



CONTRACT NUMBER: 2025-009
Presenting Department: Office of Tourism

ORGANIZATION NAME: PRESCOTT FRONTIER DAYS
WORLD'S OLDEST RODEO

PHONE: (928) 445-3103

EMAIL: info@worldsoldestrideo.com

Address: 840 Rodeo Dr., Mackin Building # D Prescott, AZ 86305

TERM DETAILS: One Year

DOLLAR AMOUNT: \$40,000

SCOPE OF SERVICES:

The above dollar amount is to be used to encourage and support event marketing outside of the Prescott area to encourage overnight visitation. These grant dollars additionally support the World's Oldest Rodeo benefitting residents and visitors alike. Funds are provided by the Transient Occupancy (Bed Tax).

The Office of Tourism
hello@experienceprescott.com | www.experienceprescott.com



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**GRANT AGREEMENT FOR TOURISM MARKETING
BETWEEN THE CITY OF PRESCOTT OFFICE OF TOURISM
AND**

Prescott Frontier Days | World's Oldest Rodeo

THIS AGREEMENT, entered this July 1st 2024, by and between the CITY OF PRESCOTT (hereinafter referred to as "City"), an Arizona municipality, and Prescott Frontier Days, hereinafter referred to as "Organization".

WHEREAS, the City has the authority to enter into this Agreement pursuant to ARS § 9-493 and ARS § 9-500.11 and the Prescott City Charter; and

WHEREAS, it is in the best interests of the City to enter into this Agreement in order to support marketing efforts that further benefit residents and visitors alike; and

WHEREAS, The Transient Occupancy (Bed Tax) Fund has historically provided an annual contribution to this organization; and

WHEREAS, it is in the best interest of both the City and the Organization to enter into this agreement to promote tourism and travel in the City of Prescott.

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants herein contained, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each party to the other, it is hereby agreed as follows:

1. The term of this Agreement shall be for a period of one (1) year, commencing on July 1st, 2024, and ending June 30th, 2025. The City shall provide the Organization the above budgeted funds noted on the contract summary page, payable in one installment from the City of Prescott Transient Occupancy (Bed Tax) funds on or before June 30th, 2025. The contract summary page is hereby incorporated into this Agreement by reference.
2. The Organization shall expend all funds received from the City pursuant to Paragraph 1 above solely for the following purposes: grant, sponsorship and support designation solely for



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advertising, destination (tourism) marketing and advertising, event promotion, coordination, and logistics.

3. The organization shall work with the City of Prescott to advance and promote the City's vision, mission, and values for tourism. The most current version of the Experience Prescott logo shall be used on and a website link for travel and accommodation plans shall link directly to the official City Tourism Office website, *experienceprescott.com*.
4. The Organization shall deliver a post event report to the Office of Tourism within sixty days of the event's completion.
5. To the fullest extent allowed by law, the Organization agrees to defend, indemnify and hold harmless the City of Prescott, and its employees, officers, agents and representatives from all claims, including attorneys' fees and cost of litigation, actions, loss, damage, expense, cost or claims, caused by the negligence or intentional acts of the Organization. It is the intent of the parties to this Agreement that the City of Prescott shall, in all instances, be indemnified against all liability, losses and damages of any nature what so ever for or on account of any injuries to or death of persons or damages to or destruction of, property belonging to any person arising out of or in any way connected with the performance of this Agreement, caused by, or alleged to be caused in whole or in part by the negligence or fault of Organization or of its officers, agents or employees, or subcontractors.
6. Pursuant to A.R.S. Section 38-511, the City of Prescott may cancel this Agreement, without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating the agreement on behalf of the City is, at any time while the Agreement or any extension of the Agreement is in effect, an employee or agent of any other party to the Agreement in any capacity or a consultant to any other party of the Agreement with respect to the subject matter of the Agreement. In the foregoing event, the City of Prescott further elects to recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement on behalf of the City of Prescott from any other party to the Agreement arising as a result of this Agreement.
7. The parties hereto expressly covenant and agree that in the event of a dispute arising from this Agreement, each of the parties hereto waives any right to a trial by jury. In the event of litigation, the parties hereby agree to submit to a trial before the Court. The parties agree that the Yavapai County Superior Court is the appropriate venue.
8. The parties hereto expressly covenant and agree that in the event of litigation arising from this Agreement, except as otherwise specifically provided herein, neither party shall be entitled to an award of attorneys' fees, either pursuant to the Contract, pursuant to ARS Section 12-341.01(A) and (B), or pursuant to any other state or federal statute, common law, or court rule.



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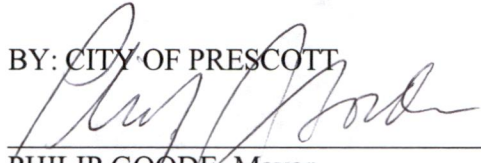
9. The Organization with regard to the work performed by it after award and during its performance of this contract, will not discriminate on the grounds of race, color, national origin, religion, sex, disability or familial status in the selection and retention of subcontractors, including procurement of materials and leases of equipment.
10. The Organization will not participate either directly or indirectly in the discrimination prohibited by or pursuant to Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Section 109 of the Housing and Community Development Act of 1974, the Age Discrimination Act of 1975, the Immigration Reform and Control Act of 1986, the Drug Free Work Act of 1989 and Executive Order 99-4, 2000-4 and 2000-09.
11. It is expressly agreed and understood by and between the parties that the Organization is an independent contractor, and as such neither the Organization, its employees or agents shall become a City employee, and are not entitled to payment or compensation from the City or to any fringe benefits to which other City employees are entitled other than that compensation as set forth in Section 1 above. As an independent contractor, the Organization further acknowledges that it is solely responsible for payment of any and all income taxes, FICA, withholding, unemployment insurance, or other taxes due and owing any governmental entity whatsoever as a result of this Agreement. As an independent contractor, the Organization further agrees that it and its employees and agents will conduct themselves in a manner consistent with such status, and that they will neither hold themselves out nor claim to be an officer or employee of the City by reason thereof, and that they will not make any claim, demand or application to or for any right or privilege applicable to any officer or employee of the City, including but not limited to workmen's compensation coverage, unemployment insurance benefits, social security coverage, or retirement membership or credit.
12. This Agreement is the result of negotiations by and between the parties. Although it has been drafted by the Prescott City Attorney, it is the result of the negotiations between the parties. Therefore, any ambiguity in this Agreement is not to be construed against either party.
13. This Agreement is non-assignable by Organization unless approved in writing and in advance by the City.
14. This Agreement shall be construed under the laws of the State of Arizona.
15. Nothing in the Contract shall be construed to make either party the legal representative or agent of the other party, nor shall either party have the right or authority to assume, create or incur any liability or any obligation of any kind, either expressed or implied, in the name of or on behalf of the other party. The relationship created by the Contract shall be that of independent contractor, not joint venture, agent or business partners.



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16. By entering this Agreement, the Organization certifies that it is not currently, and will not during the term of this Agreement, boycott the country of Israel, as that term is defined by A.R.S. §35-393, *et seq.*
17. Fulfillment of the obligation of the City under this Agreement is conditioned upon the availability of funds appropriated or allocated for the performance of such obligations. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the City at the end of the period for which the funds are available. No liability shall accrue to the City in the event this provision is exercised, and the City shall not be obligated or liable for future payments as a result of termination under this paragraph.

BY: CITY OF PRESCOTT



PHILIP GOODE, Mayor

APPROVED AS TO FORM:



JOSEPH D. YOUNG, City Attorney

ATTEST:



SARAH M. SIEP, City Clerk

Organization Name: Prescott Frontier Days®, Inc.


Event Name: 138th World's Oldest Rodeo®

Point of Contact: Jim Dewey Brown

Address: 840 Rodeo Dr., Bldg. D; Prescott 86305

Email Address: jimdewey@worldsoldestrodeo.com

Phone Number: 928-445-3103

Signature: 

Signature: 

Email: sponsors@worldsoldestrodeo.com