SIR"). Insurance provided by the Contractor shall not limit the Contractor's liability assumed under the indemnification provisions of this Agreement.
- 5.3.6 Insurer Financial Ratings -- Coverage must be placed with insurers acceptable to the County with A.M. Best rating of not less than A-VII, unless otherwise approved by the County.
- 5.3.7 Subcontractors -- Contractor must either include all subcontractors as additional insureds under its Required Insurance policies or require each subcontractor to separately meet all Insurance Requirements and verify that each subcontractor has done so. Contractor must furnish, if requested by County, appropriate insurance certificates for each subcontractor. Contractor must obtain County's approval of any subcontractor request to modify the Insurance Requirements as to that subcontractor.
- 5.4 Notice of Cancellation: For each insurance policy required, Contractor must notify County, within two (2) business days of receipt of notice, that a policy has been suspended, voided, or cancelled for any reason. Notice to County will be mailed, emailed, hand-delivered or sent by facsimile transmission to the Pima County Contracting Representative. Notice shall include the Pima County contract number and project description.
- 5.5 Verification of Coverage.
  - 5.5.1 Contractor will furnish County with certificates of insurance (valid ACORD form or equivalent approved by County) as required by this Agreement. An authorized representative of the insurer must sign the certificates.
  - 5.5.2 All required certificates and endorsements must:
    - 5.5.2.1 Be received by the appropriate County Department and approved by County before work commences;
    - 5.5.2.2 Be in effect 10 days prior to work under this Agreement;
    - 5.5.2.3 Include the Pima County contract number and project description on the certificate; and
    - 5.5.2.4 Specify that the appropriate policies are endorsed to include additional insured and subrogation waiver endorsements for the County and its departments, officials and employees.
  - 5.5.3 Failure to maintain the Required Insurance, or to provide evidence of renewal, is a material breach of contract.
  - 5.5.4 County reserves the right to require complete copies of all Required Insurance at any time.
- 5.6 Approval and Modifications Pima County Risk Management reserves the right to review or make modifications to the insurance limits, required coverages, or endorsements throughout the life of this contract, as deemed necessary. Such action will not require a formal contract amendment but may be made by administrative action. Neither County's failure to obtain a required insurance certificate or endorsement, County's failure to object to a non-complying insurance certificate or endorsement, or County's receipt of any other information from the Contractor, its insurance broker(s) and/or insurer(s), constitutes a waiver of any of the Insurance Requirements.

## **6.0 INDEMNIFICATION**

To the fullest extent permitted by law, Contractor will defend, indemnify and hold harmless Pima County, and any related taxing district, and the officials and employees and each of them (collectively, "Indemnatee") from and against any and all claims, actions, liabilities, losses, and expenses (including reasonable attorney fees)(collectively, "Claims") arising out of actual or alleged injury of any person (including death) or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by any act or omission of Contractor or any of Contractor's directors, officers, agents, employees, volunteers, or subcontractors. This indemnity includes any claim or amount arising or recovered under the Workers' Compensation law or arising out of the failure of Contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. The Indemnatee will, in all instances, except for Claims arising solely from the acts or omissions of the Indemnatee, be indemnified by Contractor from and against any and all claims. Contractor is responsible for primary loss investigation, defense and judgement costs for any claim to which indemnity applies. This indemnity will survive the expiration or termination of this Agreement.

## **7.0 COMPLIANCE WITH LAWS**

- 7.1 Compliance with Laws; Changes. Contractor will comply with all federal, state, and local laws, rules, regulations, standards and Executive Orders, without limitation to those designated within this Agreement. Any changes in the governing laws, rules, and regulations during the terms of this Agreement will apply, but do not require an amendment.
- 7.2 Licensing. Contractor warrants that it is appropriately licensed to provide the services under this Agreement and that its subcontractors will be appropriately licensed.
- 7.3 Choice of Law; Venue. The laws and regulations of the State of Arizona will govern the rights of the parties, the performance of this Agreement, and any disputes hereunder. Any action relating to this Agreement must be brought in a court of the State of Arizona in Pima County.

## **8.0 NON-DISCRIMINATION**

- 8.1 Contractor will comply with all provisions and requirements of Arizona Executive Order 2009-09, which is hereby incorporated into this Agreement, including flow down of all provisions and requirements to any subcontractors.
- 8.2 During the performance of this contract, Contractor will not discriminate against any employee, client or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin.

## **9.0 AMERICANS WITH DISABILITIES ACT**

Contractor 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. If Contractor is carrying out a government program or services on behalf of County, then Contractor will maintain accessibility to the program to the same extent and degree that would be required by the County under 28 CFR Sections 35.130, 35.133, 35.149 through 35.151, 35.160, 35.161 and 35.163. Failure to do so could result in the termination of this Agreement.

## **10.0 INDEPENDENT CONTRACTOR**

- 10.1 Contractor is an independent contractor. Neither Contractor nor any of Contractor's officers, agents, or employees will be considered an employee of Pima County or be entitled to receive any employment-related benefits, or assert any protections, under the Pima County Merit System.

10.2 Contractor is responsible for paying all federal, state and local taxes on the compensation by Contractor under this Agreement and will indemnify and hold County harmless from any and all liability which County may incur because of Contractor's failure to pay such taxes.

10.3 Contractor will be solely responsible for its program development, operation, and performance.

#### **11.0 SUBCONTRACTORS**

Contractor is 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 Contractor is responsible for the acts and omission of its own employees. Nothing in this Agreement creates any obligation on the part of County to pay or see to the payment of any money due any subcontractor, except as may be required by law.

#### **12.0 ASSIGNMENT**

Contractor will not assign its rights to this Agreement in whole or in part, without prior written approval of the County. County may withhold approval at its sole discretion.

#### **13.0 AUTHORITY TO CONTRACT**

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

#### **14.0 FULL AND COMPLETE PERFORMANCE**

The failure of either 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 the other, or to take any action permitted as a result thereof, will 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 will not be construed as an accord and satisfaction.

#### **15.0 CANCELLATION FOR CONFLICT OF INTEREST**

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

#### **16.0 TERMINATION**

16.1 Without Cause: County may terminate this Agreement at any time, without cause, by serving a written notice upon Contractor at least thirty (30) days before the effective date of the termination. In the event of such termination, the County's only obligation to Contractor will be payment for services rendered prior to the date of termination.

16.2 With Cause: County may terminate this Agreement at any time without advance notice and without further obligation to County finds Contractor to be in default of any provision of this Agreement.

16.3 Non-Appropriation: Notwithstanding any other provision in this Agreement, County may terminate this Agreement if for any reason, there are not sufficient appropriated and available monies for the purpose of maintaining County or other public entity obligations under this Agreement. In the event of such termination, County will have no further obligation to Contractor, other than for services rendered prior to termination.



## **17.0 NOTICE**

- 17.1 Contractor must give written notice of any change of corporate or entity status as promptly as possible and, in any event, within fifteen (15) days after the change is effective. A change in corporate or entity status includes, but is not limited to, change from unincorporated to incorporated status and vice versa and any suspension or termination of corporate status based on failure to comply with all applicable federal, state, and local reporting requirements.
- 17.2 Any notice required or permitted to be given under this Agreement must be in writing and must be served by delivery or by certified mail upon the other party as follows:

### **County:**

Diane Frisch, Director  
Pima County Department of Attractions and Tourism  
115 N. Church Avenue, Suite 221  
Tucson, AZ 85701

### **Contractor:**

Jonathan Mabry, Executive Director  
Tucson City of Gastronomy  
5922 N. Vista Valverde  
Tucson, AZ 85718

## **18.0 OTHER DOCUMENTS**

- 18.1 In entering into this Agreement, Contractor and County have relied upon information provided in Contractor's request for general funds to support the implementation of Contractor's Program and any other information and documents submitted to County to obtain such funds.
- 18.2 The documents set forth in paragraph 18.1 are hereby incorporated into and made a part of this Agreement as if set forth in full herein, to the extent not inconsistent with the provisions of this Agreement, including all exhibits. Contractor will promptly bring any provisions which Contractor believes are inconsistent to County's attention, and County will provide Contractor with its interpretation of the provisions in question.

## **19.0 BOOKS AND RECORDS**

- 19.1 Contractor will keep and maintain proper and complete books, records and accounts, which must be open at all reasonable times for inspection and audit by duly authorized representatives of County.
- 19.2 In addition, Contractor will retain all records relating to this Agreement at least five (5) years after its termination or cancellation or until any related pending proceeding or litigation has been closed, whichever date is later.

## **20.0 COPYRIGHT**

Except as set forth in Exhibit A, neither, Contractor nor its officers, agents or employees will copyright any materials or products developed through contract services provided or contract expenditures made under this Agreement without prior written approval by the County. Upon approval, the County will have a non-exclusive and irrevocable license to reproduce, publish or otherwise use or authorize the use of any copyrighted material.

## **21.0 PUBLIC RECORDS**

- 21.1 Disclosure. Pursuant to Arizona Public Records law, A.R.S. § 39-121 *et seq.*, and A.R.S. § 34-603(H) in the case of construction or architectural and engineering services procured under A.R.S. § Title 34, Chapter 6, all documents submitted in response to the solicitation resulting in an award of this Agreement, including, but not limited to pricing schedules, product specifications, work plans, and any supporting documents, are public records. As such, those documents are subject to release and/or review by the general public upon request, including competitors.
- 21.2 Records Marked Confidential; Notice and Protective Order.

- 21.2.1 If Contractor reasonably believes that some of the records described in paragraph 21.1 above contain proprietary, trade-secret or otherwise-confidential information, Contractor must prominently mark those records "CONFIDENTIAL."
- 21.2.2 In the event that a public records request is submitted to County for records marked "CONFIDENTIAL," County will notify Contractor of the request as soon as reasonably possible.
- 21.2.3 County will release the records ten (10) business days after the date of notice provided pursuant to paragraph 21.2.2, unless Contractor has, within that period, secured an appropriate order from a court of competent jurisdiction, enjoining the release of the records.
- 21.2.4 County will not, under any circumstances, be responsible for securing such an order, nor will County be in any way financially responsible for any costs associated with securing such an order.

## **22.0 LEGAL ARIZONA WORKERS ACT COMPLIANCE**

- 22.1 Compliance with Immigration Laws. Contractor hereby warrants that it will at all times during the term of this Agreement comply with all federal immigration laws applicable to Contractor's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Contractor will further ensure that each subcontractor who performs any work for Contractor under this Agreement likewise complies with the State and Federal Immigration Laws.
- 22.2 Books and Records. County has the right at any time to inspect the books and records of Contractor and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.
- 22.3 Remedies for Breach of Warranty. Any breach of Contractor's or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this Section 22.0, is a material breach of this Agreement subjecting Contractor 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, Contractor 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 Contractor.
- 22.4 Subcontractors. Contractor will advise each subcontractor of County's rights, and the subcontractor's obligations, under this Section 22.0 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."*

## **23.0 REMEDIES**

Either 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 will be cumulative and in addition to any other right or remedy existing at law or at equity or by virtue of this Agreement.

### **23.0 REMEDIES**

Either 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 will be cumulative and in addition to any other right or remedy existing at law or at equity or by virtue of this Agreement.

### **24.0 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.

### **25.0 NON-EXCLUSIVE AGREEMENT**

Contractor understands that this Agreement is nonexclusive and is for the sole convenience of County. County reserves the right to obtain like services from other sources for any reason.

### **26.0 ENTIRE AGREEMENT**

26.1 This document constitutes the entire agreement between the parties pertaining to the subject matter hereof.

26.2 No verbal agreements or conversations with any officer, agent or employee of County prior to or after the execution of this Agreement will affect or modify any of the terms or obligations contained in any documents comprising this Agreement. Any such verbal agreement will be considered as unofficial information and in no way binding upon County and all prior or contemporaneous agreements and understandings, oral or written, are hereby superseded and merged herein.

IN WITNESS THEREOF, the parties have affixed their signatures to this Agreement on the date written below.

#### **PIMA COUNTY**

\_\_\_\_\_  
Chairman, Board of Supervisors

Date: \_\_\_\_\_

#### **CONTRACTOR**

Jonathan Mabry  
Signature

Jonathan Mabry Executive Director  
Printed name and title

Date: 1-8-2020

ATTEST:

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

APPROVED AS TO CONTENT:

Diane E. Frisch  
Diane Frisch, Director, Attractions and Tourism

APPROVED AS TO FORM:

Karen S. Friar  
Karen S. Friar, Deputy County Attorney

## SCOPE OF WORK

1. **Program.** *Tourism Promotion Activities – UNESCO City of Gastronomy*
2. **Services.** Contractor will:
  - 2.1. Develop Tucson City of Gastronomy (“TCOG”) experiences for locals and visitors to take place during August, September, May and June (“shoulder season”) of the contract year to increase the economic impact of tourism through purchases of local goods and payment of bed tax.
  - 2.2. Create and stock a single rack card marketing piece for display and distribution at the Southern Arizona Heritage and Visitor Center Concierge desk to educate visitors about TCOG’s mission, history and available visitor experiences.
  - 2.3. Provide a list of subject matter experts and TCOG industry resources that may be available to participate in the Southern Arizona Heritage and Visitor Center’s rotating featured programming.
  - 2.4. Manage the use of TCOG logo, name and TCOG/UNESCO brand by local businesses for business, program and event promotions.
  - 2.5. Collaborate with Visit Tucson to develop TCOG tourism itineraries and materials for distribution to media and promoters of tourism worldwide.
  - 2.6. Develop a cohesive strategic plan for annual food festivals. The plan will include, but is not limited to:
    - 2.6.1. Times of year;
    - 2.6.2. Types of food;
    - 2.6.3. Locations; and
    - 2.6.4. Appropriate activities and offerings.
  - 2.7. Collaborate with University of Arizona, City of Tucson, Pima County and, as appropriate, local, national and international organizations to co-host food-related conferences to exchange culinary and culinary business knowledge and stimulate the local economy.
  - 2.8. Develop a recognizable food brand that will promote regional heritage food ingredients and artisanal food products.
  - 2.9. Promote and support institutional food purchasing policies that improve nutrition in schools and benefit local food producers and processors.
  - 2.10. Organize exchanges and collaborations with other Cities of Gastronomy (COGs) to, at a minimum:
    - 2.10.1. Share best practices;
    - 2.10.2. Support connections across business and government sectors;
    - 2.10.3. Promote local food products, businesses, organizations, programs; and
  - 2.11. Give priority to the implementation of programs developed during or result from the semi-annual UNESCO gatherings of the Cities of Gastronomy.

2.12. **Rights and Usage.** Contractor grants to Pima County the unlimited rights to:

- 2.12.1. Use and show TCOG videos and film files in the Southern Arizona Heritage and Visitor Center Theatre;
- 2.12.2. Consign TCOG cookbooks and similar publications in the Southern Arizona Heritage and Visitor Center gift shop; and
- 2.12.3. Access to the University of Arizona Food Assets Mapping application as a shared educational resource.

END OF EXHIBIT A