

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN
RIO NUEVO MULTIPURPOSE FACILITIES DISTRICT
AND
MARSON MEDIA, LLC**

For reference, the Professional Services Agreement ("Agreement") is dated November 30, 2015. The parties to this Agreement are the Rio Nuevo Multipurpose Facilities District, an Arizona tax levying special facilities district (the "District") and Marson Media, LLC ("Consultant").

RECITALS

A. The Consultant submitted a "Proposal" to professionally highlight the District's successes in Phoenix and Maricopa County, Arizona, in general and targeting television and radio reporters.

B. The District desires to enter into an agreement with Consultant to provide such professional services.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by reference, the following mutual covenants and conditions, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the District and the Consultant hereby agree as follows:

1. **Term of Agreement.** This Agreement shall commence on December 1, 2015 and continue thereafter through May 31, 2016, unless earlier terminated as provided herein (the "Term").

2. **Services.** The "Services" provided by the Consultant are those set forth in the Proposal, a copy of which is attached as Exhibit A as well as all additional actions requested by the District provided they are closely related to the actions outlined in the Proposal.

3. **Compensation.** The District shall pay Consultant a total of Twelve Thousand (\$12,000.00) Dollars for its Services ("Compensation"), which amount shall be paid as follows: Two Thousand (\$2,000) Dollars upon the full execution of this Agreement and Two Thousand (\$2,000) Dollars on January 1, 2016 and the first of each month thereafter during the Term of this Agreement.

4. **Documents.** All documents, including any intellectual property rights thereto, prepared pursuant to this Agreement shall be the property of the District.

5. **Performance Warranty.** Consultant warrants that the Services rendered will conform to the requirements of this Agreement and to the highest professional standards in the Consultant's field.

6. **Indemnification.** To the fullest extent permitted by law, the Consultant shall indemnify, defend and hold harmless the District and each board member, officer, employee or agent thereof (the District and any such person being herein called an "Indemnified Party"), for, from and against any and all losses, claims, damages, liabilities, costs and expenses (including, but not limited to, reasonable attorneys' fees, court costs and the costs of appellate proceedings) to which any such Indemnified Party may become subject, under any theory of liability whatsoever ("Claims"), insofar as such Claims (or actions in respect thereof) relate to, arise out of, or are caused by or based upon the negligent acts, intentional misconduct, errors, mistakes or omissions, in connection with the work or services of the Consultant.

7. **Insurance.** Consultant will maintain adequate insurance to fulfill Consultant's indemnification obligations ("Insurance Obligation"). The Insurance Obligation shall include but not be limited to maintaining in full force and effect full automobile and related insurance covering the Consultant and third parties in connection with Consultant's travel for or in connection with the Services.

8. **Termination; Cancellation.**

a. **For Cause.** If either party fails to perform any obligation herein and fails to cure its nonperformance within 30 days after notice of nonperformance is given by the non-defaulting party, such party will be in default. In the event of such default, the non-defaulting party may terminate this Agreement immediately for cause and will have all remedies that are available to it at law or in equity including, without limitation, the remedy of specific performance.

b. **Conflict of Interest.** This Agreement is subject to the provisions of A.R.S. § 38-511. The District may cancel this Agreement without penalty or further obligation by the District or any of its departments or agencies if any person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement on behalf of the District or any of its departments or agencies is, at any time while the Agreement or any extension of the Agreement is in effect, an employee 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.

c. **Gratuities.** The District may, by written notice to the Consultant, cancel this Agreement if it is found by the District that gratuities, in the form of economic opportunity, future employment, entertainment, gifts or otherwise, were offered or given by the Consultant or any agent or representative of the Consultant to any officer, agent or employee of the District for the purpose of securing this Agreement. In the event this Agreement is canceled by the District pursuant to this provision, the District shall be entitled, in addition to any other rights and remedies, to recover and withhold from the Consultant an amount equal to 150% of the gratuity.

9. **Miscellaneous.**

a. **Independent Contractor.** The Consultant acknowledges and agrees that the Services provided under this Agreement are being provided as an independent contractor, not as an employee or agent of the District. Consultant is not entitled to workers' compensation benefits from the District. The District does not have the authority to supervise or control the actual work of Consultant. The Consultant, and not the District, shall determine the time of its performance of the Services. Consultant is neither prohibited from entering into other contracts nor prohibited from practicing its profession elsewhere. District and Consultant do not intend to nor will they combine business operations under this Agreement.

b. **Applicable Law; Venue.** Consultant shall abide by and conform to any and all laws of the United States, and the State of Arizona, including, but not limited to, federal and state executive orders providing for equal employment and procurement opportunities, OSHA and any other federal or state laws applicable to this Agreement. This Agreement shall be governed by the laws of the State of Arizona and suit pertaining to this Agreement may be brought only in courts in Pima County, Arizona.

c. **Laws and Regulations.** Consultant shall keep fully informed and shall at all times during the performance of its duties under this Agreement ensure that it and any person for whom the Consultant is responsible abides by, and remains in compliance with, all rules, regulations, ordinances, statutes or laws affecting the Services, including, but not limited to, the following: (A) existing and future District and Arizona and regulations, (B) existing and future State and Federal laws and (C) existing and future Occupational Safety and Health Administration standards.

d. **Amendments.** This Agreement may be modified only by a written amendment signed by persons duly authorized to enter into contracts on behalf of the District and the Consultant.

e. **Provisions Required by Law.** Each and every provision of law and any clause required by law to be in the 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, the Agreement will promptly be physically amended to make such insertion or correction.

f. **Severability.** The provisions of this Agreement are severable to the extent that any provision or application held to be invalid by a Court of competent jurisdiction shall not affect any other provision or application of the Agreement which may remain in effect without the invalid provision or application.

g. **Relationship of the Parties.** It is clearly understood that each party will act in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other for any purpose whatsoever. The Consultant is advised, and hereby agrees, that taxes or Social Security payments will not be withheld from any District

payments issued hereunder and Consultant agrees to be fully and solely responsible for the payment of such taxes or any other tax applicable to this Agreement.

h. **Entire Agreement; Interpretation; Parol Evidence.** This Agreement represents the entire agreement of the parties with respect to its subject matter, and all previous agreements, whether oral or written, entered into prior to this Agreement are hereby revoked and superseded by this Agreement. No representations, warranties, inducements or oral agreements have been made by any of the parties except as expressly set forth herein, or in any other contemporaneous written agreement executed for the purpose of carrying out the provisions of this Agreement. This Agreement shall be construed and interpreted according to its plain meaning, and no presumption shall be deemed to apply in favor of, or against the party drafting the Agreement. The parties acknowledge and agree that each has had the opportunity to seek and utilize legal counsel in the drafting of, review of, and entry into this Agreement.

i. **Assignment; Delegation.** No right or interest in this Agreement shall be assigned by Consultant without prior, written permission of the District, signed by the Chair and Treasurer of the Board, and no delegation of any duty of Consultant shall be made without prior, written permission of the District, signed by the Chair and Treasurer of the Board. Any attempted assignment or delegation by Consultant in violation of this provision shall be a breach of this Agreement by Consultant.

j. **Subcontracts.** No subcontract shall be entered into by the Consultant with any other party to furnish any of the material or services specified herein without the prior written approval of the District. The Consultant is responsible for performance of all Services.

k. **Rights and Remedies.** No provision in this Agreement shall be construed, expressly or by implication, as a waiver by the District of any existing or future right and/or remedy available by law in the event of any claim of default or breach of this Agreement. The failure of the District to insist upon the strict performance of any term or condition of this Agreement or to exercise or delay the exercise of any right or remedy provided in this Agreement, or by law, or the District's acceptance of and payment for services, shall not release the Consultant from any responsibilities or obligations imposed by this Agreement or by law, and shall not be deemed a waiver of any right of the District to insist upon the strict performance of this Agreement.

l. **Attorneys' Fees.** In the event either party brings any action for any relief, declaratory or otherwise, arising out of this Agreement or on account of any breach or default hereof, the prevailing party shall be entitled to receive from the other party reasonable attorneys' fees and reasonable costs and expenses, determined by the court sitting without a jury, which shall be deemed to have accrued on the commencement of such action and shall be enforced whether or not such action is prosecuted through judgment.

m. **Notices and Requests.** Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if (A) delivered to the party at the address set forth below, (B) deposited in the U.S. Mail, registered or certified, return receipt requested, to the address set forth below, or

(C) given to a recognized and reputable overnight delivery service, to the address set forth below:

If to the District: Rio Nuevo Multipurpose Facilities District
400 W. Congress, Suite 152
Tucson, Arizona 85701
Attn: Chairman - Fletcher McCusker

With copy to: Gust Rosenfeld, P.L.C.
One South Church Avenue
Suite 1900
Tucson, Arizona 85701-1627
Attn: Mark Collins, Esq.

If to Consultant: Barrett Marson
Marson Media, LLC
4144 N 44th ST, #A-2
Phoenix, AZ 85018

or at such other address, and to the attention of such other person or officer, as any party may designate in writing by notice duly given pursuant to this subsection. Notices shall be deemed received (A) when delivered to the party, (B) three business days after being placed in the U.S. Mail, properly addressed, with sufficient postage, or (C) the following business day after being given to a recognized and reputable overnight delivery service, with the person giving the notice paying all required charges and instructing the delivery service to deliver on the following business day. If a copy of a notice is also given to a party's counsel or other recipient, the provisions above governing the date on which a notice is deemed to have been received by a party shall mean and refer to the date on which the party, and not its counsel or other recipient to which a copy of the notice may be sent, is deemed to have received the notice.

n. **Confidentiality of Records.** The Consultant shall establish and maintain procedures and controls that are acceptable to the District for the purpose of ensuring that information contained in its records or obtained from the District or from others in carrying out its obligations under this Agreement shall not be used or disclosed by it, its agents, officers, or employees, except as required to perform Consultant's duties under this Agreement. Persons requesting such information should be referred to the District. Consultant also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of Consultant as needed for the performance of duties under this Agreement.

o. **Non-Exclusive Contract.** This Agreement is entered into with the understanding and agreement that it is for the sole convenience of the District. The District reserves the right to obtain like goods and services from another source when necessary.

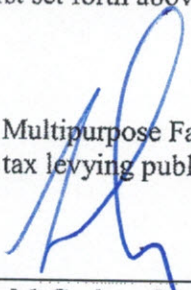
p. **Execution in Counterparts.** This Agreement may be executed in several counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same instrument. In addition, this Agreement may contain more than one counterpart of the signature pages, and this Agreement may be executed by the affixing of the signature

pages, and all such counterpart signature pages shall be read as though part of a single document, and they shall have the same force and effect as though all the signers had signed a single signature page.

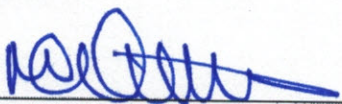
IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first set forth above.

"District"

Rio Nuevo Multipurpose Facilities District,
an Arizona tax levying public improvement district

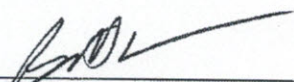
By: 
Fletcher McCusker, Chairman

ATTEST:

By: 
Mark Irvin, Secretary

"Consultant"

Marson Media, LLC

By: 
Barrett Marson

Its: CEO

Exhibit A

MarsonMEDIA)))

To: Fletcher McCusker

From: Barrett Marson

Re: Rio Nuevo public relations

Second chances don't turn out any better than Rio Nuevo's new lease on life.

The downtown Tucson district came under intense criticism early in its life for squandering public resources with little to show for it. But Rio Nuevo's second act is the story of an impressive turnaround.

Rio Nuevo seeks to tell that story on a statewide level, targeting state leaders who know all too well the district's early missteps.

Marson Media is a public relations firm in Phoenix headed by Barrett Marson. Barrett's entire professional career has been spent in and around the media, first as a reporter at newspapers around the country, then as communications director for the Arizona House of Representatives and the Arizona Department of Corrections.

Now Barrett uses his experiences to help clients take advantage of media opportunities, deal with communications challenges, respond to crisis situations and promote positive images.

For Rio Nuevo, Marson Media would work to highlight the successes in the Phoenix media market and national travel publications but targeting Phoenix TV and newspaper reporters. This effort will include touring reporters around the district and pitching Rio Nuevo board members for interviews in Phoenix and Tucson. Marson Media will also help devise communications strategies regarding legislation related to the district during the upcoming legislative session.

Marson Media would charge a retainer of \$2,000 per month for an initial term of six months. Please feel free to contact me if you have any questions.

Thank you
Barrett Marson