



VISIT ARIZONA INITIATIVE (VAI) MARKETING GRANT AGREEMENT
NO. GR-ARPA-11112021-02-005

Between the

STATE OF ARIZONA
ARIZONA OFFICE OF TOURISM

And the

GLENDALE CONVENTION & VISITORS BUREAU

This Grant Agreement (“Agreement”) is entered into by and between the State of Arizona (the “State”), the Arizona Office of Tourism (“AOT”), located at 1110 W. Washington St., #155, Phoenix, AZ 85007 and Visit Glendale - Glendale Convention & Visitors Bureau (“GCVB”) located at 9494 W Maryland Ave, Glendale, AZ 85305.

WHEREAS, A.R.S. § 41-101.01 authorizes the Office of the Governor to execute and administer contracts and is charged with the responsibility of administering the Coronavirus State and Local Fiscal Recovery Funds allocated to the State. The C.F.D.A. number for all activity pursuant to this agreement is 21.027.

WHEREAS, this Agreement is entered into under the authority of A.R.S. §41-2702-2703 and the solicitation waiver issued March 3, 2020 by the Arizona Department of Administration, which authorizes grant agreements.

THEREFORE, it is agreed that the AOT shall provide funding to GCVB for services under the terms of this Agreement.

I. PURPOSE OF AGREEMENT

The purpose of this Agreement is to authorize use and provide funds from the American Rescue Plan Act (“ARPA”) to GCVB to support the tourism industry. The State was significantly impacted by COVID-19, resulting in lost revenue and related jobs. The Visit Arizona Initiative (VAI) Grant Program was created to provide recovery assistance to the State’s tourism industry and funding through this Agreement supports projects that will contribute to that effort.

Under this Agreement, services must be provided by GCVB in compliance with the rules of the ARPA. The most current published rules can be found at: [Treasury’s Interim Final Rule; https://www.govinfo.gov/content/pkg/FR-2021-05-17/pdf/2021-10283.pdf](https://www.govinfo.gov/content/pkg/FR-2021-05-17/pdf/2021-10283.pdf).

II. TERM OF AGREEMENT, TERMINATION AND AMENDMENTS

This Agreement shall be effective November 11, 2021 and shall terminate on November 11, 2023, contingent upon funding.

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Either party may terminate this Agreement at any earlier time by providing written notice to the other party at least thirty (30) calendar days prior to the termination date. AOT agrees that regardless of its termination date of this Agreement, GCVB may use the funds distributed under this Agreement to pay for any unpaid services already provided pursuant to this Agreement or obligated prior to the termination date.

Amendments to this Agreement shall be made in writing signed by both parties.

III. DESCRIPTION OF SERVICES

GCVB shall:

1. Utilize funding to support the approved efforts consistent with the funding provided by the State via the Visit Arizona Initiative (VAI) Grant Program.
2. Maintain an AOT approved tracking of total payments and report to AOT on metrics to be established through discussion between GCVB and AOT as additional ARPA guidance becomes available.
3. Utilize the State's "The Grand Canyon State" logo on all project materials. The logo and the words "The Grand Canyon State" must be legible. Logos are available [HERE](#).

IV. MANNER OF FINANCING

AOT shall:

1. Provide to GCVB \$80,022 upon execution of this Agreement, for costs associated with [services] activities referenced in Attachment A, GCVB's Proposal, incorporated into this Agreement by this reference in its entirety.
2. Transfer any unused funding pursuant to this Agreement at the termination date back to AOT.
3. Use the C.F.D.A. No. is 21.027 for all activity associated with this Agreement.
4. Resolve any questions regarding the appropriate use of the funds by mutual written agreement between GCVB and AOT; provided, that AOT has final say on the appropriate use of funds.

GCVB shall:

1. Resolve questions regarding the appropriate use of the funds by mutual agreement between the GCVB and AOT provided, that AOT has final say on the appropriate use of funds.
2. Use the C.F.D.A. No. is 21.027 for all activity associated with this Agreement.
3. Provide to AOT proof of funding match when requested.

V. REPORTING REQUIREMENTS

GCVB shall submit quarterly programmatic and financial reports to AOT for all expenditures incurred under this Agreement. The report deadlines are set below.

Q3 January 1 - March 31, 2022 (Report Due: April 1, 2022)

Q4 April 1 - June 30, 2022 (Report Due: July 1, 2022)

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Q1 July 1 - September 30, 2022 (Report Due: October 3, 2022)

Q2 October 1 - December 31, 2022 (Report Due: December 30, 2022)

The format for these reports will be developed by AOT with input and direction from the Governor's Office to ensure proper reporting of quantifiable impact metrics as required under Federal guidance and per the executed Inter-State Agreement between AOT and the Governor's Office. Current metrics are based on U.S. Treasury's expenditure category "2.11 Aid to Tourism, Travel or Hospitality" but these may be adjusted and/or other metrics added as needed:

- A. Sector of employer
- B. Purpose of funds
- C. Impact of projects funded

VI. DOCUMENTS INCORPORATED BY REFERENCE

The State's Uniform Terms and Conditions V9_ (Rev 7-1-2013) are incorporated into this document as if fully set forth herein. Copies of the Uniform Terms and Conditions may be accessed [HERE](#). GCVB warrants that it has read and understands the Uniform Terms and Conditions V9_ (Rev 7-1-2013) and agrees to be bound to those applicable provisions by them in their entirety. In the event of any divergence between this Agreement and the Uniform Terms and Conditions, this Agreement shall control.

VII. NON-AVAILABILITY OF FUNDS

In accordance with A.R.S. § 35-154, every payment obligation of AOT under the Agreement is conditioned upon the availability of funds appropriated or allocated for payment of such obligation. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by AOT at the end of the period for which funds are available. No liability shall accrue to AOT in the event this provision is exercised, and AOT shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

VIII. AUDIT

In accordance with A.R.S. § 35-214, GCVB shall retain and shall contractually require each grant recipient and sub-contractor to retain all data, books and other records ("records") relating to this Agreement for a period of five years after completion of the Agreement. All records shall be subject to inspection and audit by the AOT at reasonable times. Upon request, GCVB shall produce the original of any or all such records.

IX. CONFLICT OF INTEREST

In accordance with A.R.S. § 38-511, AOT may within three years after execution cancel the Agreement, without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating the Agreement on behalf of AOT, at any time while the Agreement is in effect, becomes an employee or agent or any other party to the Agreement in any capacity or a consultant to any other party of the Agreement with respect to the matter of the Agreement.

X. INDEMNIFICATION CLAUSE:

GCVB shall indemnify, defend, save and hold harmless the State, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees (hereinafter referred to as “Indemnitee”) from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys’ fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as “Claims”) for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of GCVB or any of its owners, officers, directors, agents, employees or sub-contractors. This indemnity includes any claim or amount arising out of or recovered under the Workers’ Compensation Law or arising out of the failure of GCVB to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by GCVB from and against any and all claims. It is agreed that GCVB recipient will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this Agreement, GCVB agrees to waive all rights of subrogation against the State, its officers, officials, agents and employees for losses arising from the work performed by GCVB for the State.

This indemnity shall not apply if GCVB or sub-contractor(s) is/are an agency, board, commission or university of the State.

XI. INSURANCE REQUIREMENTS PROFESSIONAL SERVICES:

GCVB and sub-contractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Agreement, are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by GCVB, its agents, representatives, employees or sub-contractors.

The insurance requirements herein are minimum requirements for this Agreement and in no way limit the indemnity covenants contained in this Agreement. The State in no way warrants that the minimum limits contained herein are sufficient to protect GCVB from liabilities that might arise out of the performance of the work under this Agreement by GCVB, its agents, representatives, employees or sub-contractors, and GCVB is free to purchase additional insurance.

A. MINIMUM SCOPE AND LIMITS OF INSURANCE: GCVB shall provide coverage with limits of liability not less than those stated below.

1. Commercial General Liability – Occurrence Form

Policy shall include bodily injury, property damage, personal injury and broad form contractual liability coverage.

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- General Aggregate \$2,000,000
- Products – Completed Operations Aggregate \$1,000,000
- Personal and Advertising Injury \$1,000,000
- Blanket Contractual Liability – Written and Oral \$1,000,000
- Fire Legal Liability \$ 50,000
- Each Occurrence \$1,000,000

- a. The policy shall be endorsed to include the following additional insured language: **“The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the GCVB”.**
- b. Policy shall contain a waiver of subrogation against the State, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of GCVB.

2. Business Automobile Liability

Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Agreement.

Combined Single Limit (CSL) \$1,000,000

- a. The policy shall be endorsed to include the following additional insured language: **“The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of GCVB, involving automobiles owned, leased, hired or borrowed by GCVB”.**
- b. Policy shall contain a waiver of subrogation against the State, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of GCVB.

3. Worker's Compensation and Employers' Liability

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	\$ 500,000
Disease – Each Employee	\$ 500,000
Disease – Policy Limit	\$1,000,000

- a. Policy shall contain a waiver of subrogation against the State, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of GCVB.
- b. This requirement shall not apply to: Separately, each GCVB or sub-contractor exempt under A.R.S. 23-901, and when GCVB or sub-contractor executes the appropriate waiver (Sole Proprietor/Independent grant recipient) form.

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4. Professional Liability (Errors and Omissions Liability)

Each Claim	\$1,000,000
Annual Aggregate	\$2,000,000

- a. In the event that the professional liability insurance required by this Agreement is written on a claims-made basis, GCVB warrants that any retroactive date under the policy shall precede the effective date of this Agreement; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Agreement is completed.
- b. The policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Work of this Agreement.

B. ADDITIONAL INSURANCE REQUIREMENTS: The policies shall include, or be endorsed to include, the following provisions:

1. The State, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees wherever additional insured status is required. Such additional insured shall be covered to the full limits of liability purchased by GCVB, even if those limits of liability are in excess of those required by this Agreement.
2. GCVB's insurance coverage shall be primary insurance with respect to all other available sources.
3. Coverage provided by GCVB shall not be limited to the liability assumed under the indemnification provisions of this Agreement.

C. NOTICE OF CANCELLATION: With the exception of (10) day notice of cancellation for non-payment of premium, any changes material to compliance with this Agreement in the insurance policies above shall require (30) days written notice to the State. Such notice shall be sent directly to **the Arizona Office of Tourism, 1110 W. Washington St., Suite 155, Phoenix, Arizona 85007** and shall be sent by certified mail, return receipt requested.

D. ACCEPTABILITY OF INSURERS: Insurance is to be placed with duly licensed or approved non-admitted insurers in the State with an "A.M. Best" rating of not less than A-VII. The State in no way warrants that the above-required minimum insurer rating is sufficient to protect GCVB from potential insurer insolvency.

E. VERIFICATION OF COVERAGE: GCVB shall furnish the State with certificates of insurance (ACORD form or equivalent approved by the State) as required by this Agreement. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and endorsements are to be received and approved by the State before work commences. Each insurance policy required by this Agreement must be in effect at or prior to commencement of work under this Agreement and remain in effect for the duration of

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the project. Failure to maintain the insurance policies as required by this Agreement, or to provide evidence of renewal, is a material breach of Agreement.

All certificates required by this Agreement shall be sent directly to **the Arizona Office of Tourism, 1110 W. Washington St., Suite 155, Phoenix, Arizona 85007**. The State project/agreement number and project description shall be noted on the certificate of insurance. The State reserves the right to require complete, certified copies of all insurance policies required by this Agreement at any time. **DO NOT SEND CERTIFICATES OF INSURANCE TO THE STATE OF ARIZONA'S RISK MANAGEMENT DIVISION.**

- F. **SUB-CONTRACTORS:** GCVB certificate(s) shall include all sub-contractors as insureds under its policies or GCVB shall furnish to the State separate certificates and endorsements for each sub-contractor. All coverages for sub-contractors shall be subject to the minimum requirements identified above.
- G. **APPROVAL:** Any modification or variation from the insurance requirements in this Agreement shall be made by AOT in consultation with the Department of Administration, Risk Management Division. Such action will not require a formal Agreement amendment, but may be made by administrative action.
- H. **EXCEPTIONS:** In the event GCVB or sub-contractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self-Insurance. If GCVB or sub-contractor(s) is/are a State agency, board, commission, or university, none of the above shall apply.

XII. **OTHER**

It is agreed that the parties to this Agreement have participated fully in the negotiation and preparation of the Agreement. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in interpreting this Agreement. The parties acknowledge they have been advised by counsel, or have had the opportunity to be advised by counsel, in the negotiation and execution of the Agreement.

XIII. **NOTICES**

GCVB shall address all notices relative to this Agreement to:

Lena Allen
Senior Community Affairs Manager
Arizona Office of Tourism
1110 W. Washington St., Suite 155, Phoenix, Arizona 85007
Email: lallen@tourism.az.gov

AOT shall address all notices relative to this Agreement to:

Danielle Dutsch

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CVB Administrator
Glendale Convention & Visitors Bureau
9494 W Maryland Ave, Glendale, AZ 85305
Email: ddutsch@visitglendale.com

IN WITNESS WHEREOF, the parties hereto agree to execute this Agreement.

**GLENDALE CONVENTION & VISITORS
BUREAU**

THE ARIZONA OFFICE OF TOURISM

Debbie Johnson
Director

Date

Alix Skelpsa Ridgway
Director of Government & Community Affairs

Date

AOT Grant Review:

Visit Arizona Initiative (VAI) Marketing Grant Agreement

CITY OF GLENDALE SIGNATURE PAGE

CITY OF GLENDALE, an Arizona
municipal corporation

Kevin R. Phelps
City Manager

ATTEST:

Julie K. Bower, (SEAL)
City Clerk

APPROVED AS TO FORM:

Michael D. Bailey,
City Attorney

VisitGlendale

A R I Z O N A

#2 Visit Arizona Marketing Grant

Scope of Work

Project 1: Website Development / Enhancement – \$27,500

Visit Glendale would like to re-develop and enhance the current VisitGlendale.com website to deliver a vibrant, engaging, and successful user experience. The redesigned website will reflect the Glendale's identity as a premier destination for domestic and international visitors.

Aimed towards both leisure travelers and convention business, the overall goal of Visit Glendale is to provide a website that is compelling, easy to navigate, accessible to all users.

With the redesign of the website, Visit Glendale would be helping to expand on the Arizona Tourism Strategic Recovery Plan's key priorities and strategic areas of focus.

Website Enhancements

- Mobile responsive design
- Image, Video and Map Integration
- Google Analytics tracking (SEO)
- ADA Compliance
- User-Friendly Site Navigation
- Search Function Capabilities
- Online Form Creation and Processing
- Multiple Language Options
- Data Driven Research
- CMS Tool Set
- CRM Capabilities

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Project 2: Audio Visual (Photography & Video) – \$11,100

Visit Glendale seeks to procure professional photography and videography services for updated and engaging imagery of Glendale.

- Photographers will capture images for use on all media channels including, but not limited to Visit Glendale's website, social media accounts, digital ads, promotional publications and advertisements, outreach efforts and for use at special events and promotional and marketing strategies hosted by Visit Glendale.
- Visit Glendale staff will work with the selected photographer on the specific images and locations required.
- Postproduction Services: editing, color corrections and enhancements to images are to be provided for final images and video assets.
- Typical examples of photography services include:
 - Visit Glendale partners such as hotels, attractions, restaurants, stadiums, shopping centers, museums, historic sites, outdoor parks, and any other tourism attraction or entity
 - Drone/Aerial Photography
 - Existing and new developments
 - Exterior and Interior of Visit Glendale partner businesses
 - Neighborhoods or District areas as defined by Visit Glendale
- Events photography will consist of both staged and candid group shots of event attendees and presenters/speakers.
- Photographers will be responsible for facilitation and signing of all participant release forms, including obtaining group and individual permission for photos that include people.
- Selected vendors must be Federal Aviation Administration (FAA) registered and licensed, carry commercial liability insurance, and have a thorough working knowledge of federal and state regulations applicable to the use of unmanned aircraft in construction sites and residential areas, including without limitation to local, state, and county FAA rules and regulations.

Photo & Video and Drone Requirements and Deliverables

Visit Glendale will receive all raw files and final files for each assignment. Visit Glendale retains the right to alter any final videos as required by specific applications and uses. The selected vendor will not add or embed branding captions or watermark signature on files provided to Visit Glendale. Files will be shared via an approved document management platform, such as SharePoint or Google Drive, with full usage rights and ownership to Visit Glendale. Credit will be provided as appropriate.

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Project 3: Other - Research \$41,422

Brand Discovery + Audience Research \$14,304

Marketplace and Brand Review Working Session Interviews

- (10) one-on-one stakeholder interviews with key internal personnel.

Market Segment/Demographic Development

- Create market segments using demographics.

Audience Surveys

- Develop digital surveys for the Visit Glendale predicted audience population(s) in order to collect information and feedback regarding brand, perception, and key areas of interest.

Behavioral Persona Development

- Behavioral personas are generalized groupings of consumer behaviors, goals, and motivators – they are not market segments. Behavioral persona amounts cannot be determined ahead of time as they are dependent upon research findings and trend groupings.

Visit Glendale Campaign Brand Creation \$10,728

Brand Platform Development

- Brand platform development precedes the brand strategy workshop and reflects our perspective and hypothesis as it relates to brand possibilities.

Brand Strategy Workshop

- The workshop agenda includes a series of engaging verbal and visual exercises designed to stimulate client discussion.

Brand Campaign Moodboards + Messaging Strategy \$8,940

- Develop brand campaign mood board and content themes and key messages that will serve as the guiding framework for all content created by and for Visit Glendale.

Initial Strategy Development \$7,450

- Develop an execution strategy mapping to recommended channel distribution.

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#2 Visit Arizona Marketing Grant - Budget

Marketing Project	Cost
Website Development/Enhancement	\$27,500
Website Design Services Includes: Responsive Sitemap Consultation, Content Roadmap & Content Needs Plan Responsive Strategy, Usability, & Design Development Content Collection, Page Creation, & Data Migration SEO Site Transition Program	
Audio-Visual (Photography & Video)	\$11,100
Production Crew Cost	\$6,000
Talent Fee	\$1,800
Video Editing	\$2,000
Misc. Costs	\$650
Hair and Make Up	\$650
Other - Research	\$41,422
Brand Discovery + Audience Research	\$14,304
Visit Glendale Campaign Brand Research & Creation	\$10,728
Brand Campaign Moodboards + Messaging Strategy	\$8,940
Initial Strategy Development	\$7,450
TOTAL GRANT DOLLARS REQUESTED FOR ALL PROJECTS	\$80,022
Grant Matching Funds (15%)	\$12,003.30