



Contract Number: CT-ED-13#660
 Effective Date: 01.01.2013
 Term Date: 06.30.2013
 Cost: \$15,000
 Revenue: -
 Total: \$15,000 NTE: _____
 Action
 Renewal By: _____
 Term: 06.30.2013
 Reviewed by: VB

BOARD OF SUPERVISORS AGENDA ITEM SUMMARY

Requested Board Meeting Date: April 2, 2013

ITEM SUMMARY, JUSTIFICATION &/or SPECIAL CONSIDERATIONS:

Request approval of Funding Agreement with the University of Arizona in the amount of \$15,000.00 to assist in funding to collaboratively market the attractions that feature the geographical character of Tucson and Southern Arizona; emphasizing the distinctiveness of this local through one- of- a- kind attractions such as UA Biosphere 2, Arizona Sonora Desert Museum, Kartchner Caverns State Park, etc.

MAR 22 10:04:23 AM CLK (B)

CONTRACT NUMBER (If applicable): CT ED13000 000 000 000 000660

STAFF RECOMMENDATION(S):

Staff recommends Funding Agreement be approved.

Procure Dept 03/22/13 PM 02:32

CORPORATE HEADQUARTERS: _____

TO CHH 3:22:13
 COB 3:22:13
 Agenda 4:02:13
 Addendum

CLERK OF BOARD USE ONLY: BOS MTG. _____

ITEM NO. _____

PIMA COUNTY COST: \$15,000.00 and/or REVENUE TO PIMA COUNTY: \$

FUNDING SOURCE(S): Economic Development & Tourism Fund
(i.e. General Fund, State Grant Fund, Federal Fund, Stadium D. Fund, etc.)

Advertised Public Hearing:

XX	YES			NO
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Board of Supervisors District:

1		2		3		4		5		All	XX
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IMPACT:

IF APPROVED:

Pima County will be able to assist the University with funding.

IF DENIED:

Pima County will not be able to assist the University with funding.

DEPARTMENT NAME: Economic Development & Tourism

CONTACT PERSON: Tom Moulton TELEPHONE NO.: 243-7355

CONTRACTOR, its agents, employees or anyone under its direction or control or on its behalf in connection with performance of this Contract.

CONTRACTOR warrants that all products and services provided under this contract are non-infringing. CONTRACTOR indemnifies, defends and holds COUNTY harmless from any claim of infringement arising from services provided under this contract or from the provision, license, transfer or use for their intended purpose of any products provided under this Contract.

ARTICLE V – COMPLIANCE WITH LAWS

CONTRACTOR will comply with all federal, state, and local laws, rules, regulations, standards and Executive Orders, without limitation to those designated within this Contract. The laws and regulations of the State of Arizona govern the rights of the parties, the performances of this Contract, and any disputes hereunder. Any actions relating to this Contract will be brought in a court of the State of Arizona in Pima County. Any changes in the governing laws, rules, and regulations during the terms of this Contract apply, but do not require an amendment.

ARTICLE VI – INDEPENDENT CONTRACTOR

The status of the CONTRACTOR is that of an independent contractor. Neither CONTRACTOR, nor CONTRACTOR's officers, agents or employees will be considered an employee of Pima County or be entitled to receive any employment-related fringe benefits under the Pima County Merit System. CONTRACTOR is responsible for payment of all federal, state and local taxes associated with the compensation received pursuant to this Contract and indemnifies and holds COUNTY harmless from any and all liability which COUNTY may incur because of CONTRACTOR's failure to pay such taxes. CONTRACTOR is solely responsible for Program development and operation.

ARTICLE VII – SUBCONTRACTOR

CONTRACTOR will be fully responsible for all acts and omissions of any subcontractor and of persons directly or indirectly employed by any subcontractor and of persons for whose acts any of them may be liable to the same extent that the CONTRACTOR is responsible for the acts and omissions for persons directly employed by it. Nothing in this Contract creates any obligations on the part of COUNTY to pay or see to the payment of any money due any subcontractor, except as may be required by law.

ARTICLE VIII – ASSIGNMENT

CONTRACTOR will not assign its rights to this Contract, in whole or in part, without prior written approval of the COUNTY. Approval may be withheld at the sole discretion of COUNTY, provided that such approval will not be unreasonably withheld.

ARTICLE IX – NONDISCRIMINATION

CONTRACTOR agrees to comply with all provisions and requirements of Arizona Executive Order 2009-09 including flow down of all provisions and requirements to any subcontractors. Executive Order 2009-09 supersedes Executive order 99-4 and amends Executive order 75-5 and may be viewed and downloaded at the Governor of the State of Arizona's website http://www.azgovernor.gov/dms/upload/EO_2009_09.pdf which is hereby incorporated into this contract as if set forth in full herein. During the performance of this contract, CONTRACTOR shall

not discriminate against any employee, client or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin.

ARTICLE X – AMERICANS WITH DISABILITIES ACT

CONTRACTOR will comply with all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, including 28 CFR parts 35 and 36.

ARTICLE XI – AUTHORITY TO CONTRACT

CONTRACTOR warrants its right and power to enter into this contract. If any court or administrative agency determines that COUNTY does not have authority to enter into this Contract, COUNTY is not liable to CONTRACTOR or any third party by reason of such determination or by reason of this Contract.

ARTICLE XII – FULL AND COMPLETE PERFORMANCE

The failure of either party to insist on one or more instances upon the full and complete performance with any of the terms or conditions of this Contract to be performed on the part of the other, or to take any actions permitted as a result thereof, is not a waiver or relinquishment of the right to insist upon full and complete performance of the same, or any other covenant or conditions, either in the past or in the future. The acceptance by either party of sums less than may be due and owing in at any time is not an accord and satisfaction.

ARTICLE XIII – CANCELLATION FOR CONFLICT OF INTEREST

This Contract is subject to cancellation for conflict of interest pursuant to ARS § 38-511, the pertinent provisions of which are incorporated into this Contract by reference.

ARTICLE XIV - NOTICE

Any notice required or permitted to be given under this Contract shall be in writing and will be served by personal delivery or by certified mail upon the other party as follows:

COUNTY:
Tom Moulton
33 North Stone Ave, Ste., 830
Tucson, AZ 85701
(520) 243-7355

CONTRACTOR:
Robert Logan
UA SCIENCE – College of Science
PO BOX 210077
Tucson, AZ 85721
(520) 621-4015

ARTICLE XV – REMEDIES

Either party may pursue any remedies provided by law for the breach of this Contract. No right or remedy is intended to be exclusive of any other right or remedy and each is cumulative and in addition to any other right or remedy existing at law or at equity or by virtue of this Contract.

ARTICLE XVI- PUBLIC INFORMATION

Pursuant to A.R.S. § 39-121 *et seq.*, all information regarding this agreement is subject to release and/or review by the general public including competitors.

Any records that CONTRACTOR believes constitute proprietary, trade secret or otherwise confidential information must be appropriately and prominently marked as CONFIDENTIAL by CONTRACTOR.

Notwithstanding the above provisions, in the event records marked CONFIDENTIAL are requested for public release pursuant to A.R.S. § 39-121 *et seq.*, COUNTY will release records marked CONFIDENTIAL ten (10) business days after the date of notice to the CONTRACTOR of the request for release, unless CONTRACTOR has, within the ten day period, secured a protective order, injunctive relief or other appropriate order from a court of competent jurisdiction, enjoining the release of the records. For the purposes of this paragraph, the day of the request for release is not counted in the time calculation. CONTRACTOR will be notified of any request for such release on the same day of the request for public release or as soon thereafter as practicable.

COUNTY will not, under any circumstances, be responsible for securing a protective order or other relief enjoining the release of records marked CONFIDENTIAL, nor will COUNTY be in any way financially responsible for any costs associated with securing such an order.

ARTICLE XVII – LEGAL ARIZONA WORKERS ACT COMPLIANCE

CONTRACTOR hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to CONTRACTOR'S employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). CONTRACTOR will further ensure that each subcontractor who performs any work for CONTRACTOR under this contract likewise complies with the State and Federal Immigration Laws. COUNTY has the right at any time to inspect the books and records of CONTRACTOR and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

Any breach of CONTRACTOR'S or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, is a material breach of this Contract subjecting CONTRACTOR to penalties up to and including suspension or termination of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, CONTRACTOR will take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor as soon as possible so as not to delay project completion.

CONTRACTOR will advise each subcontractor of COUNTY'S rights, and the subcontractor's obligations, under this Article by including a provision in each subcontract substantially in the following form:

"SUBCONTRACTOR hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to SUBCONTRACTOR's employees, and with the requirements of A.R.S. § 23-214 (A). SUBCONTRACTOR further agrees that COUNTY may inspect the SUBCONTRACTOR'S books and

records to insure that SUBCONTRACTOR is in compliance with these requirements. Any breach of this paragraph by SUBCONTRACTOR will be deemed to be a material breach of this contract subjecting SUBCONTRACTOR to penalties up to and including suspension or termination of this contract."

Any additional costs attributable directly or indirectly to remedial action under this Article are the responsibility of CONTRACTOR. In the event that remedial action under this Article results in delay to one or more tasks on the critical path of CONTRACTOR's approved construction or critical milestones schedule, such period of delay will be excusable delay for which CONTRACTOR is entitled to an extension of time, but not costs.

ARTICLE XVIII – SCRUTINIZED BUSINESS OPERATIONS

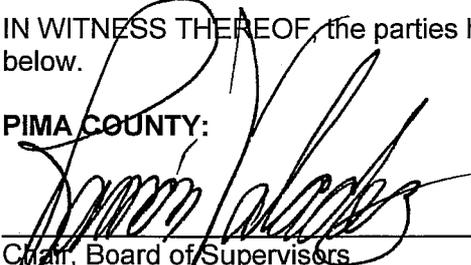
Pursuant to A.R.S. §§ 35-391.06 and 393.06, CONTRACTOR hereby certifies that it does not have scrutinized business operations in Iran or Sudan. The submission of a false certification by CONTRACTOR may result in action up to and including termination of this contract.

ARTICLE XVIII – ENTIRE AGREEMENT

This document constitutes the entire agreement between the parties pertaining to this subject matter hereof, and all prior or contemporaneous agreements and understandings, oral or written, are hereby superseded and merged herein. This Contract may be modified, amended, altered or extended only by a written amendment signed by the parties.

IN WITNESS THEREOF, the parties have affixed their signatures to this Contract on the date written below.

PIMA COUNTY:



Chair, Board of Supervisors

Date: APR 02 2013

CONTRACTOR:

KEN R. DILDINE

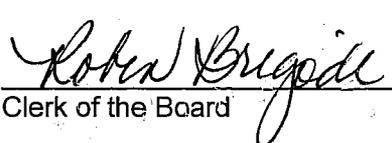
Signature

KEN R. DILDINE, VICE PRESIDENT

Printed Name and Title UNIV. OF ARIZONA FOUNDATION

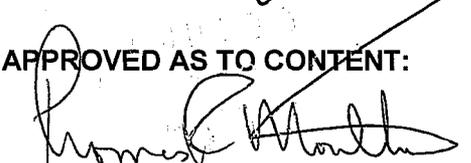
Date: 03/15/2013

ATTEST:



Clerk of the Board

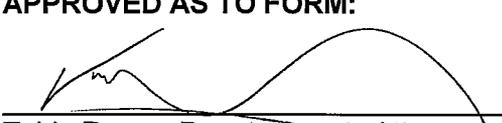
APPROVED AS TO CONTENT:



Department Head

Date: 3/6/13

APPROVED AS TO FORM:



Tobin Rosen, Deputy County Attorney

3/5/13

Date

Exhibit A

Overview

The Tucson area is one of the world's most diverse ecoregions. Because of its topographic complexity at the confluence of several major desert and forest biological provinces, this is home to more plant and animal species than anywhere in the United States. Tucson is a city that works to balance growth with the desert's limited resources—where national, ethnic, and tribal cultures define community, and where one of the world's most unique natural environments defines the life we lead.

With a history of engagement, the University of Arizona College of Science's innovations and accomplishments have largely derived from the unique qualities and resources that our region provides. The College's academic and research successes parallel the achievements of *all* Southern Arizonans. Now, as a leading partner, UA Biosphere 2 has created a synergistic initiative with leading Southern Arizona scientific wonders to create a "geotourism" experience that truly defines our Sonoran Desert as the region *where science lives!*

Geotourism adds to sustainability principles by building on a destination's character—its "sense of place"—to emphasize the distinctiveness of its locale for the benefit of visitors and residents alike. "Only Here, Only Tucson" can you find one-of-a-kind destinations like UA Biosphere 2, Arizona Sonora Desert Museum, Kartchner Caverns State Park and the Mt. Lemmon sky island / UA SkyCenter.

Together these institutions, attractions, facilities and landscapes reveal the unique biology, ecology, geology and astronomy of the Tucson/Southern Arizona region to affirm a tourist experience that is richer than the sum of its parts—appealing to diverse interests and allowing enthusiastic visitors to return home with new knowledge about this exciting destination.

Deliverables

- Estimated \$600,000 worth of local media advertising on TV, cable, radio, billboards and multiple print publications including Az. Daily Star (fiscal year).
- Creative advertising campaign which will invite locals to come visit and enjoy some of the best tourism destinations in the world located right in their back yard.
- Help educate locals on how special Southern Arizona is given our climate and position in the unique Sonoran Desert.
- Provide new programs and outreach activities between the Geotourism partners that can be directly targeted to the local market and help get more visitors to experience each one.



Mission

The Tucson area is one of the world's most diverse ecoregions; it is proposed that this area be positioned as a national and international geotourism destination. Emphasizing the distinctiveness of this locale through one-of-a-kind attractions (initially including UA Biosphere 2, Arizona Sonora Desert Museum, Kartchner Caverns State Park and UA Mt. Lemmon SkyCenter) will provide a rich visitor experience founded on scientific wonder.

Vision

For the benefit of visitors and residents alike, attractions that feature the geographical character of Tucson and Southern Arizona will be collectively positioned and promoted to appeal to the broad scientific interests of visitors. This effort will aim to create synergy with a potential economic development message that positions Tucson as a "Science City."

Business Objectives

- Create a financial structure that allows donor(s) to assist in geotourism funding efforts through the College of Science.
- Define a sustainable structure that ensures a campaign life span of 3-5 years.
- Partner with AAF Tucson to promote the geotourism effort through a full-scale multi-media public service advertising campaign.
- Become a first-choice destination for those seeking a geotourism experience.

Communication Objectives

- Collaboratively market local geotourism attractions as engaging and accessible ambassadors of our region's scientific wonder to both residents and visitors.
- Communicate the area's unique landscape, natural wonders, and earned preeminence in astronomy, environmental science, ecology, solar, geology and sustainability.
- Support and build upon the region's economic development messages.

Geotourism Plan Endorsers

American Advertising Federation Tucson
Arizona Daily Star
Arizona State Parks
Arizona Sonora Desert Museum
Canyon Ranch
Cox Communications
Innovation Park
Kartchner Caverns State Park
Madden Media
Metropolitan Tucson Convention & Visitors Bureau
Pima County
Raytheon
Research Corporation for Science Advancement

Sanofi-Aventis
Southern Arizona Leadership Council
Town of Oro Valley
Tucson Airport Authority
Tucson Metropolitan Chamber of Commerce
Tucson Regional Economic Opportunities
UA Biosphere 2
UA College of Science
UA Mt. Lemmon SkyCenter
University of Arizona
Ventana Medical Systems
Western National Parks



Three-Year Commitment of Resources and Expenses

Under AAFT’s Nonprofit Media Program Agreement, a three-year campaign plan would require an investment of approximately \$150,000 to yield \$1,000,000 worth of local exposure. Beyond the AAFT agreement and media partnership, \$200,000 of funding would be committed to supporting national media opportunities.

An additional \$150,000 investment is anticipated for the development and production of advertising creative (print, web, radio, television, and outdoor) to fulfill local and national media requirements over three years.

Local media partners per the AAFT agreement include: KGUN/KWBA (ABC/CW), KMSB/KTTU (FOX/MyTV), KOLD (CBS), KVOA (NBC), Cox Media, Telemundo, Tucson Newspapers, Explorer News, The Desert Leaf, Chamber Happenings, Clear Channel, Citadel Broadcasting, Good News Broadcasting, Journal Broadcast Group, Lotus Communications, Madden Media, Tucson Lifestyle, Advision, and Clear Channel Outdoor. National media partners are to be determined.

Expected Advertising Expenditure Over Three Years

- \$ 150,000 AAFT local media program investment
- \$ 200,000 Phoenix-area and national media investment
- \$ 150,000 Local/national creative and production investment
- \$ 500,000 Total advertising expenditure
- \$1,000,000 Anticipated ROI on local media as monitored and documented by AAFT

Expected Year-by-Year Advertising Expenditure

	Local Media	Ad Production	Phoenix/National Media
Year 1	\$ 50,000	\$50,000	
Year 2	\$ 50,000	\$50,000	\$100,000
Year 3	\$ 50,000	\$50,000	\$100,000
Total	\$150,000	\$150,000	\$200,000

1. Position and Build Awareness

- Position the Tucson area as a leading provider of high-quality geotourism options.
- Marketing initiatives will target tourists and residents of Tucson and Southern Arizona (primary market) within the first two years.
- Generate awareness in the local market of existing geotourism venues and the benefits they bring to the community (education, entertainment, outreach, advocacy).
- Leverage the science-based messaging used to position Tucson's economic development messaging to create synergy with the geotourism campaign message.

2. Re-Educate

- Develop marketing communications that drive attendees of one venue to the others within the geotourism umbrella.
- Create geotourism editorial tours for local press, allowing them to become reacquainted with the attractions within the geotourism collaborative.

3. Broaden the Appeal and Offer

- Marketing initiatives will be extended to include Phoenix and Northern Arizona once the primary market has been penetrated.
- Target overnight Mexican tourists to address the growing market of overnight visitors to Arizona from Mexico.
- Build on the region's character and 'sense of place' through public-private partnership opportunities. The geotourism effort will aim to create options for community involvement by inviting local businesses and civic groups to contribute to creating an even more distinctive experience and expand the appeal of attractions to a broader audience (e.g.: Citizen science projects at ASDM sponsored by a Cox Communications, Canyon Ranch clients invited to special evening events at SkyCenter, solar convention at Biosphere 2 sponsored by Research Corporation for Science Advancement, Arizona Geological Society tour and symposium at Kartchner).
- Encourage day-trippers to extend their visit overnight by providing co-operative offers (both in terms of geotourism and hotel/restaurant /entertainment options).
- Encourage vacationers to extend their visit by a day by providing co-operative offers (both in terms of geotourism and hotel/restaurant /entertainment options).

Geotourism Creative Concept

The campaign will aim to capture the essence of intrigue and discovery through vivid and captivating images that represent each of the selected geotourism venues. Integral to the ads will be the prominently positioned campaign headline **Tucson: Where Science Thrives!**

Each ad will contain a short by-line containing a scientifically accurate and fascinating fact about the topic of the associated venues. The ads will drive readers to a single, unified website containing information on the geotourism options available in the Tucson area as well as links to each venue's specific website.



MEMORANDUM

Date: December 4, 2012

To: Hank Atha
Deputy County Administrator for
Community and Economic Development

From: C.H. Huckelberry
County Administrator 

Tom Moulton, Director
Economic Development and Tourism

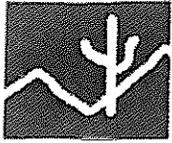
Re: **Funding of The University of Arizona College of Science Geotourism Marketing
Cooperative Initiative**

Attached is Economic Development and Tourism Director Tom Moulton's December 1, 2012 memorandum regarding funding for The University of Arizona College of Science geotourism marketing cooperative initiative. Based on his recommendation contained in the memorandum, I approve earmarking \$15,000 for Fiscal Year (FY) 2012/13 from the Economic Development and Tourism fund balance and a contribution of \$20,000 in FY 2013/14 provided the Metropolitan Tucson Convention and Visitors Bureau believes the investment is worthwhile and makes a similar contribution.

I would appreciate your review and the establishment of performance measures regarding the program's effectiveness in increasing tourism region wide.

CHH/dph

Attachment



PIMA COUNTY

Economic Development & Tourism

TO: Hank Atha
Deputy County Administrator

FROM: Tom Moulton *TRM*
Director Economic Development and Tourism

DATE: December 1, 2012

RE: Geotourism Marketing Co-op Matching Funds/TREO & OA FY 14 Budget Considerations

The University of Arizona College of Science has requested \$20,000 for a Geotourism marketing co-op initiative to be funded through our budget this fiscal year. My recommendation is that EDT fund \$15,000 this year through a transfer from EDT Fund Balance and then contribute \$20,000 in FY 2014 through an increase in our marketing budget funded through the anticipated increase in bed tax. The program is outlined in the attached letter. Our contribution would allow us to develop a strategy to increase the awareness of our unique and diverse attractions and execute the message through a community-wide media campaign already committed through the Tucson Ad Fed and the University of Arizona through 2014.

Further to this I have request, I have recommended to the MTCVB, who received a similar request, to join Pima County in matching our contribution to the marketing co-op. The geotourism committee would then consist of the MTCVB, Pima County, UA, Arizona-Sonora Desert Museum, Southern Arizona Attractions Alliance and as you suggested, representative(s) from the Native American community.

Regarding the \$150,000 increase in funding for TREO as approved by the Board of Supervisors, which is funded this fiscal year through a transfer from the Contingency Fund, I recommend that this additional \$150,000 be funded in fiscal year 2014 through an additional General Fund Transfer to the EDTT outside agency budget.

As we are in the midst of creating our FY 2014 budget, I am wondering if you have received any direction as to funding for the other Outside Agencies.

Thank you for your guidance in these issues.

Approved:



College of Science
Office of the Dean

September 20, 2012

1040 E. 4th Street
Gould-Simpson Bldg., Room 1025
P.O. Box 210077
Tucson, AZ 85721-0077

Tel: (520) 621-4090
Fax: (520) 621-8389
uasci@email.arizona.edu
<http://cos.arizona.edu>

Tom Moulton
Director of Economic Development and Tourism
Pima County
22 N. Stone Ave Suite 830
Tucson, AZ 85701

Dear Tom,

It was great seeing you at the Rio Nuevo Board meeting presentation a couple of weeks ago. On that front, I really want to thank you (and Chuck) for your ongoing support at the various meetings and presentations you have attended along with College of Science Dean Joaquin Ruiz, myself and Rick Neter over the past year. As a team we will continue to market, brand and build the economic base of our greater Tucson community region and the beautiful Sonoran desert of Southern Arizona.

I hope you can appreciate the hard work and effort we in the College of Science have invested in our Geotourism initiative. As we mentioned, our selection by the Tucson Advertising Federation has resulted in an unbelievable amount of media exposure for Geotourism. According to the most recent reports, fiscal year 2011-2012 placed over \$600,000 in media for this initiative. The first month (July) of the new fiscal year had over \$80k reported.

In addition, we have seen numerous in-kind stories that are not part of this mix outlined above. We have had very positive stories in the Arizona Daily Star, The Tucson Guide, BizTucson, Inside Tucson Business and most recently, a past Sunday's story on the Oro Valley Tram had a significant mention of the importance of Geotourism in this region.

It goes without saying that not only did the media exposure exceed our expectations, but the creative also had an impact as well. Ken Godat of Godat Design received four (4) Gold Addy awards at the Tucson Ad Fed event this past year. We also won at the regional level and were prominently mentioned at the national level. We feel we have not only delivered a quality message to the Tucson and Southern Arizona communities, but more importantly, it is beginning to make an impact on the economic development front.

To reiterate what we mentioned at our initial meeting - what was our motivation and why a university College of Science really cares about the "branding" of Tucson? The answer is very simple -- as a land grant academic Tier I research institution, it is our mission to first, educate our future workforce; second, provide knowledge to the marketplace; and most importantly, deliver an asset that the State of Arizona can be proud of. In a nutshell, we did it because we felt it was "the right thing to do" and it would help our region think about this place we call Tucson and Southern Arizona in a different and much more positive way.



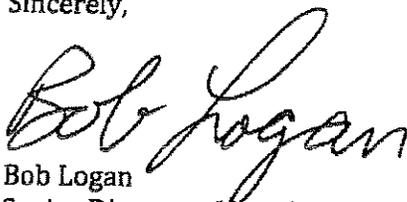
Tom, it is now time to begin work on the next year of the program. We have had a number of partners on this project, some financially participating and some not. The Arizona-Sonora Desert Museum, the MTCVB, part of your own organization along with and a number of philanthropic donors to the College of Science helped fund the first year of the program. However, you should know the lion's share of this first-year investment and most of the risk was bourn by the UA College of Science.

Now we have a product we can be proud of and a yearly local media campaign that will help you shape a more targeted creative message.

Last year's budget was \$120,000 which we will review with you in greater detail. Since much of the creative is completed, we project this years' budget in the \$100,000 range. We would like to ask that Pima County consider investing with us this year with support of \$20,000. We are asking all of our other partners as well and we hope this is something you will strongly consider.

I understand we are meeting with all the partners on September 27 to discuss next steps. Needless to say, this is an exciting initiative and we are happy to be partners with you and Pima County. If you have any specific questions in the interim, feel free to contact Rick Neter or me. As you know, Rick is totally in the loop on all of this. All the best...

Sincerely,



Bob Logan
Senior Director of Development
College of Science