



BOARD OF SUPERVISORS AGENDA ITEM REPORT
CONTRACTS / AWARDS / GRANTS

☐ Award ☒ Contract ☐ Grant

Requested Board Meeting Date: September 15, 2020

* = 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:**

Publicize and Resume Tourism to Pima County following COVID

***Purpose:**

To provide funding to Visit Tucson to begin the return of tourism to Pima County and Southern Arizona through advertising, public relations and outreach for lodging, restaurants, sporting events and leisure and business travel.

***Procurement Method:**

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

***Program Goals/Predicted Outcomes:**

During the ongoing COVID climate, travel spending has decreased over 58 percent year over year. The goal of this contract is to continue to promote and enhance tourism, travel, film production, economic development and sports (professional, semi-professional and youth) locally and regionally. The campaigns will publicize the resumption of activities in Pima County and highlight safety protocols in place to instill consumer confidence in travel to our region.

***Public Benefit:**

Tourism affects businesses in Tucson and the region as well as the public by stimulating economic growth, such as increasing employment opportunities, various revenues and infrastructure funding. Increasing tourism benefits the overall economic development of Pima County and the Southern Arizona Region. Travel and Tourism is the number one export industry of Arizona.

***Metrics Available to Measure Performance:**

Contractor will submit documentation of expenses and provide a written project report discussing elements of the campaign including tourism measurements (social media engagements, competitive market rankings and hotel occupancy rankings.)

***Retroactive:**

Yes. This contract is retroactive to: September 1, 2020.

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Contract / Award Information

Document Type: CT Department Code: ED Contract Number (i.e., 15-123): 21*164
Commencement Date: 9-1-2020 Termination Date: 12-30-2020 Prior Contract Number (Synergen/CMS): _____
☒ **Expense Amount: \$** 500,000.00 ☐ **Revenue Amount: \$** _____

***Funding Source(s) required:** United States Department of Treasury, Coronavirus Relief Fund

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? 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: _____ Department Code: _____ Contract Number (i.e., 15-123): _____
Amendment No.: _____ AMS Version No.: _____
Commencement 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): _____
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: Diane Frisch 9/10/2020

Deputy County Administrator Signature/Date: C. R. [Signature] 9/10/2020

County Administrator Signature/Date: C. R. [Signature] 9/10/2020
(Required for Board Agenda/Addendum Items)



MEMORANDUM

Date: September 3, 2020

To: The Honorable Chairman and Members
Pima County Board of Supervisors

From: C.H. Huckelberry *CHH*
County Administrator

Re: **COVID-19 Adverse Impacts on the Tourism Industry**

Attached are two sheets from Visit Tucson and the State Tourism Bureau that indicates the adverse impact of the COVID-19 pandemic on the tourism industry in Pima County and Arizona.

In summary, travel spending has decreased 58 percent year over year. Revenues to Pima County are down \$8.8 million and unemployment ranges from 45 percent to 30 percent of the travel related employment or workforce. These are significant adverse impacts and some of the reasons the County has set aside \$500,000 of our CARES Act funding from the federal government to offset the revenue losses specifically for Visit Tucson. Visit Tucson's revenues come exclusively from the specific shares of tourism related taxes.

Board of Supervisors Vice Chair and Visit Tucson Board of Directors Member Sharon Bronson has also asked the City of Tucson Mayor to consider a similar appropriation from the City. Given the significant adverse impact on tourism revenues, spending and employment, it is important we actively support this economic sector of our community.

CHH/anc

Attachments

c: Jan Leshar, Chief Deputy County Administrator
Diane Frisch, Director, Attractions and Tourism
Brent DeRaad, President and CEO, Visit Tucson

Pima County Department of Grants Management & Innovation

Project: Publicize and Resume Tourism to Pima County following COVID

Contractor: Metropolitan Tucson Convention and Visitors Bureau, dba Visit Tucson

Amount: \$500,000.00

Contract No.: CT-ED-21*164

Funding: U.S. Department of Treasury, Coronavirus Relief Funds

DUNS No.:				
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 type="checkbox"/> None
Status of Agency:		<input checked="" type="checkbox"/> Subrecipient		<input type="checkbox"/> Contractor

CFDA	Program Description	National Funding	Pima County Award
21.019	CARES Act Coronavirus Relief Fund	FY19 \$150,000,000,000.00	FY19 \$87,107,597.40

FEDERAL FINANCIAL ASSISTANCE SUBWARD

1. Parties and Background.

- 1.1. Parties. This Contract is between Pima County, a body politic and corporate of the State of Arizona ("County"), and Metropolitan Tucson Convention and Visitors Bureau, dba Visit Tucson ("Subrecipient").

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1.2. Authority.

- 1.2.1. On March 19, 2020, the Board of Supervisors declared a state of emergency due to the spread of COVID-19 in Pima County. Under Pima County Code Section 11.12.060, that declaration allows the procurement director to waive normal procurement practices upon a declaration of an emergency by the Board of Supervisors in order to do all things necessary to meet the County's emergency needs.
- 1.2.2. County is authorized by A.R.S. §§ 11-254.04, 11-251 (5) and 11-251 (17), to spend public monies to improve and enhance the economic welfare and health of the inhabitants of the County.
- 1.2.3. County received Coronavirus Relief Fund ("CRF"), 42 U.S.C. § 801, funding in the amount of \$87,107,597.40 from the U.S. Department of the Treasury ("Treasury") as part of the Coronavirus Aid, Relief, and Economic Security ("CARES") Act, signed by President Trump on March 27, 2020.
- 1.2.4. Treasury issued CRF Guidance for State, Territorial, Local, and Tribal Governments (the "Guidance") that was updated on September 2, 2020, and CRF Frequently Asked Questions ("FAQs") that were updated on September 2, 2020, that set forth Treasury's interpretation of the CRF's provisions for the use of funds.

2. **Term.**

- 2.1 Term. The term of this Agreement commences on September 1, 2020 and will terminate on December 30, 2020 ("Term"). If the commencement date of the Term is before the signature date of the last party to execute this Contract, the parties will, for all purposes, deem the Contract to have been in effect as of the commencement date.

3. **Scope of Services.**

- 3.1. Subrecipient will:
 - 3.1.1. Provide the goods and services described in the attached Exhibit A (two pages).
 - 3.1.2. Employ suitably trained and skilled personnel to perform all services under the Agreement.
 - 3.1.3. Perform its duties in a humane and respectful manner and in accordance with any applicable professional standards.
 - 3.1.4. Unless otherwise provided for herein, the personnel delivering Agreement services will:

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- 3.1.4.1. Be employees or volunteers of the Subrecipient;
- 3.1.4.2. Satisfy any qualifications set forth in this Agreement; and
- 3.1.4.3. Be covered by personnel policies and practices of Subrecipient.
- 3.1.5. Obtain and maintain all required licenses, permits and authority required for performance under this Agreement.
- 3.1.6. Maintain an accounting manual that describes its financial procedures in sufficient detail to ensure that its financial practices are easily understood.
- 3.1.7. Undertake the same obligations to County, as County does to Treasury. Subrecipient will hold County harmless against any injury that County may suffer with respect to Treasury due to any failure on the part of Subrecipient to fulfill its obligations.
- 3.2. Subrecipient certifies that no individual or agent has been employed or retained to solicit or secure this Agreement for commission, percentage, brokerage or contingent fee except a bona fide employee whose job duties include securing business.

4. Monitoring and Evaluation.

- 4.1. County will monitor Subrecipient's activities and information sources in the management, fiscal, and services systems of Subrecipient and any subcontracted parties relating to performance of duties and obligations under this Agreement to ensure that Subrecipient uses the funding as allowed by the CRF.
 - 4.1.1. Making adequate and acceptable progress in the provision of services;
 - 4.1.2. Maintaining adequate and acceptable systems to document services and expenditures; and
 - 4.1.3. Using the funds provided pursuant to this Agreement effectively and efficiently to accomplish the purposes for which funds were made available.
- 4.2. Subrecipient must cooperate in the County's monitoring and evaluation process and any monitoring or oversight by Treasury's Inspector General.
- 4.3. Subrecipient must assist County in providing reports and documentation related to Subrecipient's performance and, where applicable, the impact of the CRF-funded activities on the community.
- 4.4. If County finds that Subrecipient's performance is inconsistent with the CRF and the Uniform Guidance, (2 C.F.R Part 200); 2 C.F.R. §§200.303, 200.330-200.332 and subpart F, Subrecipient will be in default of this Agreement. If Subrecipient fails to take

appropriate actions to correct the default within fifteen (15) calendar days from date of notices, this Agreement may be suspended or terminated.

- 4.5. To the greatest extent permissible by law, County, and any authorized federal, state or local agency, including, but not limited to, the U.S. Department of the Treasury and the Comptroller of the United States, will at all reasonable times have the right of access to Subrecipient's facility, books, documents, papers, or other records which are pertinent to this Agreement, in order to make audits, examinations, excerpts and transcripts for the purpose of evaluating Subrecipient's compliance with this Agreement.
5. **Compensation and Payment.** County will reimburse Subrecipient for costs incurred in providing the services described on Exhibit A.
 - 5.1. Maximum Payment Amount. County's total payments made to Subrecipient under this Agreement, including any sales taxes, may not exceed \$500,000.00 (the "NTE Amount"). The NTE Amount can only be changed by a formal written amendment executed by the Parties. Subrecipient may not provide any services, payment for which will cause the County's total payments under this Agreement to exceed the NTE Amount; if Subrecipient does so, it is at the Subrecipient's own risk.
 - 5.2. Sales Taxes. Subrecipient may invoice County for sales taxes that Subrecipient is required to pay in providing the Services under this Subrecipient Agreement. Subrecipient will show sales taxes as a separate line item on invoices.
 - 5.3. Timing of Invoices. Subrecipient will invoice County on a monthly basis using the form attached as **Exhibit B (one page)**. County must receive invoices no more than 30 days after the end of the billing period in which Subrecipient delivered the invoiced products or services to County, except that the final invoice must be delivered within 7 days after the end of the Term (1/6/2021). County may refuse to pay for any product or service for which Subrecipient does not timely invoice the County.
 - 5.4. Content of Invoices. Subrecipient will include detailed documentation in support of its invoices and assign each amount billed to an appropriate line item. Each monthly request for reimbursement must:
 - 5.4.1. Have a unique invoice number
 - 5.4.2. Reference this Agreement number.
 - 5.4.3. Be approved and signed by the person(s) that prepared the request and an authorized manager, supervisor or executive of the Subrecipient to insure proper internal financial controls.
 - 5.4.4. Be for costs as identified in Exhibit B of this Agreement.
 - 5.4.5. Be accompanied by documentation which must include, but is not limited to:

- 5.4.5.1. A summary report of monthly expenditures by expense categories as shown in the approved budget in Exhibit B of this Agreement.
 - 5.4.5.2. Copies of paid invoices and receipts or cancelled checks (front and back) to support all purchases of goods or services.
 - 5.4.5.3. Detailed travel reports to support all travel expenses if reimbursement is authorized for travel,
 - 5.4.5.4. Any other documentation request by County
 - 5.4.5.5. Be accompanied by signed copy of the Financial Status Report and Request for Funds. County will provide Subrecipient with a form similar to that attached hereto as Exhibit B upon execution of this Agreement.
- 5.5. County may, at its sole discretion:
- 5.5.1. Determine the acceptability and progress of work performed and determine the resulting entitlement to payment of each request for reimbursement.
 - 5.5.2. Liquidate funds available under this Agreement for costs incurred by County on behalf of Subrecipient.
 - 5.5.3. Deny full payment for requests for reimbursement that are submitted to County after the date set forth in Paragraph 5.3. County may deduct its processing costs or delay-related damages in connection with a request for payment submitted after that date.
 - 5.5.4. Deny payment for any request for reimbursement received after December 7, 2020.
- 5.6. Request for final payment for compensation earned and/or eligible costs incurred must meet the requirements set forth in paragraph 5.4 above and include a report summarizing Subrecipient's performance during the term of the Agreement.
- 5.7. No payments will be made to Subrecipient, until all of the following conditions are met:
- 5.8. Subrecipient has completed and submitted a W-9 Taxpayer Identification Number form;
- 5.8.1. Subrecipient has registered as a Pima County Vendor at the Pima County Procurement Vendor Portal:
<http://webcms.pima.gov/cms/One.aspx?portalId=169&pageId=18377>
 - 5.8.2. Adequate and accurate documentation is provided with each request for payment or invoice; and
 - 5.8.3. This Agreement is fully executed.

- 5.9. Any change that increases or decreases the maximum allocated amount or that changes the Scope of Work in any way will require an Agreement amendment. Such change will not be effective, nor will compensation under the change be provided, until the Agreement amendment is fully executed by both parties.
- 5.10. Goods and services provided in excess of the budgeted line item or the maximum allocated amount without prior authorization as set forth in paragraph 5.1 above will be at Agency's own risk.
- 5.11. Invoice Adjustments. County may, at any time question any payment under this Agreement. If County raises a question about the propriety of a past payment, Subrecipient will cooperate with County in reviewing the payment. County may set-off any overpayment against amounts due to Subrecipient under this or any other contract between County and Subrecipient. Subrecipient will promptly pay to County any overpayment that County cannot recover by set-off.
6. **Insurance**. Subrecipient will procure and maintain at its own expense insurance policies (the "**Required Insurance**") satisfying the below requirements (the "**Insurance Requirements**") until all its obligations under this Agreement have been met. The below Insurance Requirements are minimum requirements for this Agreement and in no way limit Subrecipient's indemnity obligations under this Agreement. The County in no way warrants that the required insurance is sufficient to protect the Subrecipient for liabilities that may arise from or relate to this Agreement. If necessary, Subrecipient may obtain commercial umbrella or excess insurance to satisfy the Insurance Requirements.
- 6.1. Insurance Coverages and Limits: Subrecipient will procure and maintain, until all its obligations have been discharged, coverage with limits of liability not less than those stated below. 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.
- 6.1.1. Commercial General Liability (CGL) – Occurrence Form with limits not less than \$2,000,000 Each Occurrence and \$2,000,000 General Aggregate. Policy shall 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, etc. shall be covered by endorsement or separate policy and documented on the Certificates of Insurance.
- 6.1.2. Business Automobile Liability – Coverage for bodily injury and property damage on any owned, leased, hired, and/or non-owned autos assigned to or used in the performance of this Agreement with minimum limits not less than \$1,000,000 Each Accident.
- 6.1.3. Workers' Compensation and Employers' Liability – Statutory coverage for Workers' Compensation. Workers' Compensation statutory coverage is compulsory for employers of one or more employees. Employers Liability

coverage with limits of \$1,000,000 each accident and \$1,000,000 each employee – disease.

- 6.1.4. Professional Liability (E & O) Insurance – This insurance is required for work from professionals whose coverage is excluded from the above CGL policy. The policy limits shall be not less than \$2,000,000 Each Claim and \$2,000,000 Annual Aggregate. The insurance shall cover professional misconduct or negligent acts of anyone performing any services under this Agreement.

6.2. Additional Coverage Requirements:

- 6.2.1. 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 Subrecipient must maintain such coverage for a period of not less than three (3) years following Agreement expiration, termination or cancellation.
- 6.2.2. Additional Insured Endorsement: The General Liability, Business Automobile Liability and Technology E&O Policies shall 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 Subrecipient.
- 6.2.3. Subrogation Endorsement: The General Liability, Business Automobile Liability, Workers' Compensation and Technology E&O Policies shall each contain a waiver of subrogation endorsement in favor of Pima County, and its departments, districts, officials, agents, and employees for losses arising from work performed by or on behalf of the Subrecipient.
- 6.2.4. Primary Insurance Endorsement: The Required Insurance policies must stipulate that they are primary and that any insurance carried by County, or its agents, officials, or employees, is excess and not contributory insurance.
- 6.2.5. The Required Insurance policies may not obligate County to pay any portion of Subrecipient's deductible or Self Insurance Retention (SIR).
- 6.2.6. Subcontractors: Subrecipient must either (a) include all subcontractors as additional insureds under its Required Insurance policies, or (b) require each subcontractor to separately meet all Insurance Requirements and verify that each subcontractor has done so, Subrecipient must furnish, if requested by County, appropriate insurance certificates for each subcontractor. Subrecipient must obtain County's approval of any subcontractor request to modify the Insurance Requirements as to that subcontractor.

6.3. Notice of Cancellation:

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Subrecipient must notify County, within two (2) business days of Subrecipient's receipt of notice from an insurer, if any Required Insurance policy is suspended, voided, or cancelled for any reason. Notice must include the Pima County project or Agreement number and project description.

6.4. Verification of Coverage:

- 6.4.1. Subrecipient must furnish County with a certificate of insurance (valid ACORD form or equivalent approved by Pima County) for each Required Insurance policy, which must specify that the policy has all the required endorsements, and must include the Pima County project or Agreement number and project description. Each certificate must be signed by an authorized representative of the insurer.
- 6.4.2. County may at any time require Subrecipient to provide a complete copy of any Required Insurance policy or endorsement. Note: Subrecipients for larger projects must provide actual copies of the additional insured and subrogation endorsements.
- 6.4.3. Subrecipient must provide the certificates to County before work commences. Each Required Insurance policy must be in effect at least 10 days before work under this Agreement commences. Subrecipient must provide County a renewal certificate not less than 15 days prior to a Required Insurance policy's expiration date. Failure to maintain the Required Insurance policies, or to provide evidence of renewal, is a material breach of contract.
- 6.4.4. All insurance certificates must be sent directly to the appropriate County Department.

6.5. Approval and Modifications:

The Pima County Risk Manager may modify the Insurance Requirements at any point during the Term of this Agreement. This can be done administratively, with written notice from the Risk Manager and does not require a formal Agreement amendment. Neither the County's failure to obtain a required insurance certificate or endorsement, the County's failure to object to a non-complying insurance certificate or endorsement, nor the County's receipt of any other information from the Subrecipient, its insurance broker(s) and/or insurer(s), constitutes a waiver of any of the Insurance Requirements.

- 7. **Indemnification.** To the fullest extent permitted by law, Subrecipient will defend, indemnify, and hold harmless County and any related taxing district, and the officials and employees of 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 Subrecipient or any of Subrecipient'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 Subrecipient 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 Subrecipient from and against any and all Claims. Subrecipient is responsible for primary loss investigation, defense and judgment costs for any Claim to which this indemnity applies. This indemnity will survive the expiration or termination of this Agreement.

8. Laws and Regulations.

- 8.1. Compliance with Laws. Subrecipient will comply with all federal, state, and local laws, rules, regulations, standards and Executive Orders.
- 8.2. Licensing. Subrecipient warrants that it is appropriately licensed to provide the services under this Agreement and that its subcontractors will be appropriately licensed.
- 8.3. 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 filed and maintained in the appropriate court of the State of Arizona in Pima County.
- 8.4. Compliance with 2 CFR 200. Subrecipient will comply with the requirements of 2 CFR § 200.303 regarding internal controls, 2 C.F.R. §§ 200.330 through 200.332 regarding subrecipient monitoring and management, and subpart F regarding audit requirements.

9. Independent Contractor.

- 9.1. Subrecipient is an independent contractor. Neither Subrecipient, nor any of Subrecipient's officers, agents or employees will be considered an employee of Pima County for any purpose or be entitled to receive any employment-related benefits, or assert any protections, under the Pima County Merit System.
- 9.2. Subrecipient is responsible for paying all federal, state and local taxes on the compensation received by Subrecipient under this Contract and will indemnify and hold County harmless from any and all liability that County may incur because of Subrecipient's failure to pay such taxes.

10. Subrecipients

- 10.1. Subrecipient is fully responsible for all acts and omissions of any subrecipients, and of persons directly or indirectly employed by any subrecipients, and of persons for whose acts any of them may be liable, to the same extent that the Subrecipient is responsible for the acts and omissions of its own employees. Nothing in this Contract 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.

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- 10.2. Subrecipient will not enter into any subawards for any services to be performed under this Agreement without County's prior written approval of the subaward. Subrecipient must follow all applicable Federal, State, and County rules and regulations for obtaining subrecipients.
- 10.3. Prior written approval is not required for the purchase of supplies that are necessary and incidental to Subrecipient's performance under this Agreement.
- 10.4. Subrecipient will be fully responsible for all acts and omissions of any subrecipient and of persons directly or indirectly employed by any subrecipient and of persons for whose acts, any of them, may be liable to the same extent that the Subrecipient is responsible for the acts and omissions of persons directly employed by it. Nothing in this contract will create any obligation on the part of County to pay or see to the payment of any money due any subrecipient, except as may be required by law.
- 10.5. Subrecipient must include the provisions set forth in paragraph 5.4 in all contracts between Subrecipient and its subrecipients providing goods or services pursuant to this Agreement. Subrecipient will be responsible for subrecipients' compliance with that provision and for any disallowances or withholding of reimbursements resulting from noncompliance of said subrecipients with the provision.
11. **Assignment.** Subrecipient may not assign its rights or obligations under this Agreement, in whole or in part, without the County's prior written approval. County may withhold approval at its sole discretion.
12. **Non-Discrimination.** Subrecipient 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. During the performance of this Agreement, Subrecipient 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.
13. **Americans with Disabilities Act.** Subrecipient will comply with Title II of the Americans with Disabilities Act (Public Law 110-325, 42 U.S.C. §§ 12101-12213) and the federal regulations for Title II (28 CFR Part 35).
14. **Authority to Contract.** Subrecipient 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 Subrecipient or any third party by reason of such determination or by reason of this Agreement.
15. **Full and Complete Performance.** The failure of either party to insist, in one or more instances, upon the other party's complete and satisfactory performance under this Agreement, or to take any action based on the other party's failure to completely and satisfactorily perform, is not a waiver of that party's right to insist upon complete and satisfactory performance, or compliance with any other covenant or condition in this

Agreement, 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 is not an accord and satisfaction.

16. **Cancellation for Conflict of Interest.** This Agreement is subject to cancellation for conflict of interest pursuant to A.R.S. § 38-511, the pertinent provisions of which are incorporated into this Agreement by reference.
17. **Termination by County.**
 - 17.1. Without Cause. County may terminate this Agreement at any time without cause by notifying Subrecipient, in writing, at least 30 days before the effective date of the termination. In the event of such termination, County's only obligation to Subrecipient will be payment for services rendered prior to the date of termination.
 - 17.2. With Cause. County may terminate this Agreement at any time without advance notice and without further obligation to County when County finds Subrecipient to be in default of any provision of this Agreement.
 - 17.3. 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 Subrecipient, other than to pay for services rendered prior to termination.
18. **Notice.** Any notice required or permitted to be given under this Agreement must be in writing and be served by personal delivery or by certified mail upon the other party as follows:

County:

Diane Frisch
Director
Pima County Attractions and Tourism
115 North Church Avenue, Suite 221
Tucson, Arizona 85701
520-724-7355

Subrecipient:

Brent DeRaad
President & CEO
Visit Tucson
115 North Church Avenue, Suite 200
Tucson, Arizona 85701
520-770-2149

19. **Non-Exclusive Contract.** Subrecipient 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.
20. **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 is cumulative and in addition to any other right or remedy existing at law or at equity or by virtue of this Agreement.

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21. **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.

22. **Audit Requirements**

22.1. Subrecipient will:

22.1.1. Comply with the applicable provisions of the Audit Requirements for Federal Awards in 2 CFR Part 200, Subpart F.

22.1.2. Establish and maintain a separate, identifiable accounting of all funds provided by County under this Agreement. The accounting must record all expenditures which are used to support invoices and requests for payment from County.

22.1.3. Establish and maintain accounting records which identify the source and application of any funds not provided under this Agreement used to support these Agreement activities.

22.1.4. Ensure that all accounting records meet the requirements of the Federal, State, County, and generally accepted accounting principles laws and regulations.

22.1.5. Upon written notice from County, provide a program-specific or financial audit. Such notice from County will specify the period to be covered by the audit, the type of audit and the deadline for completion and submission of the audit.

22.1.6. Assure that any audit conducted pursuant to this Agreement is performed by a qualified, independent accounting firm and submitted to County within six (6) months of completion of the audit required pursuant to this Section 21.0, unless a different time is specified by County. The audit submitted must include Subrecipient responses, if any, concerning any audit findings.

22.1.7. Pay all costs for any audit required or requested pursuant to this Section 22.0,.

22.2. Subrecipient status:

22.2.1. If Subrecipient is a "nonprofit corporation" that meets the definition of "corporation" in A.R.S. 10-3140, Subrecipient will comply with the applicable audit requirements set forth in A.R.S. 11-624, "Audit of Non-Profit Corporations Receiving County Monies."

22.2.2. If Subrecipient meets or exceeds the single audit threshold set forth in 2 C.F.R. Part 200, Subrecipient will comply with federal single audit requirements and, upon request from County, provide County with a copy of the required audit document within ninety (90) days following the end of Subrecipient's fiscal year.

22.3. Subrecipient must timely submit the required or requested audit(s) to:

Pima County Grants Management and Innovation
130 West Congress St, 3rd floor
Tucson, Arizona 85701

23. **Public Records.**

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23.1. **Disclosure.** Pursuant to A.R.S. § 39-121 et seq., this Agreement and all documents related to this Agreement are public records. As such, those documents are subject to release and/or review by the general public upon request, including competitors.

23.2. **Records Marked Confidential; Notice and Protective Order.** If Subrecipient reasonably believes that some of those records contain proprietary, trade-secret or otherwise-confidential information, Subrecipient must prominently mark those records "CONFIDENTIAL." In the event a public-records request is submitted to County for records marked CONFIDENTIAL, County will notify Subrecipient of the request as soon as reasonably possible. County will release the records 10 business days after the date of that notice, unless Subrecipient has, within that period, secured an appropriate order from a court of competent jurisdiction, enjoining the release of the records. 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.

24. **Legal Arizona Workers Act Compliance.**

24.1. Compliance with Immigration Laws. Subrecipient hereby warrants that it will at all times during the term of this Agreement comply with all federal immigration laws applicable to its employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Subrecipient will further ensure that each subcontractor who performs any work for Subrecipient under this Agreement likewise complies with the State and Federal Immigration Laws.

24.2. Books & Records. County has the right at any time to inspect the books and records of Subrecipient and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

24.3. Remedies for Breach of Warranty. Any breach of Subrecipient'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 Subrecipient 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, Subrecipient 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 Subrecipient.

24.4. Subcontractors. Subrecipient will advise each subcontractor of County's rights, and the subcontractor's obligations, under this Section 24 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 is a material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract."

25. **Amendment.** The parties may modify, amend, alter or extend this Agreement only by a written amendment signed by the parties.
26. **Entire Agreement.** This document constitutes the entire agreement between the parties pertaining to the subject matter it addresses, and this Agreement supersedes all prior or contemporaneous agreements and understandings, oral or written.

[Remainder of page intentionally left blank]

This agreement will become effective when all parties have signed it. The effective date of the Agreement will be the date this Agreement is signed by the last party (as indicated by the date associated with that party's signature).

PIMA COUNTY

Chairman, Board of Supervisors

Date

ATTEST

Clerk of the Board

Date

APPROVED AS TO FORM



Deputy County Attorney

Regina L. Nassen
Print DCA Name

September 10, 2020
Date

SUBRECIPIENT



Authorized Officer Signature

Brent DeRaad, President & CEO
Printed Name and Title

9/10/2020
Date

APPROVED AS TO CONTENT



Department Head

09/10/2020
Date

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Exhibit A (2 pages)

Scope of Services

As a result of the COVID-19 pandemic crisis, Southern Arizona and Pima County have experienced an enormous loss of tourism-related spending to all areas of our economy. Lodging, restaurants, and area attractions were forced to close while sporting events, conventions and large-scale festivals and celebrations; a major draw of tourism to Pima County were postponed or cancelled due to travel restrictions. Over all, travel spending has decreased 58% this year over last year and revenues to Pima County are down \$8.8 million. As Pima County's designated marketing organization, (DMO) Visit Tucson is positioned to actively market, promote and advertise the safe return of tourism and visitors to Southern Arizona and Pima County ("Tourism COVID Recovery Campaign").

The Visit Tucson staff will implement the Tucson COVID Recovery Campaign with oversight and input from the Pima County Attractions and Tourism office.

The primary work of the Visit Tucson Tourism COVID Recovery Campaign shall be:

1. Place paid advertising via digital, print, social media, outdoor billboards, radio and other mediums to return visitors to Southern Arizona and Pima County. Emphasis should be placed on drive and top feeder markets to Southern Arizona and Pima County. This could include the Mexico and Canadian markets should the borders open for non-essential (leisure) travel. Elements of campaigns should include but not be limited to area attractions, outdoor activities, UNESCO City of Gastronomy/dining, and lodging. Safety messaging to instill tourist confidence to resume travel to Southern Arizona and Pima County will be included when appropriate.
2. Hire a Public Relations firm with expertise to promote Tucson's travel attributes and safety protocols to/in national travel publications, newspapers and meetings and travel trade publications.
3. Shoot, produce and edit video footage as needed for promotional campaigns and messaging to highlight our county's attributes. Pima County to retain rights to video footage for use in future promotion as allowed/needed.
4. Pay Trade Show and conference participation fees and sponsorships (both live and virtual) that reach meeting planners, sports and event organizers, tour operators, travel agents and travel media.
5. Selective reimbursement of site visit fees for meeting planners, sports event operators, film professionals and decision makers booking business in Southern Arizona and Pima County.
6. Communicate Southern Arizona and Pima County's safety protocols through Cvent meetings' lead platform to build confidence in return of tourism and meetings and events.

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Eligible expenses for reimbursement to Visit Tucson include fees paid to outside vendors with expertise in media placement, public relations and video production as needed to develop the campaigns within the placement deadlines.

Subrecipient shall provide

Deliverables:

1. Documentation of all expenses incurred to provide services as outlined in scope of services above including invoice detail provided on Payment and Reimbursement Exhibit B
2. Provide copies of all placed media including creative, placement and sponsorship details.
3. Provide a written project wrap report by December 30th to include discussion of elements of the campaign including but not limited to tourism measurement numbers, (social engagement, occupancy numbers, and competitive market comparison rankings.

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Exhibit B (1 page) **Payment and Reimbursement**

PIMA COUNTY INVOICE REQUEST **Grants Management and Innovation-Corona Virus Relief Fund**

Invoice For The Month Of _____, 2020

PLEASE SEND INVOICE TO THE ATTENTION OF: Grants Management & Innovation Attn: Maggie Crowdes 110 W Congress 4th Floor Tucson, AZ 85701 maggie.crowdes@pima.gov	AGENCY INVOICE INFORMATION: <div style="border: 1px solid black; height: 40px;"></div>	FEDERAL FUNDING INFORMATION: 2020 CARES Act Coronavirus Relief Fund INV DATE: _____ PROGRAM NAME: <u>Puckias and Assume Tourism to Pima County Following COVID</u> INVOICE # _____ CFDA # _____
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APPROVED BUDGET & BILLING DETAILS (10/30/20 - 06/30/21)

PAYMENT TERMS: Net 30 Days	APPROVED BUDGET	Oct-20 Billed Amt	Nov-20 Billed Amt	Dec-20 Billed Amt	Jan-21 Billed Amt	Feb-21 Billed Amt	Mar-21 Billed Amt	Apr-21 Billed Amt	May-21 Billed Amt	Jun-21 Billed Amt	YEAR TO DATE TOTALS	BALANCE REMAINING
											-	-
											-	-
											-	-
											-	-
											-	-
TOTAL CONTRACT BILLING											-	-

By signing this report, I certify that to the best of my knowledge: (1) the information reported represents actual receipts and actual expenditures which have been incurred in accordance with the agreement for management and implementation of the contracted program and are based on official accounting records and supporting documents which will be maintained by us for purposes of audit; and (2) the report is true, complete and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 2001 and Title 31, Sections 3729-3730 and 3801-3812).

REQUIRED SUBRECIPIENT SIGNATURES:

Agency Preparer Signature - please print & sign _____ _____ Date: _____	Contact Phone Num/Ext _____	Agency Authorized Approver Signature - please print & sign _____ _____ Date: _____	Contact Phone Num/Ext _____
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FOR PIMA COUNTY USE ONLY		
Date bill rcvd/Initials _____	Date rcvd for corrections/Initials _____	Date rcvd & submitted for payment/Initials _____

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