



BOARD OF SUPERVISORS AGENDA ITEM REPORT
CONTRACTS / AWARDS / GRANTS

Award Contract Grant

Requested Board Meeting Date: August 21, 2017

* = Mandatory, information must be provided

or Procurement Director Award

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

Santa Cruz Valley Heritage Alliance 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:**

Funding Agreement E 36.1 (see attached Memo from County Administrator C.H. Huckelberry)

***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

TO: COB 8-8-17 (2)
vers.: 1
pgs.: 8

Contract / Award Information

Document Type: CT Department Code: ED Contract Number (i.e., 15-123): 18-035

Effective Date: 08-21-17 Termination Date: 06-30-2018 Prior Contract Number (Synergen/CMS): _____

Expense Amount: \$* 5,000.00 Revenue Amount: \$ _____

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

GENERAL FUND

Funding from General Fund? Yes No If Yes \$ 5,000.00 % _____

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

***Is the Contract to a vendor or subrecipient?** VENDOR

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: Aurora Hernandez

Department: Attractions & Tourism Telephone: 724-7356

Department Director Signature/Date: [Signature] 8/7/17

Deputy County Administrator Signature/Date: [Signature] 8/7/2017

County Administrator Signature/Date: [Signature] 8/7/17
(Required for Board Agenda/Addendum Items)



PIMA COUNTY
ATTRACTIONS AND TOURISM


MEMORANDUM

To: C.H. Huckelberry
County Administrator

From: Catherine Strickland
Marketing Program Manager, Attractions & Tourism
Tucson City of Gastronomy Board Member

Date: May 1, 2017

Re: Funding for the Tucson City of Gastronomy Board

C: Jan Leshner 
Chief Deputy County Administrator


The newly formed Tucson City of Gastronomy Board has requested \$5,000 to help seed its initial budget to develop and execute a three-year strategic plan (Attachments C & D). The budget and strategic plan are both part of UNESCO's requirements to manage and maintain their December 11, 2015, designation wherein Tucson was named the first City of Gastronomy in the U.S.

I have attached a letter from Jonathan Mabry, the City of Tucson's Coordinator for the UNESCO City of Gastronomy, with an update on the economic impact of the designation to our region. The positive impact on Tucson's travel media coverage has helped stimulate the tourism economic sector to grow faster than the overall economy—just one of many positive indicators from the designation.

To ensure that the community continues to receive these benefits and to fulfill UNESCO's requirements for managing the designation, the Gastronomy Board relies on commitments of annual funding from the City of Tucson, Pima County, and other local organizations. To date, the City of Tucson, Visit Tucson, and University of Arizona have pledged support at \$5,000 per year.

I recommend that the County fund the Gastronomy Board with a \$5,000 commitment for FY 2017-18, from the general fund, and that the successive years be processed through our department's outside agency funding program.

It is a privilege to participate on this Board and I look forward to what we will accomplish for the community together. Thank you for your consideration.


C.H. Huckelberry
Pima County Administrator

Date

Attachments.

Three Year Strategic Plan (2017-2019) for the Non-Profit 'Tucson City of Gastronomy.'
(Draft 3-15-16)

GOALS & ACTION ITEMS

- Develop criteria for TCOG logo/name use and promote those projects/events/enterprises/etc.
- Develop criteria/fees/benefits for business membership program and promote those businesses.
- Collaborate with Visit Tucson to develop TCOG tourism itineraries and materials.
- Develop a strategic plan for annual food festivals.
- Collaborate with UA, COT, Pima County, and other organizations to co-host food-related conferences that exchange knowledge and stimulate the local economy.
- Develop a regional food brand that adds value to heritage food ingredients and artisanal food products.
- Promote and support institutional food purchasing policies that improve nutrition in schools in ways that benefit local food producers and processors.
- Organize exchanges and collaborations with other Cities of Gastronomy (COGs) that share best practices; support connections across sectors; promote local food products, businesses, organizations, programs, etc.; and implement the priority areas in a Memorandum of Agreement among COGs.
- Collaborate with Edible Baja Arizona on annual awards and media coverage to recognize innovative/transformational food-related projects, programs, organizations, initiatives, individuals.
- Provide financial support for TCOG participation in UCCN annual conference and exchanges with other COGs.
- Provide promotional, technical, and financial support for food events and projects.
- Collaborate with the UA Center for Regional Food Studies to track changes in Tucson's food system and prepare required reports to UNESCO.
- Build budget capacity to support participation in conferences and exchanges, hire full-time staff, and support community food events and projects.

ATTACHMENT D: Three-Year Budget for the Non-Profit 'Tucson City of Gastronomy' (Working Draft, April 2017)

	2017	2018	2019
Income			
Fundraising			
Events			
Various	\$3,000	\$6,000	\$9,000
Harvest Dinner	\$25,000	\$25,000	\$25,000
Donations	\$3,000	\$5,000	\$8,000
Memberships			
Individual	\$2,500 \$25 x 100	\$6,000 \$30 x 200	\$9,000 \$30 x 300
Business	\$6,000 \$200 x 30	\$10,000 \$200 x 50	\$15,000 \$200 x 75
Revenue			
Merchandise sales	\$2,000	\$4,000	\$6,000
Tours	\$1,000	\$2,000	\$4,000
Fees for logo use	\$2,000	\$4,000	\$6,000
Fees for food brand		\$4,000 \$200 x 20	\$10,000 \$200 x 50
Grants			
City of Tucson	\$5,000	\$5,000	\$5,000
Pima County	\$5,000	\$5,000	\$5,000
Visit Tucson	\$5,000	\$5,000	\$5,000
UA	\$5,000	\$5,000	\$5,000
Marana	\$2,500	\$2,500	\$2,500
Oro Valley	\$2,500	\$2,500	\$2,500
Metro Chamber	\$2,000	\$2,000	\$2,000
TOTAL Income	\$71,500	\$93,000	\$119,000
Expenses			
Supplies	\$100	\$200	\$200
Printing	\$2,000	\$2,000	\$2,000
Postage	\$500	\$500	\$500
P.O. Box	\$100	\$100	\$100
Website fees	\$2,000	\$2,000	\$2,000

E-Newsletter/Social media	\$600		\$600		\$600	
Marketing	\$1,500		\$2,500		\$3,000	
Fundraising	\$6,000		\$8,000		\$10,000	
Cost of goods sold	\$1,000		\$2,000		\$3,000	
Accountant fees	\$1,000		\$1,000		\$1,000	
Board liability insurance	\$1,500		\$1,500		\$1,500	
Part time consultant	\$13,000	\$25/hr x 520 hrs	\$26,000	\$25/hr x 1040 hrs	\$26,000	\$25/hr x 1040 hrs
Travel						
UCCN Conference						
City representative	\$500		\$2,500		\$2,500	
Other board members			\$2,500		\$2,500	
COG Exchanges	\$2,000		\$4,000		\$4,000	
Support for events/projects			\$3,000		\$4,000	
Annual awards	\$5,000		\$5,000		\$5,000	
Food brand development			\$4,000		\$2,000	
Food festivals strategic plan	\$2,000					
Board retreats	\$1,000				\$1,000	
TOTAL Expenses	\$39,800		\$67,400		\$70,900	
Net Income	\$31,700		\$25,600		\$48,100	

TOTAL Net	\$105,400
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PIMA COUNTY ATTRACTIONS & TOURISM DEPARTMENT		
PROJECT:	Support for Tucson City of Gastronomy	CONTRACT
CONTRACTOR:	Santa Cruz Valley Heritage Alliance dba Tucson City of Gastronomy	NO. <u>CT-ED-18-035</u>
CONTRACT NO.:	CT ED 1800000 00000 00000035	AMENDMENT NO. _____
AMOUNT:	\$5,000.00	This number must appear on all invoices, correspondence and documents pertaining to this contract.

1. Parties, Background and Purpose:

- 1.1 Parties: this contract is between **Pima County**, a body politic and corporate of the State of Arizona ("County") and **Santa Cruz Valley Heritage Alliance dba Tucson City of Gastronomy** (TCOG) a non-profit corporation ("Contractor").
- 1.2 Purpose: County will provide funding to Contractor to defray costs related to the provision of services by the Contractor for the benefit of the public.

2. Term: This Contract is effective on August 21, 2017 and terminates on June 30, 2018.

3. Compensation and Payment: County will provide a maximum of Five Thousand Dollars (\$5,000.00) to Contractor.

4. Scope of Services:

- Develop criteria for TCOG logo and name usage among enterprises interested in using the TCOG/UNESCO brand to promote their business, programs and/or events.
- Develop criteria for fees, benefits for business membership program and promote those businesses.
- Collaborate with Visit Tucson to develop TCOG tourism itineraries and materials.
- Develop a strategic plan for annual food festivals.
- Collaborate with University of Arizona (UA), City of Tucson (COT), Pima County and other organizations to co-host food-related conferences that exchange knowledge and stimulate the local economy.
- Develop a regional food brand that adds value to heritage food ingredients and artisanal food products.

- Promote and support institutional food purchasing policies that improve nutrition in schools in ways that benefit local food producers and processors.
- Organize exchanges and collaborations with other Cities of Gastronomy (COGs) that share best practices; support connections across sectors; promote local food products, businesses, organizations, programs; and implement the priority areas in a Memorandum of Agreement among COGs.
- Collaborate with Edible Baja Arizona on annual awards and media coverage to recognize innovative-transformative food related projects, programs, organizations, initiatives and individuals.
- Provide financial support for TCOG participation in Unesco Creative Cities Network (UCCN) annual conference and exchanges with other COGs.
- Provide promotional, technical, and financial support for food events and projects.
- Collaborate with the UA Center for Regional Food Studies to track changes in Tucson's food system and prepare required reports to United Nations Education Scientific and Cultural Organizations (UNESCO).
- Build budget capacity to support participation in conferences and exchanges, hire full time staff, and support community food events and projects. **(Exhibit A Proposed Budget)**

5. **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 of each of them (collectively "Indemnitee") 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 cause, 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 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 Indemnitee will, in all instances, except for Claims arising solely from the act or omissions of the Indemnitee, be indemnified by Contractor from and against any and all Claims. Contractor 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 Contract.

6. **Laws and Regulations.**

6.1 **Compliance with Laws:** Contractor will comply with all federal, state and local laws, rules, regulations, standards and Executive Orders.

- 6.2 Licensing:** Contractor warrants that it is appropriately licensed to provide the services under this Contract and that its subcontractors will be appropriately licensed.
- 6.3 Choice of law/ Venue:** The laws and regulations of the State of Arizona govern the rights and obligations of the parties under this Contract. Any action relating to this Contract must be brought in the appropriate court of the State of Arizona in Pima County.
- 7. Independent Contractor:** Contractor is an independent contractor. Neither Contractor nor any of Contractor'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. Contractor is responsible for paying all federal, state and local taxes on the compensation received by Contractor under this Contract and will indemnify and hold County harmless from any and all liability that County may incur because of Contractor's failure to pay such taxes.
- 8. 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 the Contractor 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.
- 9. Assignment:** Contractor may not assign its rights or obligations under this Contract, in whole or in part, without the County's prior written approval. County may withhold approval at its sole discretion.
- 10. Non-Discrimination:** Contractor 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 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.
- 11. 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.
- 12. Authority to Contract:** Contractor warrants its right and power to enter into this Contract. If any court or administrative agency determines that County does not have authority to enter into this Contract, County will not be liable to Contractor or any third party by reason of such determination or by reason of this Contract.
- 13. Full and Complete Performance:** The failure of either party to insist, in one or more instances, upon the other party's full and complete performance under this Contract, or to take any action based on the other party's failure to fully and completely perform,

is not a waiver or relinquishment of the right to insist upon full and complete performance of the same, or any other covenant or condition, either in the past or in the future. The acceptance by either party of sums less than may be due and owing it at any time is not an accord and satisfaction.

14. Cancellation for Conflict of Interest: This Contract is subject to cancellation for conflict of interest pursuant to A.R.S. § 38-511, the pertinent provision of which are incorporate into this Contract by reference.

15. Notice: Any notice required or permitted to be given under this Contract must be in writing and be served by personal delivery or by certified mail upon the parties as follows:

COUNTY:

Diane Frisch, Director
Pima County Attractions & Tourism Dept.
130 W. Congress, Suite 505
Tucson, AZ 85701

520-724-7353
diane.frisch@pima.gov

CONTRACTOR:

Jonathan Mabry, Vice President
Santa Cruz Valley Heritage Alliance
dba Tucson City of Gastronomy
P.O. Box 561
Tucson, AZ 85702

520-837-6968
jonathan.mabry@tucsonaz.gov

16. Remedies: Either party may pursue any remedies provided by law for the breach of this Contract. 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 Contract.

17. Public Records:

17.1 Disclosure. Pursuant to A.R.S. §39-121 et seq., all documents submitted relevant in the award of this Contract are public records. As such, those documents are subject to release and/or review by the general public upon request.

17.2 Records Marked Confidential: Notice and Protective Order. If Contractor reasonably believes that some of those records contain proprietary, trade secret or otherwise confidential information, Contractor must prominently mark those records "CONFIDENTIAL." In the event a public-records request is submitted to County for records marked CONFIDENTIAL, County will notify Contractor of the request as soon as reasonably possible. County will release the records ten (10) business days after the date of that notice, unless Contractor 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.

18. Legal Arizona Workers Act Compliance:

- 18.1 Compliance with Immigration Laws:** Contractor hereby warrants that it will at all times during the term of this Contract 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"). Contractor will further ensure that each Subcontractor who performs any work for Contractor under this Contract likewise complies with the State and Federal Immigration Laws.
- 18.2 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.
- 18.3 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, is a material breach of this Contract subjecting Contractor to penalties up to and including suspension or termination of this Contract. If the breach is by 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.
- 18.4 Subcontractors:** Contractor will advise each subcontractor of County's rights, and the subcontractor's obligations, under Section 18 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."


- 19. Israel Boycott Certification:** Contractor hereby certifies that it is not currently engaged in, and will not for the duration of this Contract engage in, a boycott of Israel as defined by A.R.S. §35-393.01. Violation of this certification by Contractor may result in action by the County up to and including termination of this Contract.

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

PIMA COUNTY

TUCSON CITY OF GASTRONOMY

Sharon Bronson, Chair Board of Supervisors



Jonathan Mabry, Vice President
Santa Cruz Valley Heritage Alliance
dba: Tucson City of Gastronomy
 7-26-2017

 Date

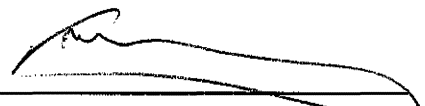
 Date

ATTEST


 Julie Castañeda, Clerk of the Board of Supervisors

APPROVED AS TO FORM

APPROVED AS TO CONTENT



 Tobin Rosen, Deputy County Attorney
 Civil Division



 Diane Frisch, Director, Attractions &
 Tourism

6/28/17

 Date

7/25/17

 Date

EXHIBIT A: Three-Year Budget for the Non-Profit 'Tucson City of Gastronomy' (Working Draft, April 2017)

	2017	2018	2019
Income			
Fundraising			
Events			
Various	\$3,000	\$6,000	\$9,000
Harvest Dinner	\$25,000	\$25,000	\$25,000
Donations	\$3,000	\$5,000	\$8,000
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UA	\$5,000	\$5,000	\$5,000
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Oro Valley	\$2,500	\$2,500	\$2,500
Metro Chamber	\$2,000	\$2,000	\$2,000
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Supplies	\$100	\$200	\$200
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Postage	\$500	\$500	\$500
P.O. Box	\$100	\$100	\$100
Website fees	\$2,000	\$2,000	\$2,000

E-Newsletter/Social media	\$600	\$600	\$600
Marketing	\$1,500	\$2,500	\$3,000
Fundraising	\$6,000	\$8,000	\$10,000
Cost of goods sold	\$1,000	\$2,000	\$3,000
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TOTAL Net \$105,400
