

**OUTSIDE AGENCY AGREEMENT  
BETWEEN THE CITY OF YUMA  
AND THE YUMA VISITORS BUREAU**

THIS Outside Agency Agreement (“Agreement”) is entered into by and between the City of Yuma (“City”), an Arizona municipal corporation, and the Yuma Visitors Bureau (“YVB”), a non-profit organization. The City and YVB are sometimes referred to individually as the “Party” and collectively as the “Parties.”

WHEREAS, the City is interested in supporting organizations that promote the City as a destination site and promote the rich diversity of our area and its history; and

WHEREAS, YVB will strengthen the quality of life for the Yuma Community by continuing to work with community partners to enhance the international reputation of the greater Yuma area as a warm and welcoming year-round tourism and meeting destination for visitors of all kinds.

WHEREAS, the City wants to support YVB.

NOW, THEREFORE, the Parties, in consideration of the above recitals and the following mutual covenants and stipulations, agree as follows:

**I. YVB RESPONSIBILITIES**

YVB shall:

- A. Perform all of the services, and allocate the funds YVB receives from the City, as set forth in Exhibit A, which is attached and incorporated into this Agreement by reference. The City shall only issue payment to YVB for the services set forth in Exhibit A.
- B. Maintain accurate records of all monies received and disbursed from the City. YVB shall maintain an accounting system which complies with generally accepted accounting principles, including, but not limited to, SOP 78-10, FASB 116 and 117 as issued by the American Institute of Certified Public Accountants (“ACIPA”), and with the AICPA Audit Guide for Non-Profit Corporations and shall separately account for all funds provided by the City pursuant to this Agreement.
- C. On or before July 2, 2018, provide the City with names and addresses of the current YVB officers or directors, and a copy of the current YVB bylaws and articles of incorporation and amendments thereto. In the event of any change of officer and/or director, bylaws, or articles of incorporation, YVB shall provide the City written notice of said change and, if applicable, a copy of any changed bylaws or articles of incorporation within thirty (30) days thereafter.
- D. Within thirty (30) days after the end of each quarter (March 31, June 30, September 30, and December 31) of each year this Agreement is in effect, provide the City with a report

and records of revenue and disbursements of monies received from the City for the most recent quarter. Such report shall contain analytical memoranda which:

1. Lists travel activities;
2. Lists capital expenditures;
3. Lists detailed expenditures for all marketing/advertising purchases per event and/or campaign the expense is associated to;
4. Describes results of activities and expected achievements; and
5. Describes program effectiveness.

YVB shall submit a program status report documenting activities from July 1, 2018 to December 31, 2018 to the City on/or before January 14, 2019. YVB shall submit a program status report documenting activities from January 1, 2019 to June 30, 2019 on or before July 15, 2019. YVB shall present the information from each report at a regularly scheduled city council work session in February and August respectively.

- E. Meet with the City of Yuma marketing team monthly to discuss current and upcoming projects and collaboration. For purposes of these meetings, the Marketing Specialist for City Administration will serve as the point-of-contact for YVB.
- F. The City Administrator may also require YVB to provide a brief monthly statement or status report in an agreed-upon form.

## **II. CITY RESPONSIBILITIES**

The City shall:

- A. Evaluate YVB's performance relative to the performance criteria set forth herein in order to assess the impact of the efforts of YVB. Any additional information desired by the City which is relevant and necessary to the City's evaluation shall be made available by YVB.
- B. Provide funds as directed by the City Council to YVB for the fiscal year, unless terminated as provided herein, in the amount which is stated herein. Such sum is to be disbursed on a monthly basis as set forth in Section III of this Agreement.
- C. As permitted by law, provide YVB with grant funding leads and, each quarter, up to five (5) hours of consultation with the City's grant writer.

## **III. METHOD OF PAYMENT**

- A. YVB shall submit a request for payment monthly to the City's Director of Finance detailing the proposed expenditures for the month and actual expenditures to date.
- B. Upon approval of the request for payment by the City, the City's Director of Finance shall make payments within fifteen (15) days to YVB, except that the City may, at the City's

sole discretion, withhold payment, in whole or in part, as may be necessary to protect the City from loss on account of:

1. YVB's failure to render acceptable services as stated in the performance criteria of Section I of this Agreement. The City Administrator, or designee, shall investigate and monitor the quality of YVB's services in order to determine whether such services are acceptable. Upon determination by the City Administrator that acceptable services are not being rendered, the City Administrator shall notify YVB of the specific deficiencies in performance and provide a reasonable time for YVB to rectify said deficiencies, but in no event shall such time to rectify exceed ninety (90) days. Whether or not YVB's services are acceptable will be the City's exclusive decision;
2. YVB's failure to supply information, documents, records or reports as required by this Agreement;
3. YVB's failure to comply with the accounting procedures set forth in this Agreement;  
or
4. YVB's failure to allocate money received from the City for the purposes described herein.

#### **IV. FINANCIAL SUPPORT AND TERM OF AGREEMENT**

- A. The term of this Agreement shall be for one year commencing on July 1, 2018, and ending on June 30, 2019.
- B. The City agrees to pay to YVB the amount of \$600,000.00 for services to be provided by YVB pursuant to this Agreement during Fiscal Year 2018-2019.
- C. Funding of this Agreement shall be subject to the annual appropriation of funds for this activity by the City Council pursuant to the required budget process of the City.
- D. If YVB's performance does not, in all material respects, meet the minimum requirements as described in Section I of this Agreement, this Agreement may not be renewed by the City Council.
- E. Nothing in this Agreement shall preclude the City from contracting separately with YVB for services to be provided in addition to those to be provided hereunder, upon terms and conditions to be negotiated by the City and YVB.
- F. In no event shall YVB use any monies received from the City under this Agreement to increase the compensation of any YVB employee or officer. "Compensation" as used herein includes salary, commissions, bonuses or other monies, but does not include reimbursements for expenses, such as travel, materials or supplies if expenses are incurred in the course of furthering the objectives of this Agreement.

#### **V. TERMINATION**

This Agreement may be terminated by the City at any time if any of the following occur:

- A. At the City's sole discretion, without cause, in which case the City shall provide thirty (30) days written notice;
- B. YVB breaches this Agreement or defaults on any of its obligations set forth herein, by providing ninety (90) day notice to YVB. Prior to such termination, the City shall notify YVB of the specific grounds for termination and provide a reasonable time for remedial action by YVB. In no event shall such time to remedy exceed ninety (90) days; or
- C. By mutual written consent of both Parties.

## **VI. INDEMNIFICATION**

To the fullest extent permitted by law, YVB shall defend, indemnify and hold harmless the City, and the City's agents, representatives, officers, directors, officials, volunteers, and employees from and against all claims, liabilities, demands, damages, losses, injuries to property or persons (including death), and expenses (including attorney fees and litigation expenses, and the cost of appellate proceedings) (collectively "Claims") to the extent that such Claims result from and/or arise out of YVB's intentional, reckless, or negligent acts, errors, mistakes, directives, or omissions, in performance of this Agreement. This includes any intentional, reckless, or negligent acts, errors, mistakes, directives, or omissions of YVB's employees, agents, advertisers, contractors, subcontractors, or any other person for which YVB may be legally liable, in the performance of this Agreement.

The amount and type of insurance coverage requirements set forth in this Agreement will in no way be construed as limiting the scope of the indemnity in this paragraph. The indemnity requirements set forth in this Agreement will in no way be construed as limiting the insurance required in this Agreement.

## **VII. INSURANCE**

### **A. General.**

1. *Insurer Qualifications.* Without limiting any obligations or liabilities of YVB, YVB shall purchase and maintain, at its own expense, hereinafter stipulated minimum insurance with insurance companies authorized to do business in the State of Arizona pursuant to Arizona Revised Statutes ("A.R.S.") § 20-206, as amended, with an AM Best, Inc. rating of A- or above with policies and forms satisfactory to the City. Failure to maintain insurance as specified herein may result in termination of this Agreement at the City's option.
2. *No Representation of Coverage Adequacy.* The City reserves the right to review any and all of the insurance policies and/or endorsements cited in this Agreement, but has no obligation to do so. Failure to demand such evidence of full compliance with the insurance requirements set forth in this Agreement or failure to identify any insurance deficiency shall not relieve YVB from, nor be construed or deemed a waiver of, its

obligation to maintain the required insurance at all times during the performance of this Agreement.

3. *Additional Insured.* All insurance coverage and self-insured retention or deductible portions, except Workers' Compensation insurance and Professional Liability insurance, if applicable, shall name and endorse, to the fullest extent permitted by law for claims arising out of the performance of this Agreement, the City, its agents, representatives, officers, directors, officials and employees as Additional Insured as specified under the respective coverage sections of this Agreement.
4. *Waiver.* All policies, except for Professional Liability, shall contain an endorsed waiver of rights of recovery (subrogation) against the City, its agents, representatives, officials, officers and employees for any claims arising out of the work or services of YVB. YVB shall arrange to have such subrogation waivers incorporated into each policy via formal written endorsement.
5. *Coverage Term.* All insurance required herein shall be maintained in full force and effect until all work or services required to be performed under the terms of this Agreement are satisfactorily performed, completed and formally accepted by the City, unless specified otherwise in this Agreement.
6. *Primary Insurance.* YVB's insurance shall be, or endorsed to be primary, non-contributory insurance with respect to performance of this Agreement and in the protection of the City as an Additional Insured.
7. *Claims Made.* In the event any insurance policies required by this Agreement are written on a "claims made" basis, coverage shall extend, either by keeping coverage in force or purchasing an extended reporting option, for three (3) years past completion and acceptance of the services. Such continuing coverage shall be evidenced by submission of annual Certificates of Insurance citing applicable coverage is in force and contains the provisions as required herein for the three-year period.
8. *Policy Deductibles and/or Self-Insured Retentions.* The policies set forth in these requirements may provide coverage that contains deductibles or self-insured retention amounts. Such deductibles or self-insured retention shall not be applicable with respect to the policy limits provided to the City. YVB shall be solely responsible for any such deductible or self-insured retention amount.
9. *Use of Subcontractors.* If any work under this Agreement is subcontracted in any way, YVB shall execute written agreements with its subcontractors containing the indemnification provisions set forth in this Section and insurance requirements set forth herein protecting the City and YVB. YVB shall be responsible for executing any agreements with its subcontractors and obtaining certificates of insurance verifying the insurance requirements.

10. *Evidence of Insurance.* Prior to receiving any funds, or commencing any work or services under this Agreement, YVB will provide the City with suitable evidence of insurance in the form of certificates of insurance, endorsements, and a copy of the declaration page(s) of the insurance policies as required by this Agreement, issued by YVB's insurance insurer(s) as evidence that policies are placed with acceptable insurers as specified herein and provide the required coverages, conditions and limits of coverage specified in this Agreement and that such coverage and provisions are in full force and effect. The City may reasonably rely upon the certificates of insurance, endorsements, and declaration page(s) of the insurance policies as evidence of coverage but such acceptance and reliance shall not waive or alter in any way the insurance requirements or obligations of this Agreement. If any of the policies required by this Agreement expire during the life of this Agreement, YVB] shall forward renewal certificates and declaration page(s) to the City thirty (30) days prior to the expiration date. All certificates of insurance and declarations required by this Agreement shall be identified by referencing the title or this Agreement. Certificates of insurance and declaration page(s) shall specifically include the following provisions:
  - a. The City, its agents, representatives, officers, directors, officials and employees are Additional Insureds for commercial general liability under Insurance Services Office, Inc., ("ISO") Form CG 20 10 03 97 or equivalent.
  - b. YVB's insurance shall be primary, non-contributory insurance with respect to performance of the Agreement.
  - c. All policies, except for Professional Liability, including Workers' Compensation, waive rights of recovery (subrogation) against City, its agents, representatives, officers, officials and employees for any claims arising out of work or services performed by YVB under this Agreement.

**B. Required Insurance Coverage.**

1. *Commercial General Liability.* YVB shall maintain "occurrence" form Commercial General Liability insurance with an unimpaired limit of not less than \$1,000,000 for each occurrence, \$2,000,000 Products and Completed Operations Annual Aggregate and a \$2,000,000 General Aggregate Limit. The policy shall cover liability arising from premises, operations, independent contractors, products-completed operations, bodily injury and personal and advertising injury. Coverage under the policy will be at least as broad as ISO policy form CG 00 010 93 or equivalent thereof, including but not limited to, separation of insured's clause. To the fullest extent allowed by law, for claims arising out of the performance of this Agreement, the City, its agents, representatives, officers, officials and employees shall be endorsed as an Additional Insured under ISO, Commercial General Liability Additional Insured Endorsement form CG 20 10 03 97, or equivalent. If any Excess insurance is utilized to fulfill the requirements of this subsection, such Excess insurance shall be "follow form" equal or broader in coverage scope than underlying insurance.
2. *Professional Liability.* If this Agreement is the subject of any professional services or work, or if the YVB engages in any professional services or work adjunct or residual to performing the work under this Agreement, the YVB shall maintain Professional

Liability insurance covering negligent errors and omissions arising out of the Services performed by the YVB, or anyone employed by the YVB, or anyone for whose negligent acts, mistakes, errors and omissions the YVB is legally liable, with an unimpaired liability insurance limit of \$2,000,000 each claim and \$2,000,000 annual aggregate.

- C. Cancellation and Expiration Notice. Insurance required herein shall not expire, be canceled, or be materially changed without thirty (30) days' prior written notice to the City.
- D. Workers Compensation: YVB understands and agrees that YVB's employees, agents, contractors, volunteers, and directors, are not serving as an employee of the City in any manner and therefore are not entitled to any of the City's industrial benefit coverages, including Workers' Compensation coverages. YVB acknowledges that any injury its employees sustain in the performance of this Agreement will be not be eligible for industrial benefits through the city and any necessary treatment will be YVB, or YVB's insurer's, sole responsibility.

## **VIII. GENERAL CONDITIONS**

- A. Non-Discrimination Laws. YVB shall not discriminate against any person on the basis of race, religion, color, age, sex, disability, or national origin in the performance of this Agreement, and shall comply with the terms and intent of Title VII of the Civil Rights Act of 1964, as amended, State Executive Order 2009-09, the Rehabilitation Act of 1973, as amended, which prohibits discrimination in the employment or advancement in employment of qualified persons because of physical or mental disability, and with the Americans with Disability Act of 1990. In addition, YVB shall include similar requirements of subcontractors in any contracts entered into for performance of YVB's obligations under this Agreement.
- B. Financial Review. YVB shall make their financial records available for inspection by the City, or its designee, upon reasonable notice during normal business hours of the City. If the City desires a financial audit by a certified public accountant of the YVB's financial records to verify use of City funds according to the terms and conditions of this Agreement, YVB shall cooperate fully in the performance of such audit. YVB shall be responsible for the cost of such an audit if requested by the City and are entitled to a copy of any resulting reports that are received by the City.
- C. Compliance with Laws. YVB shall comply with all federal, state, and local laws and ordinances applicable to its performance under this Agreement. In addition, YVB shall include similar requirements of subcontractors in any contracts entered into for performance of YVB obligations under this agreement.
- D. Successors and Assigns. This Agreement is not assignable unless both Parties mutually consent otherwise in writing and signed by both Parties. The requirements of this Agreement are binding upon the heirs, executors, administrators, successors, and assigns of both Parties.

- E. Attorney Fees and Costs. In the event any action, suit or proceeding is brought for failure to observe any of the terms, covenants, or provisions of this Agreement, the prevailing party shall be entitled to recover as part of such action or proceeding, all litigation, arbitration and collection expenses, including, but not limited to, witness fees, court costs, and reasonable attorney fees.
- F. Laws Governing/Venue. This Agreement shall be governed by the laws of the State of Arizona, as to validity, interpretation and performance. Any and all suits for any and every breach of this Agreement, or other judicial proceeding for the enforcement or interpretation of this Agreement shall be instituted and maintained in Superior Court in Yuma County, Arizona.
- G. Non-Waiver. The failure or delay of either Party to insist upon strict performance of any of the provisions of this Agreement, or to exercise any of the rights or remedies provided by this Agreement, shall not release either Party from any of the responsibilities or obligations imposed by law or by this Agreement, and shall not be deemed a waiver of any right of either Party to insist upon strict performance of this Agreement.
- H. Severability. If any part, term or provision of this Agreement is by the courts held to be illegal or in conflict with any law of the State of Arizona, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.
- I. Entire Agreement and Amendments. This instrument contains the entire Agreement between the Parties, and no oral or written statement, promises, or inducements made by either Party or agent of either Party that is not contained in this written Agreement, or specifically referred to in this written Agreement shall be valid or binding; and this Agreement may not be enlarged, modified, or altered except in writing signed by both Parties.
- J. Relationship of Parties. The Parties understand and expressly agree that YVB is an independent contractor and is not an employee of the City. Nothing in this Agreement constitutes a partnership or joint venture between the Parties and neither Party is the principal or agent of the other.
- K. Rights/Obligations of Parties Only. The terms of this Agreement are intended only to define the respective rights and obligations of the Parties. Nothing shall create any rights or duties in favor of any potential third-party beneficiary or other person, agency or organization.
- L. Time of the Essence. Time is of the essence in this Agreement. Unless otherwise specifically provided in this Agreement, any consent to delay in the performance of YVB of any obligation shall be applicable only to the particular transaction to which it relates, and it shall not be applicable to any other obligation or transaction.



- M. Dispute Resolution. Claims, disputes or other matters in question between the parties to this Agreement arising out of or relating to this Agreement or breach thereof shall be subject to and decided by arbitration in accordance with the Arizona Uniform Rules of Procedure for Arbitration currently in effect unless the parties mutually agree otherwise. Request for arbitration shall be filed in writing with the other party to this Agreement.
- N. Conflict of Interest. This contract shall be subject to the Conflict of Interest provisions of A.R.S. § 38-511, as amended.
- O. Environmental Conditions. YVB shall take all steps necessary to ensure YVB compliance with all applicable federal, state, and local environmental laws, regulations and ordinances, and shall indemnify and hold the City harmless for any remediation required and from and against any and all liabilities, losses, suits, claims, judgments, fines or demands arising by reason of injury or death to any person or damage to any property or the environment of any nature whatsoever arising out of violations of such laws, regulations and ordinances.
- P. E-verify Requirements. To the extent applicable under A.R.S. § 41-4401, YVB and its subcontractors warrant compliance with all federal immigration laws and regulations that relate to their employees and their compliance with the E-verify requirements under A.R.S. § 23-214(A). YVB's or its subcontractor's failure to comply with such warranty shall be deemed a material breach of this Agreement and may result in the termination of this Agreement by the City.

The City retains the legal right to inspect the papers of any YVB contractor or subcontractor employee who works on this Agreement to ensure that YVB or subcontractor is complying with this warranty.

- Q. Political Activities. Employees, directors, board members, officers, and volunteers of YVB are prohibited from engaging in any political activity with respect to candidates for political office beyond the private expression of personal opinion, registering as a member of a political party, signing petitions and voting in any special, general, or primary election. No employee, director, board member, officer, or volunteer shall solicit any contribution in cash or service from any YVB employee, director, board member, officer, or volunteer to support any candidate for public office. No employee, director, board member, officer, or volunteer shall use the name of YVB, or use their affiliation with YVB, to engage in any political activity of any kind or to solicit any contribution in cash or services to support any candidate for public office. If an employee, director, board member, officer, or volunteer should engage in said activities, they shall make it clear that they are doing so in their personal and private capacity, and are not associated with YVB in any way while engaging in said activity. Employees, directors, board members, officers, and volunteers will refrain from engaging in any political activity while attending or participating in any YVB function or event.
- R. Boycott of Israel. Pursuant to A.R.S. § 35-393.01, YVB certifies that YVB is not engaged in a boycott of Israel as of the effective date of this Agreement, and agrees for the duration of this Agreement to not engage in a boycott of Israel.

- S. Notices. Unless otherwise provided in this Agreement, all notices, demands, requests, consents, approvals and other communications (collectively "Notices") required or permitted hereunder shall be in writing and delivered by registered or certified U.S. mail, postage prepaid, or personally delivered, at the address shown below. Notices shall be deemed received at the time of actual receipt, which shall be evidenced by a copy of receipt (in the case of notices that are personally delivered), or as evidenced by the United States Postal Service receipt; or five (5) calendar days after mailing, whichever comes first, in the case of notices that are mailed.:

To City:

City of Yuma  
Attn: City Administrator  
One City Plaza  
Yuma, Arizona 85364

To Yuma Visitors Bureau:

Yuma Visitors Bureau  
Attn: Linda Morgan, Exec. Dir  
180 W 1<sup>st</sup> Street  
Yuma, Arizona 85364

- T. Provisions Required by Law. Each and every provision of law and any clause required by law to be in this Agreement will be read and enforced as though it were included herein and, if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either Party, this Agreement will promptly be physically amended to make such insertion or correction.

**IN WITNESS WHEREOF**, the Parties have executed this Agreement this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

City of Yuma, an Arizona municipal  
corporation

Yuma Visitors Bureau

\_\_\_\_\_  
Gregory K. Wilkinson  
City Administrator

\_\_\_\_\_  
Linda Morgan, Executive Director

ATTEST:

\_\_\_\_\_  
Lynda L. Bushong  
City Clerk

\_\_\_\_\_  
DATE

APPROVED AS TO FORM:

\_\_\_\_\_  
Richard W. Files  
City Attorney

## EXHIBIT A

- 1) **Increase leads and bookings for groups, conventions, concerts and tournaments to the City at the regional, national, and international levels using paid (to include billboards, as determined), earned, and owned media platforms;**
  - a. Help promote call to artists outside of Yuma for the following events via social media: Art in the Park, ARTbeat and North End Art Walk.
  - b. Assist with attracting audiences from around the region for exhibits at the Yuma Art Center with an editorial piece about the Yuma art scene in the 2018-2019 Yuma Visitor's Guide.
  - c. Promote Parks & Recreation facilities for tournaments: softball, baseball, soccer, volleyball, golf etc.
  - i. Promote the PAAC (Pacific Avenue Athletic Complex) as an elite tournament complex.
  - d. Promote City facilities as rental locations for conferences, fairs, festivals concerts, etc.
- 2) **Attend conferences, trade shows, and similar events, and invite a representative from the City (at the City's expense) to attend with YVB. If a City employee cannot attend, the City must be given sufficient time (at least 45-60 days notice) to prepare materials to be distributed by YVB at the conference, trade show, or similar event. Provide the City with a 2018/2019 list of YVB's confirmed conference and trade show schedule.**
  - a. Research possible cultural/arts conferences/expos to promote the Yuma community's rich arts and culture scene.
  - b. Include outdoor sports conferences/expos to promote Yuma as a year round sporting destination
- 3) **Promote the City and its surrounding market as a destination for business, leisure, and recreational activities through the following assortment of campaigns presented at the local, regional, national, and international levels using paid, earned, and owned media platforms:**
  - a. Reaching out to agriculture, military, and athletic based businesses to bring industry-related activities to Yuma, and working with the Greater Yuma Economic Development Corporation and the Yuma International Airport in this effort;
  - b. Enhancing the City's image as a year-round destination with specific attention dedicated to regional travelers and the international traveler, particularly in the Canadian and Mexican markets;
  - c. Appealing to editors, travel writers and trade journalists through press releases, media tours and events, and documenting the success of these efforts — and Yuma's visibility in general. Must provide a monthly update of these efforts to City of Yuma Marketing team at scheduled monthly meetings.
  - d. Writing a monthly blog feature on the YVB website that publishes content which can be shared by visitors and through the YVB's social digital platforms (Facebook and Twitter). City of Yuma staff will help write blog posts when needed;
  - e. Distributing a current rack brochure throughout the American Southwest region, targeting those locations which are within a day's drive of Yuma. Provide the City with a copy of the distribution contract with locations;
  - f. Planning, executing, evaluating, the YVB's existing events and tour programs to ensure participant feedback is being considered when preparing for future activities;
  - g. Enhancing the YVB's agritourism program by continuing partnerships with the City's agriculture community, the University of Arizona Cooperative Extension, and Arizona Western College;

## EXHIBIT A

- h. Increasing attendance at the Visitor Information Center and merchandise sales at the Yuman Interest Gift Shop;
- i. Partner with AWC to present a certificate program to educate frontline staff about Yuma to patrons and guests.
- j. Maintaining a reliable network of contacts for promoting Yuma;
- k. Releasing, promoting, and distributing the annual Yuma Visitors Guide;
  - i. Provide the City of Yuma one 'double truck' advertising space in the 2018-2019 Guide. Camera ready artwork due to the Yuma Visitor's Bureau by August 1, 2018.

l. Fielding and assisting with inquiries and crews filming in the City. YVB will work with the re-established state level filming office.

**4) Promote the following City hosted events outside of the Yuma area. Meet with City staff during planning sessions for each event to discuss YVB involvement; provide detailed expense report (if applicable). Provide social media analytics for events.**

**1\* = Social Media. 2\*\* = Paid Social Media. 3\*\*\* = Paid Social Media / Paid Outside Advertising**

- a. Party Expo (August 25, 2018) \*
- b. Fiestas Patrias (September 14, 2018) \*
- c. Battle of the Bands: September 22, 2018 \*\*
- d. YumaCon (October 6, 2018) \*\*
- e. Motorcycle Show (October 26-27, 2018) \*\*\*
- f. Children's Festival of the Arts (November 3, 2018) \*\*
- g. North End Art Walk (November 16, 2018) \*\*
- h. Art in the Park (January 12, 2019) \*
- i. Woodcarving Expo (January 18-19, 2019) \*
- j. Scottish Burns Supper (January 25, 2019) \*\*
- k. Heritage Festivals Yuma's Medjool Date Festival (January 26, 2019) \*
- l. Boogie Brews and Blues Festival (February 16, 2019) \*\*\*
  - i. Coordinate hotel stays and comped rooms
- m. City of Yuma's Lettuce Festival (February 22-23, 2019) \*\*
- n. Heritage Festivals Music on Main (March 16, 2019) \*
- o. Tunes & Tacos Festival (April 12-13, 2019) \*\*\*
  - i. Coordinate hotel stays and comped rooms
- p. ARTbeat 11 (April 20, 2019) \*
  - i. Coordinate hotel stays and comped rooms

**5) Continue to coordinate, plan and produce the Dorothy Young Memorial Electric Light Parade.**

## EXHIBIT A

- 6) Provide City of Yuma with one run of site (ROS) web banner placement for 12 months on [visityuma.com](http://visityuma.com) at no charge. Web banner may be used at City of Yuma's discretion. Design of the web banner can be changed monthly.
- 7) Foster new and existing relationships with local businesses in an effort to drive City of Yuma profitability and occupancy rates.
- 8) Work with 4FrontED Tourism Committee to support its regional efforts.
- 9) Build the Visit Yuma YouTube channel by producing a series of at least two (2) videos that can be used by residents and businesses to promote the Yuma area.
- 10) Coordinate in-season FAM (familiarization) tours and incorporate City of Yuma facilities, events, tournaments, etc. Invite writers from different areas including athletics, arts/culture, food, etc.
- 11) Coordinate monthly regional hoteliers meeting to gather tourism suggestions, potential target markets, comments and feedback.
- 12) Work with the City to promote non-City hosted events, tournaments, etc. that are being held at City facilities that will attract an out-of-town audience.