

TOURISM MARKETING SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT FOR TOURISM MARKETING SERVICES (the "Agreement") is made and entered into this 21st day of July, 2026 (the "Effective Date"), by and between the City of Bisbee, an Arizona municipal corporation (the "City"), and Gordley Design Group Inc. d/b/a Gordley Group, an Arizona Corporation ("Gordley Group") for tourism marketing and destination promotion services for the City's Destination Marketing Organization ("DMO"). The City and Gordley Group may hereinafter be referred to individually as a "Party" or collectively as the "Parties."

RECITALS

WHEREAS, the City seeks to enhance its local economy and quality of life by increasing tourism, promoting local events, and marketing Bisbee as a unique and attractive destination for visitors, with emphasis on overnight stays; and,

WHEREAS, a key objective of the City is to maximize transaction privilege tax collections made possible by visitor spending in the City; and,

WHEREAS, Gordley Group submitted a Proposal in response to the City's Request for Proposals ("RFP") for tourism marketing services, which Proposal is incorporated herein; and,

WHEREAS, the Arizona Office of Tourism ("AOT") is the Destination Marketing Organization ("DMO") for the State of Arizona and partners with local DMOs for the purpose of coordinating tourism promotion within the State of Arizona; and,

WHEREAS, the AOT recognizes only one DMO per established community, which local DMO is defined as a non-profit entity or government unit that is responsible for the tourism promotion and marketing of a destination on a year-round basis; and,

WHEREAS, the City shall continue to serve as the designated DMO recognized by the AOT and desires to engage Gordley Group to provide tourism marketing, advertising, promotional, stakeholder engagement, and related professional services in support of the City's tourism objectives.

WHEREAS, the Parties seek to further the goals and intent of the City's Bed Tax Ordinance to use the proceeds of the Bed Tax for promoting the City of Bisbee as an overnight visitor destination.

NOW, THEREFORE, in consideration of the mutual covenants, undertakings and conditions set forth below and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

AGREEMENT

1. Incorporation of Recitals. The Recitals set forth in the preamble of this Agreement are hereby incorporated into this Agreement as if fully set forth herein.

2. Scope of Services. Gordley Group shall provide tourism marketing, destination promotion, advertising, stakeholder engagement, public relations, website support, strategic planning, and related professional services in support of the City's tourism and economic development objectives ("the "Services"). The Services provided by Gordley Group include the following:

- a. Gordley Group will promote the City's tourism objectives, to generate economic activity through effective marketing of the City.
- b. Gordley Group will develop and implement a comprehensive, year-round strategic marketing plan to promote the City as a visitor destination, which will include generating national and international exposure to the City.
- c. Gordley Group will generate promotional events, produce marketing content, and execute targeted advertising campaigns to attract visitors to the City and generate overnight visitation.
- d. Gordley Group will collaborate with local businesses, attractions, and community stakeholders to enhance the visitor experience in the City.
- e. Gordley Group will develop a new dedicated website and social media presence for tourism marketing. The maintenance and updates for the website and social media presence will be the responsibility of the City.
- f. Gordley Group will support and promote a robust calendar of events to attract visitors throughout the year, especially during slower season periods.
- g. Gordley Group shall submit all required documentation to the City in order for the City to maintain its official DMO status.
- h. Gordley Group shall submit an annual budget and strategic marketing plan for review and approval by the City, no later than January 30 in order to be included in the City's annual budget discussions.
- i. Gordley Group shall establish key performance indicators ("KPIs") to measure the success of its marketing efforts, which may include metrics such as website traffic, social media engagement, visitor numbers, and lodging tax collections.
- j. Gordley Group will grant the City access to its project management platform, will discuss scope of work objectives, set benchmarks and timelines, and formulate a strategic plan for success.

- k. Gordley Group will provide the City Council with quarterly and annual reports detailing its activities, budget expenditures, KPIs, and progress towards the Parties' goals.
- l. The City anticipates the formation of a Tourism Advisory Board and once formed and established, Gordley Group will work with and present at a minimum quarterly updates and incorporate stakeholder input.

3. DMO Designation and Compliance. The City shall remain the designated DMO recognized by the AOT. Nothing contained in this Agreement shall transfer DMO designation, authority, or governance responsibilities to Gordley Group. Gordley Group's role shall be limited to providing the Services in support of the City's tourism promotion objectives. The City shall retain exclusive authority for all matters relating to its designation as the DMO, including grant applications, certifications, reporting, compliance determinations, and communications with AOT. Gordley Group shall provide administrative assistance only and shall not represent itself as the City's designated DMO. However, Gordley Group shall comply with all applicable AOT policies, cooperative marketing requirements, grant conditions, branding standards, reporting deadlines, and recordkeeping obligations applicable to Services performed under this Agreement.

4. City Visitor Center. The City will continue to operate and manage a local visitor center, which will be separate from and not a part of the Services with Gordley Group – However, Gordley Group will work with the City to support the City's visitor center program so that it aligns with the Services to further increase a great visitor experience in Bisbee.

5. Term of Agreement. This Agreement shall commence on the Effective Date and shall continue until July 31, 2027, unless earlier terminated as provided herein. This Agreement may be renewed for subsequent two (2) year terms upon written mutual consent of both Parties.

6. Compensation and Funding. The City shall pay Gordley Group an annual fee of Ninety-Eight Thousand Dollars (\$98,000.00) for the Services provided under this Agreement. The annual fee shall be paid in monthly installments of Eight Thousand One Hundred Sixty-Six Dollars and Sixty-Seven Cents (\$8,166.67).

The annual fee includes development and implementation of the City's tourism marketing program, strategic planning, advertising and marketing management, stakeholder engagement, public relations, website oversight, social media strategy, AOT coordination, performance reporting, and related Services described in the Scope of Services.

Advertising purchases, media placements, photography, sponsorships, videography, printing, website maintenance, sponsored content, event promotion, influencer agreements and other third-party expenses are not included in the annual fee and shall be subject to prior City approval. Such expenses shall require prior written authorization by the City and be paid directly by the City or reimbursed to Gordley Group at actual cost, as approved by the City.

Gordley Group shall submit an annual tourism marketing plan and proposed budget for the upcoming fiscal year no later than January 30 of each year. Any funding provided through AOT programs or other grants may be incorporated into the City's tourism marketing budget upon approval by the City.

All compensation under this Agreement shall remain subject to annual appropriation by the City Council.

7. Termination. This Agreement may be terminated by either Party with sixty (60) days' written notice. In the event of termination, Gordley Group will provide a final report the date of termination. Either Party may terminate this Agreement upon the other Party's failure to cure a material breach of the Agreement within fifteen (15) days of written notice to cure said breach. Within thirty (30) days following termination, Gordley Group shall transfer all digital assets, credentials, project files, reports, source files, vendor contacts, analytics, websites, and work product to the City without additional charge.

8. Audit and Records. Gordley Group agrees to maintain accurate financial records to enable the City to verify that any funds provided under this Agreement are expended in accordance with this Agreement. Gordley Group agrees that the City has the right to audit such funds to ensure compliance with this Agreement, upon reasonable notice. Gordley Group shall retain all records related to this Agreement for at least five (5) years after final payment and make such records available to the City and/or AOT, if required. Gordley Group acknowledges records relating to this Agreement may be subject to Arizona Public Records Law and shall cooperate with the City in responding to lawful requests.

9. Intellectual Property Rights. The City shall be the sole and exclusive owner of all rights, title, and interest in and to the Deliverables that will be provided for under this Agreement, including any associated Intellectual Property Rights. Gordley Group shall have a royalty-free license to use such Deliverables for tourism and community purposes during the term of this Agreement. For the purposes of this Agreement: (i) "Deliverables" means all documents, work product, concepts, designs, and other materials that are created hereunder in connection with or in the course of performing the Services; and (ii) "Intellectual Property Rights" means any and all trade secrets, trademarks, copyrights, patents, industrial designs and any other intangible property in which any person holds proprietary rights, title, interests, or protections, however arising, pursuant to any jurisdiction throughout the world, including all applications, registrations, renewals, issues, reissues, extensions, divisions, and continuations in connection with any of the foregoing and the goodwill connected with the use of and symbolized by any of the foregoing. Any Intellectual Property Rights created by Gordley Group without the use of City funds shall remain the Intellectual Property of Gordley Group and the City shall have a royalty-free license to use such Intellectual Property during the term of this Agreement. Except for stock photography and videos, the City shall own all website domains, URLs, social media accounts, analytics accounts, CRM databases, advertising accounts, photographs, videos, creative assets, mailing lists, passwords, and other digital assets purchased or developed with City funds. Any stock photography and videos purchased for use with City funds will be considered licensed royalty free for their original usage.

The City hereby agrees not to object to Gordley Group's use, reproduction, and display of the Deliverables solely for the purpose of showcasing the Deliverables in Gordley Group's own marketing campaigns and promotional materials, including without limitation Gordley Group's portfolio, website, and case studies, to demonstrate Gordley Group's design capabilities (the "Permitted Purpose"). Gordley Group agrees not to use, license, sell, or otherwise commercially exploit the Deliverables in any manner, except as expressly provided in this Agreement. Gordley Group further agrees not to use the work produced by way of this Agreement in any manner that competes with the City, is detrimental to the City, or disparages the City. The City's agreement not to object pursuant to this section is perpetual, non-exclusive, and royalty-free, subject to the restrictions set forth herein.

10. Insurance. Gordley Group shall maintain general liability insurance, with the City named as an additional insured for purposes of this Agreement. Such insurance shall include Commercial General Liability with an unimpaired limit of not less than \$1,000,000 for each occurrence, and a \$2,000,000 General Aggregate Limit, Automobile Liability with a limit of \$1,000,000 each occurrence (if applicable), Workers Compensation with statutory limits, Employer's Liability, Professional Liability with an unimpaired limit of \$1,000,000 each claim and \$2,000,000 all claims, Cyber Liability with an unimpaired limit of \$1,000,000 each claim. All policies shall provide for additional insured endorsements with the City as an additional insured, and shall be primary non-contributory with a waiver of subrogation where commercially available. Gordley Group shall provide the City with certificates of insurance prior to the commencement of any work for the City.

11. Independent Contractor/Third-Parties. Gordley Group is an independent contractor and not an agent or employee of the City. This Agreement gives no rights or benefits to anyone other than the Parties hereto and has no third-party beneficiaries.

12. Compliance with Laws. The Parties shall comply with all applicable federal, state, and local laws and regulations.

13. Indemnification. Each Party agrees to hold harmless, indemnify, and defend the other against any claims, damages, or liabilities arising from its own negligence or performance under this Agreement. Gordley Group shall defend, indemnify, and hold harmless the City from claims arising from Consultant's negligence, intellectual property infringement, advertising content, employment practices, subcontractors, data breaches, and violations of law.

14. Governing Law/Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona, without regard to conflicts of laws principals. Any suit, action or proceeding seeking to enforce any provision of, or based on any matter arising out of or in connection with, this Agreement shall be brought in a state court in Cochise County, Arizona.

15. Severability. In the event that any phrase, clause, sentence, paragraph, or other portion of this Agreement shall be illegal, null or void or against public policy, for any reason, or shall be held by any court of competent jurisdiction to be illegal, null or void or against public policy, the remaining portions of this Agreement shall not be affected thereby and shall remain in full force

and effect to the fullest extent permissible by law and the Parties will negotiate diligently in good faith for such amendments of this Agreement as may be necessary to achieve its intent, notwithstanding such invalidity or unenforceability.

16. Authority. The Parties represent and warrant to the other Party that the execution, delivery and performance of this Agreement has been duly authorized by the responsible Parties thereof. The Parties warrant that all required approvals have been obtained and the executing individual has authority to bind the Party.

17. Conflict of Interest. This Agreement is subject to the provisions of A.R.S. § 38-511.

18. E-Verify Requirements. To the extent applicable under A.R.S. § 41-4401, Gordley Group 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). Gordley Group or its subcontractor's breach of the above-mentioned 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 randomly inspect the papers and records of Gordley Group and its subcontractors who work on this Agreement to ensure that Gordley Group and its subcontractors are complying with the above-mentioned warranty.

19. Agreement Subject to Appropriation. The City is obligated only to pay its obligations set forth in this Agreement as may lawfully be made from funds appropriated and budgeted for that purpose during the City's then current fiscal year. The City's obligations under this Agreement are current expenses subject to the "budget law" and the unfettered legislative discretion of the City concerning budgeted purposes and appropriation of funds. Should the City elect not to appropriate and budget funds to pay its Agreement obligations, this Agreement shall be deemed terminated at the end of the then-current fiscal year term for which such funds were appropriated and budgeted for such purpose and the City shall be relieved of any subsequent obligation under this Agreement. The Parties agree that the City has no obligation or duty of good faith to budget or appropriate the payment of the City's obligations set forth in this Agreement in any budget in any fiscal year other than the fiscal year in which this Agreement is executed and delivered. The City shall be the sole judge and authority in determining the availability of funds for its obligations under this Agreement. The City shall keep Gordley Group informed as to the availability of funds for this Agreement. The obligation of the City to make any payment pursuant to this Agreement is not a general obligation or indebtedness of the City. Gordley Group hereby waives any and all rights to bring any claim against the City from or relating in any way to the Owner's termination of this Agreement pursuant to this Section. Nothing set forth in this Section shall be construed as a waiver by Gordley Group of its right to bring claims against the City for all other matters related to this Agreement.

20. Israel. To the extent A.R.S. § 35-393 through § 35-393.03 are applicable, the Parties hereby certify that they are not currently engaged in, and agree for the duration of this Agreement to not engage in, a boycott of goods or services from Israel, as that term is defined in A.R.S. § 35-393, and shall not adopt a policy that has the effect of inducing or requiring a person or company to boycott Israel.

21. Forced Labor of Ethnic Uyghurs Prohibited. By entering into this Agreement, Gordley Group certifies and agrees Gordley Group does not currently use and will not use for the term of this Agreement: (i) the forced labor of ethnic Uyghurs in the People's Republic of China; or (ii) any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; or (iii) any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.

22. Notices. All notices, demands or other communications given hereunder shall be in writing and shall be deemed to have been fully delivered upon personal delivery or as of the second business day after mailing by United States Mail, postage prepaid, by Certified Mail, return receipt requested, addressed as follows:

To City:
City of Bisbee
Attn: City Manager
118 Arizona Street
Bisbee, Arizona 85603

To Gordley Group:
Gordley Group
Attn: Tom Baca
2540 N. Tucson Blvd.
Tucson, Arizona 5716

Notice of address may be changed by any Party by giving notice to the other Parties in writing of a change of address. Such change shall be deemed to have been effectively noticed five (5) days after mailed by the Party changing address.

23. No Waiver. No delay in exercising any right or remedy shall constitute a waiver thereof, and no waiver by either Party of any breach of any of the terms, covenants or conditions of this Agreement shall be construed or held to be a waiver of any succeeding or preceding breach of the same for any other term, covenant or condition herein contained.

24. Survival Of Provisions. Any terms or conditions of this Agreement that require acts beyond the date of its termination will survive the termination of this Agreement, will remain in full force and effect unless and until the terms of conditions are completed, and will be fully enforceable by either Party.

25. Assignment. Neither Party will have the power to or will assign any of the duties or rights or any claim arising out of or related to this Agreement without the prior written consent of the other Party. Any unauthorized assignment is void and unenforceable. These conditions and the entire Agreement is binding on and inures to the benefit of the Parties and their respective permitted successors and assigns.

26. Entire Agreement/Amendments. This Agreement contains the entire agreement between the Parties and supersedes all prior agreements, whether oral or written, between the Parties with

respect to the subject matter of this Agreement. Neither Party will be bound by or be deemed to have made any representations, warranties, commitments, or other undertakings with respect to the subject matter of this Agreement that are not contained in this Agreement. This Agreement may only be amended by a written document signed by both Parties.

27. Captions And Headings. The captions and headings of sections contained in this Agreement are inserted as a matter of convenience and for reference, and do not affect the scope or meaning of this Agreement or the intent of any provision hereof.

28. Counterparts. This Agreement may be executed in any number of counterparts, all such counterparts shall be deemed to constitute one and the same instrument, and each of said counterparts shall be deemed original hereof.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by the respective authorized representatives as of the Effective Date first set forth above.

CITY OF BISBEE

GORDLEY GROUP, INC

By: Ken Budge
Ken Budge, Mayor

By: Tomás H. Baca
Tom Baca, President

ATTEST:

Nina Williams
Nina Williams, Acting City Clerk

APPROVED AS TO FORM:

Joseph D. Estes
Joseph D. Estes, City Attorney