

**PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF APACHE
JUNCTION AND THE APACHE JUNCTION CHAMBER OF COMMERCE FOR
OPERATION OF A LOCAL VISITOR INFORMATION CENTER**

This Agreement is made as of the ____ day of _____ 20____ (the “Effective Date”) by and between the CITY OF APACHE JUNCTION, an Arizona municipal corporation (“City”), and APACHE JUNCTION CHAMBER OF COMMERCE, an Arizona non-profit corporation, (“Consultant”), both of which may be hereinafter referred to collectively as the “Parties” or individually as a “Party”, for professional operational services of a local visitor information center.

RECITALS

A. City desires to retain a consultant to operate a local visitor information center and to make payment for the same in accordance with the terms and conditions set forth in this Agreement, including all attachments and addenda which are appended hereto by mutual agreement of the Parties.

B. The services offered by Consultant are exempt from Article 3-7: Procurement Procedure, § 3-7-7 travel and tourism center or marketing efforts.

C. The Parties last entered into an agreement for professional services from July 1, 2020 through June 30, 2021 for the sum of \$48,000.00.

D. The Parties set forth below contemplated services Consultant will provide City, including payment terms for such services and products.

AGREEMENT

NOW, THEREFORE, in consideration of the Recitals noted above, the mutual covenants and conditions below, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **CONSULTANT’S DUTIES:** Consultant agrees to perform the professional services detailed in the Scope of Work in Exhibit A.

2. **COMPENSATION:** In accordance with the terms and conditions of this Agreement, City shall compensate Consultant for professional services in an amount not to exceed \$155,831.00, in accordance with the Fee and Quarterly Reporting Schedule set forth in Exhibit B. If the Parties exercise their extension options in Section 4 below, the amount for each year shall be \$56,154.00 for FY24/25 and \$58,400.00 for FY25/26.

3. **CONSULTANT BILLING:** Consultant shall bill City on a time and expense basis in a total amount not to exceed Section 2 above. City shall pay such billings within thirty (30) calendar days of the date of receipt.

4. **TERM/RENEWAL:** The term of this Agreement is July 1, 2021 through June 30, 2024. Following the initial term, the Parties may agree to extend this agreement up to two (2) additional one-year automatic periods.

5. **CITY'S STANDARD OF PERFORMANCE:** City shall furnish Consultant with all data, information and other supporting services specified in Exhibit A.

6. **CONSULTANT'S STANDARD OF PERFORMANCE:** While performing the services, Consultant shall exercise the reasonable professional care and skill customarily exercised by reputable members of Consultant's profession practicing in the Phoenix Metropolitan Area, and shall use reasonable diligence and best judgment while exercising its professional skill and expertise. Consultant shall be responsible for all errors and omissions Consultant commits in the performance of this Agreement.

7. **NOTICES:** All notices to the a Party required under this Agreement shall be in writing and sent by first class certified mail, postage prepaid, return receipt requested, addressed to the following:

If to City: City of Apache Junction
Bryant Powell, City Manager
300 East Superstition Boulevard
Apache Junction, AZ 85119

If to Consultant: Apache Junction Chamber of Commerce
Denise Hart, President/CEO
567 West Apache Trail
PO Box 1747
Apache Junction, AZ 85117-1147

8. **INSURANCE:** Consultant, at its own expense, shall purchase and maintain the herein stipulated minimum insurance with companies duly licensed, possessing a current A.M. Best, Inc. Rating of B++6, or approved unlicensed in the State of Arizona with policies and forms satisfactory to City.

All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Agreement is satisfactorily completed and formally accepted; failure to do so may, at the sole discretion of City, constitute a material breach of this Agreement.

Consultant's insurance shall be primary insurance as respects the City, and any insurance or self-insurance maintained by City shall not contribute to it.

Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect coverage afforded under the insurance policies to protect City.

The insurance policies, except Workers' Compensation, shall contain a waiver of transfer rights of recovery (subrogation) against City, its agents, officers, officials and employees for any claims arising out of Contractor's acts, errors, mistakes, omissions, work or service.

The insurance policies may provide coverage which contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to City under such policies. Consultant shall be solely responsible for the deductible and/or self retention and City, at its option, may require Consultant to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

City reserves the right to request and to receive, within ten (10) working days, certified copies of any or all of the herein required insurance policies and/or endorsements. City shall not be obligated, however, to review same or to advise Consultant of any deficiencies in such policies and endorsements, and such receipt shall not relieve Consultant from, or be deemed a waiver of, City's right to insist on strict fulfillment of Consultant's obligations under this Agreement.

The insurance policies, except Workers' Compensation and Professional Liability, required by this Agreement, shall name City, its agents, officers, officials and employees as Additional Insureds.

REQUIRED COVERAGE

Commercial General Liability

Consultant shall maintain Commercial General Liability insurance with a limit of not less than \$1,000,000 for each occurrence with a \$2,000,000 Products/Completed Operations Aggregate and a \$2,000,000 General Aggregate limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage including, but not limited to, the liability assumed under the indemnification provisions of this Agreement, which coverage will be at least as broad as that on Insurance Service Office, Inc. Policy Form No. CG 00011093, or the equivalent thereof.

Such policy shall contain a severability of interest provision, and shall not contain a sunset provision or commutation clause, nor any provision which would serve to limit third party action over claims.

The Commercial General Liability additional insured endorsement shall be at least as broad as the Insurance Service Office, Inc.'s Additional Insured, Form B, CG 20101185, or the equivalent thereof, and shall include coverage for Consultant's operations and products and completed operations.

If required by this Agreement, if Consultant sublets any part of the work, services or operations, Consultant shall purchase and maintain, at all times during prosecution of the work, services or operations under this Agreement, an Owner and Consultant's Protective Liability insurance policy for bodily injury and property damage, including death, which may arise in the prosecution of Consultant's work, service or operations under this Agreement. Coverage shall be on an occurrence basis with a limit not less than \$1,000,000 per occurrence, and the policy shall be issued by the same insurance company that issues Consultant's Commercial General Liability insurance.

Automobile Liability

Consultant shall maintain Commercial/Business Automobile Liability insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000 each occurrence with respect to Consultant's owned, hired, and non-owned vehicles assigned to or used in performance of Consultant's work. Coverage will be at least as broad as coverage code 1, "any auto", (Insurance Service Office, Inc. Policy Form CA 00011293, or the equivalent thereof). Such insurance shall include coverage for loading and off loading hazards. If hazardous substances, materials or wastes are to be transported, MCS 90 endorsement shall be included and \$5,000,000 per accident limits for bodily injury and property damage shall apply.

Workers' Compensation

Consultant shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Consultant's employees engaged in the performance of the work or services; and, Employer's Liability insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee, and \$500,000 disease policy limit.

By execution of this Agreement, Consultant certifies as follows:

"I am aware and understand the provisions of A.R.S. § 23-900 *et seq.* which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of this chapter, and I will comply with such provisions before commencing the performance of the work of this Agreement."

If Consultant has no employees for whom workers' compensation insurance is required, Consultant shall submit a declaration or affidavit to City so stating and covenanting to obtain such insurance if and when Consultant employs any employees subject to coverage.

In case any work is subcontracted, Consultant will require subcontractors to provide Workers' Compensation and Employer's Liability insurance to at least the same extent as required of Consultant.

Professional Liability

Consultant retained by City to provide the work or service required by this Agreement will maintain Professional Liability insurance covering acts, errors, mistakes and omissions arising out of the work or services performed by Consultant, or any person employed by Consultant, with a limit of not less than \$1,000,000 each claim.

Certificates of Insurance

Prior to commencing work or services under this Agreement, Consultant shall furnish City with Certificates of Insurance, or formal endorsements as required by the Agreement, issued by Consultant's insurer(s), as evidence that policies providing the required coverages, conditions and limits required by this Agreement are in full force and effect. The form of the certificates of insurance and endorsements shall be subject to the approval of the Apache Junction City Attorney's Office, shall comply with the terms of this Agreement, and shall be issued and delivered to City Attorney, City of Apache Junction, 300 East Superstition Boulevard, Apache Junction, AZ 85119.

In the event any insurance policies required by this Agreement are written on a "claims made" basis, coverage shall extend for two (2) years past completion and acceptance of Consultant's work or services and as evidenced by annual Certificates of Insurance.

If a policy does expire during the life of the Agreement, a renewal certificate must be sent to City thirty (30) calendar days prior to the expiration date.

All Certificates of Insurance shall be identified with bid serial number and title. Policies or certificates and completed forms of City's Additional Insured Endorsement (or a substantially equivalent insurance company form acceptable to the City Attorney) evidencing the coverage required by this section shall be filed with the City and shall include the City as an additional insured. The policy or policies shall be in the usual form of a public liability insurance, but shall also include the following provision:

“Solely as respects work done by or on behalf of the named insured for the City of Apache Junction, it is agreed that the City of Apache Junction and its officers and employees are added as additional insureds under this policy.”

Insurance required herein shall not expire, be canceled, or materially changed without thirty (30) calendar days’ prior written notice to City.

9. APPLICABLE LAW AND VENUE: The terms and conditions of this Agreement shall be governed by and interpreted in accordance with the laws of the State of Arizona. Any action at law or in equity brought by either party for the purpose of enforcing a right or rights provided for in this Agreement, shall be tried in a court of competent jurisdiction in Pinal County, State of Arizona. The parties hereby waive all provisions of law providing for a change of venue in such proceeding to any other county. In the event either party shall bring suit to enforce any term of this Agreement or to recover any damages for and on account of the breach of any term or condition in this Agreement, it is mutually agreed that the prevailing party in such action shall recover all costs including: all litigation and appeal expenses, collection expenses, reasonable attorneys’ fees, necessary witness fees and court costs to be determined by the court in such action.

10. FORCE MAJEURE: Neither City nor Consultant, as the case may be, shall be considered not to have performed its obligations under this Agreement in the event of enforced delay (an “Enforced Delay”) due to causes beyond its control and without its fault or negligence or failure to comply with applicable laws, including, but not restricted to, acts of God, fires, floods, epidemics, pandemics, quarantine, restrictions, embargoes, labor disputes, and unusually severe weather or the delays of subcontractors or materialmen due to such causes, acts of a public enemy, war, terrorism or act of terror (including but not limited to bio-terrorism or eco-terrorism), nuclear radiation, blockade, insurrection, riot, labor strike or interruption, extortion, sabotage, or similar occurrence or any exercise of the power of eminent domain of any governmental body on behalf of any public entity, or a declaration of moratorium or similar hiatus (whether permanent or temporary) by any public entity directly affecting the obligations under this Agreement. In no event will Enforced Delay include any delay resulting from unavailability for any reason of labor shortages, or the unavailability for any reason of particular Consultants, subcontractors, vendors or investors desired by Consultant in connection with the obligations under this Agreement. Consultant agrees that Consultant alone will bear all risks of delay which are not Enforced Delay. In the event of the occurrence of any such Enforced Delay, the time or times for performance of the obligations of the Party claiming delay shall be extended for a period of the Enforced Delay; provided, however, that the Party seeking the benefit of the provisions of this Section shall, within thirty (30) calendar days after such Party knows or should know of any such Enforced Delay, first notify the other Party of the specific delay in writing and claim the right to an extension for the period of the Enforced

Delay; and provided further that in no event shall a period of Enforced Delay exceed ninety (90) calendar days.

11. **TERMINATION:** This Agreement or any extension may be terminated by either Party for any reason upon one hundred twenty (120) days written notice. If this Agreement or any extension is terminated, City shall be reimbursed from Consultant the amount paid for any undelivered and/or unaccepted products or services. Upon termination, City agrees to pay for all delivered, accepted, and properly invoiced services that were provided up to the announced Termination Date.

12. **INDEMNIFICATION:** To the fullest extent permitted by law, Consultant shall defend, indemnify and hold harmless City, its elected and appointed officers, officials, agents, and employees from and against any and all liability including but not limited to demands, claims, actions, fees, costs and expenses, including attorney and expert witness fees, arising from or connected with, or alleged to have arisen from or connected with, relating to, arising out of, or alleged to have resulted from the acts, errors, mistakes, omissions, Work or services of Consultant, its agents, employees, or any tier of Consultant's subconsultant in the performance of this Agreement, but only to the extent caused by the negligence, recklessness or intentional wrongful conduct of Consultant or its subconsultants in the performance of this Agreement or any subcontract, but only to the extent caused by the negligence, recklessness or intentional wrongful conduct of Consultant or its subconsultant in the performance of this Agreement or any subcontract. Consultant's duty to defend, hold harmless and indemnify City, its special districts, elected and appointed officers, officials, agents, and employees shall arise in connection with any tortious claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property including loss of use resulting therefrom, caused by an Consultant's acts, errors, mistakes, omissions, work or services in the performance of this Agreement including any employee of Consultant, any tier of Consultant's subconsultant or any other person for whose acts, errors, mistakes, omissions, Work or services Consultant may be legally liable. The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

13. **TAXES:** Consultant shall pay all license, sales, consumer, transaction privilege, use and other similar taxes for services provided by Consultant which are legally enacted at the time the obligations under this Agreement are performed.

14. **PERMITS & FEES:** Unless otherwise provided in this Agreement, Consultant shall secure and pay for all applicable permits, government fees, licenses and inspections necessary for the proper execution and completion of services which are customarily secured after execution of the Agreement. Consultant shall give all notices and comply with all laws, ordinances, rules,

regulations and lawful orders of any public authority bearing on the performance of the obligations. Consultant represents and warrants that any license necessary to perform the services under this Agreement is current and valid. Consultant understands that the activity described herein constitutes “doing business in the City of Apache Junction” and Consultant agrees to obtain a business license pursuant to Chapter 8 of the Apache Junction City Code, Vol. I, and keep such license current during the term of this Agreement. Consultant also acknowledges that the tax provision of the Apache Junction Tax Code, Chapter 8A, may also apply and if so, shall obtain a transaction privilege license and/or other licenses as may be required by all applicable laws. If there are taxable activities, a business license shall be converted to a transaction privilege tax license by the Consultant through the City of Apache Junction City Clerk’s Office. Further, Consultant agrees to pay all applicable privilege and use taxes that are applicable to the activities, products and services provided under this Agreement.

15. **RECORDS**: Records of Consultant’s labor, payroll, and other costs pertaining to this Agreement shall be kept on a generally recognized accounting basis and made available to City for inspection on request. Consultant shall maintain records for a period of at least two (2) years after termination of this Agreement, and shall make such records available during that retention period for examination or audit by City personnel during regular business hours.

16. **RIGHT OF CITY TO CONTRACT WITH OTHERS**: Nothing in this Agreement shall imply City is obligated to obtain the services described herein with only this particular Consultant.

17. **INDEPENDENT CONTRACTOR**: City and Consultant agree and understand that the relationship between both Parties is that of an independent contractor.

18. **WAIVER OF TERMS AND CONDITIONS**: The failure of City or Consultant to insist in any one or more instances on performance of any of the terms or conditions of this Agreement or to exercise any right or privilege contained herein shall not be considered as thereafter waiving such terms, conditions, rights or privileges, and they shall remain in full force and effect.

19. **COMPLIANCE WITH FEDERAL AND STATE LAWS**: Consultant understands and acknowledges the applicability of the American with Disabilities Act, the Immigration Reform and Control Act of 1986 and the Drug Free Workplace Act of 1989 to the services performed under this Agreement.

As required by A.R.S. § 41-4401, Consultant hereby warrants its compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A). Consultant further warrants that after hiring an employee, Consultant will verify the employment eligibility of the employee through the E-Verify program. If Consultant uses any subcontractors in performance of

services, subcontractors shall warrant their compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A), and subcontractors shall further warrant that after hiring an employee, such subcontractor verifies the employment eligibility of the employee through the E-Verify program. A breach of this warranty shall be deemed a material breach of the Agreement that is subject to penalties up to and including termination of this Agreement. Consultant is subject to a penalty of \$100 per day for the first violation, \$500 per day for the second violation, and \$1,000 per day for the third violation. City at its option may terminate this Agreement after the third violation. Consultant shall not be deemed in material breach of this Agreement if the Consultant and/or subcontractors establish compliance with the employment verification provisions of Sections 274A and 274B of the federal Immigration and Nationality Act and the E-Verify requirements contained in A.R.S. § 23-214(A). City retains the legal right to inspect the papers of any Consultant or subcontractor employee who works under this Agreement to ensure that the Consultant or subcontractor is complying with the warranty. Any inspection will be conducted after reasonable notice and at reasonable times. If state law is amended, the Parties may modify this paragraph consistent with state law.

20. ENTIRE AGREEMENT: This Agreement and any attachments represent the entire agreement between City and Consultant and supersede all prior negotiations, representations or agreements, either express or implied, written or oral. It is mutually understood and agreed that no alteration or variation of the terms and conditions of this Agreement shall be valid unless made in writing and signed by the Parties hereto. Written and signed amendments shall automatically become part of the Supporting Documents, and shall supersede any inconsistent provision therein; provided, however, that any apparent inconsistency shall be resolved, if possible, by construing the provisions as mutually complementary and supplementary.

21. SEVERABILITY: City and Consultant each believe that the execution, delivery and performance of this Agreement are in compliance with all applicable laws. However, in the unlikely event that any provision of this Agreement is declared void or unenforceable (or is construed as requiring City to do any act in violation of any applicable laws, including any constitutional provision, law, regulation, or City Code), such provision shall be deemed severed from this Agreement and this Agreement shall otherwise remain in full force and effect; provided that this Agreement shall retroactively be deemed reformed to the extent reasonably possible in such a manner so that the reformed agreement (and any related agreements effective as of the same date) provide essentially the same rights and benefits (economic and otherwise) to the Parties as if such severance and reformation were not required. Unless prohibited by applicable laws, the Parties further shall perform all acts and execute, acknowledge and/or deliver all amendments, instruments and consents necessary to accomplish and to give effect to the purposes of this Agreement, as reformed.

22. **SUCCESSORS, ASSIGNMENT & DELEGATION:** City and Consultant each bind themselves, their partners, successors, assigns and legal representatives to the other Party hereto and to the partners, successors, assigns and legal representatives of such other Party in respect to all covenants, agreements and obligations contained in this Agreement. Neither Party to the Agreement shall assign the Agreement or sublet it as a whole or delegate the duties hereunder, without the written consent of the other, nor shall Consultant assign any monies due or to become due to it without the previous written consent of City.

23. **ACCURACY OF WORK:** Acceptance of services or work by City shall not relieve Consultant of the responsibility for subsequent correction of any such errors and the clarification of any ambiguities. Consultant shall make all necessary revisions or corrections resulting from errors and omissions on the part of Consultant without additional compensation.

24. **TIME IS OF THE ESSENCE:** Time is of the essence with respect to all provisions in this Agreement. Any delay in performance by either Party shall constitute a material breach of this Agreement.

25. **PROHIBITION TO CONTRACT WITH CONSULTANTS WHO ENGAGE IN BOYCOTT OF THE STATE OF ISRAEL:** The Parties acknowledge A.R.S. §§ 35-393 through 35-393.03, as amended, which forbids public entities from contracting with Consultants who engage in boycotts of the State of Israel. Should Consultant under this Agreement engage in any such boycott against the State of Israel, this Agreement shall be deemed automatically terminated by operation of law. Any such boycott is a material breach of contract.

26. **CONFLICTS OF INTEREST:** This Agreement is subject to, and may be terminated by City in accordance with, the provisions of A.R.S. § 38-511.

27. **POLITICAL ACTIVITIES:** As a service-based company, Consultant is a non-political organization. Consultant's employees are prohibited from engaging in any partisan political activity with respect to candidates for local political office beyond the private expression of personal opinion, registering as a member of a political party, circulating and signing nomination petitions, soliciting any contributions in cash or services to support a candidate, and voting in any special, primary or general election. No board member, officer or employee of Consultant shall solicit any contribution in cash or services from employees to support any candidate for local public office. No board member or officer shall use the name of Consultant, or use their affiliation with Consultant to engage in any partisan political activity of any kind or to solicit any contribution in cash or services to support any candidate for public office. If a board member or officer engages in said activities, they shall make it clear that they are doing so in their personal and private capacity, and are not associated with Consultant in any way, while engaging in said activity. In this section, "local

political office” means the Mayor and Council offices for the City of Apache Junction.

IN WITNESS WHEREOF, Consultant and City have executed this Agreement as of the date first set forth above.

CONSULTANT:

APACHE JUNCTION CHAMBER OF
COMMERCE, an Arizona non-profit
corporation

By: Denise Hart
Its: President/CEO

CITY:

CITY OF APACHE JUNCTION, ARIZONA,
an Arizona municipal corporation

By: Walter “Chip” Wilson
Its: Mayor

ATTEST

Jennifer Pena, City Clerk

APPROVED AS TO FORM:

R. Joel Stern, City Attorney

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing was subscribed and sworn to before me this _____ day of _____, 20____, by Denise Hart as President/CEO of Apache Junction Chamber of Commerce, an Arizona non-profit corporation.

Notary Public

My Commission Expires:

STATE OF ARIZONA)
) ss.
COUNTY OF PINAL)

The foregoing was subscribed and sworn to before me this _____ day of _____, 20____, by Walter "Chip" Wilson, as Mayor of the City of Apache Junction, Arizona, an Arizona municipal corporation.

Notary Public

My Commission Expires:

EXHIBIT A

SCOPE OF WORK

The services to be provided to City shall include the following:

1. Operate a Visitor Information Center ("Center") as approved and under the guidelines of the Arizona Office of Tourism ("AOT") as part of the Arizona Visitor Information Center ("AVIC") Designation Program. (*see Attachment #1*)
2. Submit timely quarterly reports consistent with the customary reports established by the AOT AVIC program and a summarized expense report of direct costs associated with operating the Center. Detailed receipts for any of the expenditures may be requested by City and shall be produced by Consultant within ten (10) working days from receipt of such request.
3. Report at least once annually during the term of the Agreement on the performance of the Center to the mayor and city council. This report will consist of an appearance by Consultant's staff at a City council session (regular or work).
4. Special projects clause: If special needs or opportunities arise related to enhancing visitor services beyond AVIC requirements that Consultant would like City to consider supporting, those requests may be presented for consideration separately from this Agreement. There are no guarantees, expressed or implied, that any such request would be approved or funded by City.

EXHIBIT B

FEE SCHEDULE

In accordance with the terms and conditions of this Agreement, City shall compensate Consultant for its professional services as follows:

- A. Within ten (10) working days following the last day of each fiscal year quarter, Consultant shall submit to City's Economic Development Office reports established by the AOT Guidelines and a summarized expense report of direct costs associated with operating the Center. Consultant agrees to submit to City typed, quality reports.
- B. An aggregate sum:
 - a. 1st Quarter FY 2021/2022, \$12,480.00, subject to council appropriation of funds.
 - b. 2nd Quarter FY 2021/2022, \$12,480.00, subject to council appropriation of funds.
 - c. 3rd Quarter FY 2021/2022, \$12,480.00, subject to council appropriation of funds.
 - d. 4th Quarter FY 2021/2022, \$12,480.00, subject to council appropriation of funds.
 - e. 1st Quarter FY 2022/2023, \$12,979.25, subject to council appropriation of funds.
 - f. 2nd Quarter FY 2022-2023, \$12,979.25, subject to council appropriation of funds.
 - g. 3rd Quarter FY 2022-2023, \$12,979.25, subject to council appropriation of funds.
 - h. 4th Quarter FY 2022-2023, \$12,979.25, subject to council appropriation of funds.
 - i. 1st Quarter FY 2023-2024, \$13,498.50, subject to council appropriation of funds.
 - j. 2nd Quarter FY 2023-2024, \$13,498.50, subject to council appropriation of funds.
 - k. 3rd Quarter FY 2023-2024, \$13,498.50, subject to council appropriation of funds.

- l. 4th Quarter FY 2023-2024, \$13,498.50 subject to council appropriation of funds.**

EXTENSIONS

- m. 1st Quarter FY 2024-2025, \$14,038.50, subject to council appropriation of funds.**
 - n. 2nd Quarter FY 2024-2025, \$14,038.50, subject to council appropriation of funds.**
 - o. 3rd Quarter FY 2024-2025, \$14,038.50, subject to council appropriation of funds.**
 - p. 4th Quarter FY 2024-2025, \$14,038.50, subject to council appropriation of funds.**
 - q. 1st Quarter FY 2025-2026, \$14,600.00, subject to council appropriation of funds.**
 - r. 2nd Quarter FY 2025-2026, \$14,600.00, subject to council appropriation of funds.**
 - s. 3rd Quarter FY 2025-2026, \$14,600.00, subject to council appropriation of funds.**
 - t. 4th Quarter FY 2025-2026, \$14,600.00, subject to council appropriation of funds.**
- C. Notwithstanding the fee arrangements outlined above, City reserves the right to quarterly review Consultant's performance as related to the Scope of Work delineated in Exhibit A of this agreement.**



Arizona Visitor Information Center (AVIC) Designation Program

The Arizona Office of Tourism's (AOT) Arizona Visitor Information Center Designation program was created by AOT, in reference to A.R.S. 41-2305 B8, with the defined purpose to establish a network of officially designated Arizona Visitor Information Centers (AVICs) throughout the state of Arizona.

Primarily operated by local chambers of commerce or convention and visitor bureaus, designated AVICs help promote local Arizona communities as well as regional and statewide attractions, destinations, dining options and hospitality amenities. These information centers often serve as a visitor's first stop, giving communities the opportunity to provide a positive first impression of the surrounding area and Arizona.

Applicants choosing to participate in the program must accept the conditions and guidelines set forth by AOT. AOT will inform participants of any program updates or changes.

Conditions and Guidelines for Obtaining an Official Arizona Visitor Information Center Designation

1. The Designee shall pay a one-time application fee of \$250 and an annual \$100 renewal fee. The \$250 fee shall be payable in one lump sum upon the approval date of the official designation of the Arizona Visitor Information Center (AVIC). The \$100 fee shall be payable in one lump sum on the renewal date of the designated center. Note that if an entity is currently part of AOT's Rural Cooperative Marketing Program, the AVIC one-time application fee is \$125. As of March 2020, AOT has waived the first annual \$100 renewal fee for all AVICs. The fees shall compensate AOT for costs incurred by the production of program material for the designated center. Late payments may cause the Designee to be excluded from AOT marketing publications and other promotional materials.
2. Once approved, AOT will facilitate a meeting between the Designee and the Arizona Department of Transportation (ADOT) for the construction and placement of local and state street/highway sign(s), such as the blue "Arizona Tourism Information" directional highway signs. The Designee shall provide clear directional highway and street signage to promote the location of the visitor center. Standards for such signs must comply with those established by ADOT. It is the responsibility of the Designee to assure that graffiti

ARIZONA

OFFICE OF TOURISM

is removed from and repairs are made to the signs. Those that are not repairable must be replaced. Highway signage shall be covered until the Designee has met all criteria, passed the initial inspection, received approval from AOT and opened.

3. The Designee shall not receive operational and/or marketing funds from the State of Arizona or AOT for the designated AVIC.
4. The Designee shall make an effort to operate with the support, and preferably the involvement, of the area's principal Destination Marketing Organization (DMO).
5. Any change to the Designee's management or their contact information must be submitted to AOT, in writing within thirty (30) calendar days of the date of the change. Any change in ownership of the facility must be submitted to AOT no less than ninety (90) calendar days in advance of the change. AOT reserves the right to refuse the official designation if new facility management does not comply with AOT's AVIC program conditions and guidelines.
6. The Designee shall be operated from a permanent structure of attractive architectural design at the address provided on Designee Application. The center shall have no less than 500 square feet of public area unless otherwise approved in writing by AOT. An information kiosk, walk-up facility or other similar structures are not considered Official Arizona Local Visitor Information Centers unless approved in writing by AOT.
7. The Designee shall maintain attractively landscaped and clean grounds.
8. The Designee shall not include real estate and time-share sales, telemarketing and other high-pressure sales ventures. Involvement in such ventures shall result in termination of the official designation.



9. The Designee may sell books, souvenirs, cards, gifts, maps, apparel or other merchandise of value and relevance to travelers, so long as merchandise is of good taste and of competitive price to goods sold near the facility.
10. All Designees must be compliant with the Americans with Disabilities Act (ADA) and are subject to all federal laws pertaining to the ADA's most current requirements (www.ada.gov). If the designated center qualifies for ADA's historic building exceptions, the Designee must notify AOT during the application process.
11. The Designee shall have adequate restroom facilities available for public use, including people with disabilities. The restrooms shall be ADA compliant and must be properly maintained. If the designated center qualifies for ADA's historic building exceptions, the Designee must notify AOT during the application process.
12. Except for the Thanksgiving, Christmas Day and New Year's Day holidays, the Designee shall be open seven days a week. Each center must be open and staffed a minimum of 40 hours per week. Hours of operation will be determined by Designee. Hours of operation must be clearly posted. Any exceptions or changes to these hours of operation must be approved in advance by AOT.
13. The Designee shall have available adequate parking with facilities for bus, recreational and other oversized vehicles when possible. A minimum of five-paved parking spaces must be available for visitors' usage, with at least one parking space designated "Wheelchair Accessible". If your parking lot has more than 26 parking spaces, ADA requirements change and must be met. (www.ada.gov).
14. The Designee shall display marketing material signifying that they are an Official Arizona Local Visitor Information Center. The marketing material shall be prominently displayed on the interior and/or exterior of the designated center. AOT will provide the following marketing material: two (2) laminated Arizona state maps, dry-erase markers and



erasers, two (2) identifying window placards and (2) identifying posters. Cost of the marketing material is incorporated into the application fee.

15. The Designee shall display local, state, tribal or federal governmental tourism information, including those produced by AOT, at no cost to the governmental entities. AOT publications will be furnished to the designated center once it has received official designation. Publications will include, but are not limited to, the Official State Travel Guide and the Official State Visitor's Map. Should other publications become available through AOT, all designated centers will be notified. Publications will be disseminated based upon supply and demand.
16. The Designee shall promote all regional tourism related activities and attractions in the surrounding area not just those related to the designee's business.
17. The Designee's personnel shall be trained about Arizona tourism and statewide destinations under guidelines recommended by AOT. AOT shall assist by providing training to the Designee's management, who shall ensure the center's staff is similarly trained.
18. The Designee shall be provided four (4) Arizona Tourism Branded shirts for the designated center's personnel to wear when possible and two (2) Arizona Tourism Branded hats. Cost of the apparel is incorporated into the application fee. The Designee may purchase additional shirts or hats if wanted.
19. The Designee shall provide general Arizona tourist information within the designated center. Displays must include information about traveling within the immediate region, as well as throughout Arizona, and must include state maps, regional maps and brochures, about Arizona travel destinations. The displayed information should equally represent the state in its entirety. Topics for displayed information should include, but not be limited to, attractions, recreation, accommodations, restaurants, retail, transportation and travel



services. No more than ten percent (10%) of the total literature offered may represent non-Arizona entities.

20. Each center must display a large (24" X 30") laminated state map, provided by AOT. Cost is incorporated into a one-time application fee.
21. The Designee shall maintain and report information monthly to AOT including, but not limited to, statistics regarding the number of visitors to the designated center. These monthly visitor numbers shall be submitted to AOT by the 1st business day of the following month. Failure to report this information in a timely manner may result in the exclusion of the designated center in AOT's marketing programs, projects and state tourism publications.
22. The Designee shall be highlighted on AOT's consumer website, VisitArizona.com, Visit Arizona App, the Official State Travel Guide, travel maps and other Arizona Tourism related publications maintained and issued by AOT. The Designee must provide reciprocal promotion of the Visit Arizona website (VisitArizona.com) in advertising, promotional activities, related collateral, on its website and on the physical premises.
23. AOT shall conduct inspections of the designated center, both announced and unannounced. Failure to pass an inspection may result in an additional inspection. Failure to pass a second inspection in a year may result in loss of all program specific benefits (website listing, state travel guide listings, Visit Arizona listing). Designee will be placed on a 60-day probation to fix issues noted in the inspection. Failure to fix issues will result in the loss of designation as an Official Arizona Local Visitor Information Center. If designation is revoked, the Designee must reapply to AOT for reconsideration after six months.
24. Any variation from this plan not approved by AOT shall make the Designation null and void.



For questions or more information about the Arizona Visitor Information Center program, please contact Alix Skelpsa Ridgway, Director of Government and Community Affairs, at 602-364-3697 or via email at aridgway@tourism.az.gov.