City of Benson
City Council Communication

Regular Meeting **August 14, 2017**

To: Mayor and Council Agenda Item # 2

From: William D. Stephens, City Manager

Subject:

Discussion and possible action regarding Resolution 27-2017 of the Mayor and Council of the City of Benson, Arizona, approving the updated Intergovernmental Agreement supporting the continued operation of the Cochise County Tourism Steering Committee

Discussion:

The City of Benson has been a participant of a regional tourism effort led by Cochise County for close to 20 years, which includes all local governments in the county except Huachuca City. Known as the Cochise County Tourism Council (CCTC), the work of the body is governed by the Cochise County Tourism Commission Steering Committee (CCTSC) consisting of the City/County Managers of each participating jurisdiction.

Since its inception, the County has served as fiscal agent for the cooperative effort. The CCTC has traditionally hired an external consultant to develop and implement the regional tourism strategy, purchasing and placing ads, designing collateral materials and pitching stories about the County. In discussions among members, it was determined that transferring the fiscal agent responsibility to the City of Sierra Vista would allow the program to take advantage of efficiencies and access to resources through Sierra Vista's more robust Marketing and Public Affairs Office staff to better plan and utilize the resources contributed by each of the participating jurisdictions. In addition to utilizing their in-house staff, the City of Sierra Vista would hire a part-time marketing specialist dedicated to the work of the CCTC.

The revised IGA incorporates the change in fiscal agent, and also includes updated legal language, as well as a clearer description of the CCTSC to more accurately depict the policy level direction appropriate for the governing bodies. The CCTC will then establish their own operating guidelines.

On July 13, the CCTSC approved the attached IGA for placement before the governing bodies of each participating entity. The contributions historically made by each of the jurisdictions have not changed. Benson's contribution of $10,011 will not change and is included in the FY2018 budget.

Staff Recommendation:

Approval of Resolution 27-2017

RESOLUTION 27-2017

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF BENSON, ARIZONA, APPROVING THE UPDATED INTERGOVERNMENTAL AGREEMENT SUPPORTING THE CONTINUED OPERATION OF THE COCHISE COUNTY TOURISM STEERING COMMITTEE

WHEREAS, the County and the Cities have determined that it is mutually beneficial to jointly fund a coordinated effort at attracting tourism to Cochise County, and have been consistently supporting said effort through an intergovernmental agreement passed by its respective elected bodies in 2002; and

WHEREAS, tourism is the number one industry in the State of Arizona, and Cochise County and its cities and towns benefit economically by increased visitors and visitor spending in their respective jurisdictions; and

WHEREAS, each of the jurisdictions have limited resources to apply to visitor attraction and wish to maximize the value of their public funding by pooling resources in order to strengthen the reach of tourism efforts and programs; and

WHEREAS, the updated Intergovernmental Agreement incorporates efficiencies of utilizing professional staff of the City of Sierra Vista as the new fiscal agent, thereby stretching the resources even further.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Benson, Arizona, as follows:

SECTION 1: That the City Council policy of authorizing intergovernmental agreements for the common benefits of its citizens be, and hereby is, affirmed.

SECTION 2: The City of Benson hereby approves the updated Intergovernmental Agreement supporting the continued operation of the Cochise County Tourism Steering Committee.

SECTION 3: The City Manager, City Clerk, City Attorney, or their duly authorized officers and agents are hereby authorized and directed to take all steps necessary to carry out the purposes and intent of this Resolution.

PASSED AND ADOPTED BY THE MAYOR AND COUNCIL OF THE CITY OF BENSON, ARIZONA, this 14th day of August, 2017.

_____
TONEY D. KING, SR., Mayor

ATTEST:

_____
VICKI L. VIVIAN, CMC, City Clerk

APPROVED AS TO FORM:

_____
MESCH CLARK ROTHSCHILD
By Gary J. Cohen
City's Attorney

INTERGOVERNMENTAL AGREEMENT
SUPPORTING THE CONTINUED OPERATION OF
THE COCHISE COUNTY TOURISM STEERING COMMITTEE
AND APPROVING RELATED ACTIVITIES

This Intergovernmental Agreement, made and entered into by and between Cochise County, a body politic (hereinafter referred to as "the County") and the following municipal corporations: the City of Benson, the City of Bisbee, the City of Douglas, the City of Sierra Vista, the Town of Tombstone, and the City of Willcox (hereinafter referred to collectively as "the Cities").

RECITALS

WHEREAS, the County and the Cities have determined that it is mutually beneficial to jointly fund a coordinated effort at attracting tourism to Cochise County, and have been consistently supporting said effort through an intergovernmental agreement passed by its respective elected bodies in 2002; and

WHEREAS, tourism is the number one industry in the State of Arizona, and Cochise County and its cities and towns benefit economically by increased visitors and visitor spending in their respective jurisdictions; and

WHEREAS, each of the jurisdictions have limited resources to apply to visitor attraction and wish to maximize the value of their public funding by pooling resources in order to strengthen the reach of tourism outreach efforts and programs.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

I. PURPOSE

The purpose of this Agreement is to update and ensure continuation of the Cochise County Tourism Steering Committee, hereinafter "CCTSC;" to specify a funding structure to promote regional tourism; and to reaffirm the mission of the CCTSC, which shall be to enhance economic prosperity of the participants and their citizens by promoting and developing tourism in Cochise County through cooperative leadership and a regional approach, augmenting the efforts of the individual Cities.

II. RESPONSIBILITIES OF THE CCTSC

The Cochise County Tourism Steering Committee is hereby delegated the responsibility of overseeing a regional tourism attraction program on behalf of the County and all participating Cities. The County or City/Town Manager/Administrator or equivalent staff member from each participating jurisdiction shall serve as the representative on the CCTSC. The CCTSC shall meet at least once annually, with additional meetings determined by the body at its discretion.

The CCTSC is responsible for the following:

A. Approving an annual program of work and corresponding budget for regional tourism that correlates with the funds contributed by its member jurisdictions as specified in Section IV of this agreement.

B. Coordinating with the Designated Fiduciary Agent (more specifically identified in Section III) to ensure expenditures are being made in accordance with the approved budget, CCTSC direction, and generally accepted accounting principles.

C. Evaluating the effectiveness of the regional tourism program.

D. Ensuring the financial viability of the regional tourism program, which may include a periodic review of contributions made by member jurisdictions. In the event that one or more jurisdiction fails to budget for or to pay its allocated share of costs, the CCTSC shall determine how to reallocate costs and shall approve a revised program of work and budget that does not exceed the remaining available budgeted funds.

E. Utilizing the expertise of tourism professionals within each of the participating jurisdictions through the appointment and oversight of a Cochise County Tourism Council (CCTC) consisting of one member from each jurisdiction. The CCTSC shall determine and periodically update written tasks and responsibilities, appointment procedures, committee expectations, and operating procedures of the CCTC.

F. Determining and establishing, as necessary, other committees or advisory groups as it deems appropriate to provide necessary technical or administrative support in accomplishing the mission of the CCTSC, or delegating that ability to the CCTC.

III. DESIGNATED FIDUCIARY AGENT

Collection of participating jurisdiction contributions and the expenditure of said funds in accordance with state and local laws and generally accepted accounting principles shall be the responsibility of one of the jurisdictions, hereinafter referred to as the Designated Fiduciary Agent. Beginning July 1, 2017, the City of Sierra Vista shall serve as the Designated Fiduciary Agent until such time as this agreement is no longer in effect, or an alternate jurisdiction is approved by the CCTSC.

The Designated Fiduciary Agent shall be responsible for:

A. Ensuring compliance with federal, state and local laws in the operation of the CCTSC, its committees, awarded grants, and financial oversight.

B. Acting as applicant and fiscal agent for grants authorized by the CCTSC.

C. Providing periodic financial reports to the CCTSC as requested.

D. Overseeing staff, contractors and vendors utilized to implement the program of work, and providing general liability and worker's compensation insurance as appropriate.

E. Serving as the designated point of contact for the CCTSC and CCTC unless determined otherwise by the bodies.

IV. COUNTY AND CITIES CONTRIBUTION

A. Each participating jurisdiction agrees to pay to the Designated Fiduciary Agent its respective share of the associated costs, as recommended and approved by the CCTSC and subsequently approved by each respective governing body, said sum payable in quarterly allotments of each fiscal year in which this agreement covers. Failure of a City to pay shall, at the discretion of the CCTSC, terminate any rights that City may have to participate in tourism planning and coordination, and the receipt of any services or other benefits under this Agreement. Until such contributions are modified and approved by the CCTSC, they remain as follows:

Cochise County	$ 34,165
City of Benson	$ 10,011
City of Bisbee	$ 10,572
City of Douglas	$ 13,917
City of Sierra Vista	$ 20,000
City of Tombstone	$ 8,810
City of Willcox	$ 9,615

B. Changes to contributions specified in this section shall require the approval of the governing bodies of each jurisdiction. Nothing in this Agreement shall obligate the County or any City to participate financially at any level of support not specifically approved by the governing body of the jurisdiction, or to assume any financial burden of another party.

V. AUTHORITY TO ENTER AGREEMENTS

The County and the Cities have authority to enter this Agreement pursuant to A.R.S. §11-952 *et seq.* The County has the authority pursuant to A.R.S. §11-254.04 to appropriate monies from the general fund for the purpose of economic development activities operated and maintained within the boundaries of the county and which the Board of Supervisors determines is for the economic benefit of the County residents. The Cities, pursuant to A.R.S. §9-500.11, may appropriate and spend public monies for and in connection with economic development activities. The County and the Cities expressly find that the tourism-related activities sponsored under this Agreement constitute "economic development activities" under the above-referenced statutes in that they will assist in the creation or retention of jobs and will otherwise improve or enhance the economic welfare of the inhabitants of the County and the Cities.

VI. INDEMNIFICATION AND INSURANCE

A. Designated Fiduciary Agent agrees to hold harmless the County and Cities, their officers, employees and agents from all losses, suits, damages or costs of any kind, including reasonable attorney's fees, defense costs and expenses arising from the Designated Fiduciary Agent's performance pursuant to this agreement. It is understood and agreed that the Designated Fiduciary Agent may elect to self-insure against any or all of the risks enumerated in this section. The Designated Fiduciary Agent shall provide the County and Cities with current insurance certificates or the evidence of coverage if requested.

B. The County and Cities agree to hold harmless the Designated Fiduciary Agent and each participating City, its officers, employees and agents from all losses, suits, damages or costs

of any kind, including reasonable attorney's fees, defense costs and expense arising from each City's performance pursuant to this agreement. It is understood and agreed that any City may elect to self-insure against any or all of the risks enumerated in this section. Each City and County shall provide the Designated Fiduciary Agent or other participating Cities with current insurance certificates or evidence if requested.

VII. TERM AND TERMINATION

A. The term of this Agreement shall begin on July 1, 2017 and shall continue through June 30, 2020. This Agreement shall thereafter automatically be renewed for three successive one-year periods unless terminated in writing by any of the Cities.

B. Any participating jurisdiction may terminate this Agreement upon written notice to the Designated Fiduciary Agent no less than 120 days prior to the end of a fiscal year, or renewal period. Unless the Agreement is terminated by three or more of the Cities, it shall continue in force and effect with respect to the non-terminating parties.

C. In addition to the other termination provisions herein, this Agreement may be terminated by mutual agreement of all participating jurisdictions. In the event of termination prior to the end of the contract period of any renewal period, County and Cities shall be required to pay only their proportionate shares of all services actually performed to date and any expenses required to conclude the termination of services.

C. This Agreement is subject to cancellation pursuant to A.R.S. § 38-511, the provisions of which are incorporated herewith by reference.

D. The parties do not anticipate any acquisition of joint property under this Agreement. In the event of termination of this Agreement, any property supplied by a participating jurisdiction pursuant to this agreement shall be and remain the property of said jurisdiction.

VIII. WAIVER

Waiver, or the failure of any party at any time to require performance by the other, of any provision herein, shall in no way affect that party's subsequent rights and obligations under that provision. Waiver by any party of any breach or any provision herein shall not be taken or held to be a waiver of any succeeding breach of such provision or waiver of such provision itself.

IX. ENTIRE AGREEMENT

This written Agreement, constitutes the entire agreement between the participating jurisdictions with respect to the subject matter hereof, and shall supersede all previous proposals, negotiations, representations, commitments, writings, and agreements. It may not be released, discharged, changed or modified, except by an instrument in writing, signed by a duly authorized representative of each of the parties except as expressly provided otherwise in this Agreement.

X. RIGHTS OF THE PARTIES ONLY

The terms of this Agreement are intended only to define the respective rights and obligations of the parties. Nothing expressed herein shall break any rights or duties in favor of any potential third party beneficiary or other person, agency or organization.

XI. NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY

A. To the extent required by law, the parties shall comply with Title VII of the Civil Rights Act of 1964, as amended, the Age Discrimination in Employment Act, and State Executive Order No. 75-5 which mandated that all persons, regardless of race, religion, handicap, color, age, sex, political affiliation or national origin shall have equal access to employment opportunities.

B. All parties shall comply with (1) 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 handicap; (2) all applicable federal regulations regarding equal employment opportunity and relevant orders issued by the U.S. Secretary of Labor; and (3) all applicable provisions of the Americans Disabilities Act (Public Law 101336, 42 U.S.C. §§ 12101-12213) and all applicable Federal Regulations under the Act including 28 CFR Parts 35 & 36.

XII. APPROVAL OF THE PARTIES

A. Before the Agreement shall become effective and binding upon the parties, it must be approved by the County Board of Supervisors and the Council of each participating city. In the event that any party fails or refuses to approve this Agreement, it shall be null and void and of no effect whatsoever.

B. Pursuant to A.R.S. § 11-952(D), counsel for each party to this Agreement has determined that the foregoing Agreement is in proper format and is within the powers and authority granted to the respective public agency.

C. This Agreement may be signed by the respective parties in multiple counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument, provided that all parties have approved and executed one or more such documents prior to recordation.

IN WITNESS WHEREOF, the parties to this Agreement have hereunto set their hands the date and year written.

APPROVED:

COUNTY OF COCHISE:

By: _____
Ann English, Chair Date
Board of Supervisors

ATTEST:

By: _____
Arlethe G. Rios, Clerk Date
Board of Supervisors

By: _____
Britt Hanson Date
Chief Civil Deputy
Cochise County Attorney

APPROVED:

CITY OF BENSON:

By: _____
Toney D. King Date
Mayor, City of Benson

ATTEST:

By: _____
Vicki L. Vivian, CMC Date
City Clerk, City of Benson

By: _____
Mesch Clark Rothschild Date
By Gary J. Cohen,
City Attorney, City of Benson

CITY OF BISBEE:

By: _____
David M. Smith Date
Mayor, City of Bisbee

ATTEST:

By: _____
Ashlee Coronado Date
City Clerk, City of Bisbee

By: _____
Britt Hanson Date
City Attorney, City of Bisbee

CITY OF DOUGLAS:

By: _____
Robert Uribe Date
Mayor, City of Douglas

ATTEST:

By: _____
Brenda Aguilar Date
City Clerk, City of Douglas

By: _____
Juan P. Flores Date
City Attorney, City of Douglas

CITY OF SIERRA VISTA:

By: _____
Frederick W. Mueller Date
Mayor, City of Sierra Vista

ATTEST:

By: _____
Jill Adams Date
City Clerk, City of Sierra Vista

By: _____
Nathan Williams Date
City Attorney, City of Sierra Vista

CITY OF WILLCOX:

By: _____
Mike Laws Date
Mayor, City of Willcox

ATTEST:

By: _____
Crystal Hadfield Date
City Clerk, City of Willcox

By: _____
Ann Roberts Date
City Attorney, City of Willcox

CITY OF TOMBSTONE:

By: _____
Dusty Escapule Date
Mayor, City of Tombstone

ATTEST:

By: _____
Brenda Ikirt Date
Acting City Clerk, City of Tombstone

By: _____
P. Randall Bays Date
City Attorney, City of Tombstone