

**FIRST RENEWAL  
OF  
AGREEMENT NO. CON-20-132-TMG  
BETWEEN  
THE TOWN OF PARADISE VALLEY  
AND  
EXPERIENCE SCOTTSDALE**

THIS FIRST RENEWAL OF AGREEMENT NO. CON-20-132-TMG (this “First Renewal”) is entered into as of May 11, 2023, between the Town of Paradise Valley, an Arizona municipal corporation (the “Town”), and Scottsdale Convention and Visitors Bureau, Inc., an Arizona non-profit corporation doing business as Experience Scottsdale (the “Consultant”).

RECITALS

A. Agreement No. CON-20-132-TMG (the “Agreement”) commenced on June 28, 2020, with options to renew for up to two additional one-year terms covering July 1, 2023, through June 30, 2024, and July 1, 2024, through June 30, 2025 (each a “Renewal Term”).

B. Having considered the Consultant’s ability to meet its program of work and help generate Transient Lodging Tax revenues received by the Town, the Town wishes to exercise the first Renewal Term.

AGREEMENT

NOW, THEREFORE, in consideration of the following mutual covenants and conditions, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Town and the Consultant hereby agree as follows:

1. Incorporation of Defined Terms. All capitalized terms not otherwise defined in this First Renewal have the same meanings as contained in the Agreement.

2. Term of Agreement. The Agreement is hereby renewed and extended until June 30, 2024, unless terminated as otherwise provided under the terms and conditions of the Agreement.

3. Effect of Renewal. The Agreement is affirmed and ratified and, except as expressly modified herein, all terms and conditions of the Agreement shall remain in full force and effect.

4. Non-Default. By executing this First Renewal, the Consultant affirmatively asserts that (i) the Town is not currently in default, nor has been in default at any time prior to this First Renewal, under any of the terms or conditions of the Agreement, and (ii) any and all claims, known and unknown, relating to the Agreement and existing on or before the date of this First Renewal are forever waived.

5. Conflict of Interest. This First Renewal and the Agreement may be canceled by the Town pursuant to ARIZ. REV. STAT. § 38-511.

6. Forced Labor of Ethnic Uyghurs. To the extent applicable under ARIZ. REV. STAT. § 35-394, the Consultant warrants and certifies that it does not currently, and agrees for the duration of the Agreement that it will not use the forced labor, any goods or services produced by the forced labor, or 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. If the Consultant becomes aware that it is not in compliance with this paragraph, the Consultant shall notify the Town of the noncompliance within five business days of becoming aware of it. If the Consultant fails to provide a written certification that the Consultant has remedied the noncompliance within 180 days after that, the Agreement shall terminate unless the termination date of the Agreement occurs before the end of the remedy, in which case the Agreement terminates on the contract termination date.

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

**“Town”**

TOWN OF PARADISE VALLEY,  
an Arizona municipal corporation

\_\_\_\_\_  
Jill Keimach, Town Manager

ATTEST:

\_\_\_\_\_  
Duncan Miller, Town Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Andrew J. McGuire, Town Attorney  
Gust Rosenfeld, PLC

**“Consultant”**

SCOTTSDALE CONVENTION AND  
VISITORS BUREAU, INC., an Arizona  
non-profit corporation DBA EXPERIENCE  
SCOTTSDALE

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_