

PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF VISALIA
AND
THE VISALIA CONVENTION AND VISITORS BUREAU

This PROFESSIONAL SERVICES AGREEMENT (hereinafter "AGREEMENT") is made and entered into in the City of Visalia, Tulare County, State of California, this 28 day of February, 2026 by and between VISALIA CONVENTION AND VISITORS BUREAU (hereinafter "BUREAU"), and the CITY OF VISALIA, a municipal corporation of the State of California (hereinafter "CITY").

RECITALS

WHEREAS, the parties enter into this AGREEMENT on the basis of the following facts, understandings and intentions:

WHEREAS, CITY is a public body, corporate and politic, organized and existing under the laws of the State of California; and

WHEREAS, CITY, pursuant to California Government Code Sections 37103 and 53060, is authorized and empowered to contract for professional services in the performance of its duties and functions; and

WHEREAS, BUREAU is a non-profit corporation, organized and existing under the laws of the State of California; and

WHEREAS, CITY desires to secure certain professional services of the BUREAU to provide convention and tourism sales and marketing services which would consist of, but not necessarily be limited to, the items of work described as "Scope of Work" in Exhibit "A" and hereinafter referred to as the "PROJECT"; and

WHEREAS, BUREAU represents it is qualified and willing to provide such professional services pursuant to the terms and conditions of this AGREEMENT.

NOW, THEREFORE, IT IS AGREED as follows:

ARTICLE 1

Purpose/CITY Commitment

- 1.1 Purpose: The purpose of this AGREEMENT is to secure professional services for the CITY'S Convention and Visitor's Bureau.

NOW, THEREFORE, IT IS AGREED as follows:

ARTICLE 2

Services to Be Performed by BUREAU

2.1 Services:

- a. Authorized Scope of Work: BUREAU agrees to provide the sales and marketing services for the CITY'S Convention and Visitors Bureau in a manner consistent with the objectives and directives described in Exhibit "A", which is attached hereto and incorporated herein by reference.
- b. Additional Services: Incidental work and the rate therefore, related to the PROJECT not provided for in Exhibit "A" shall be agreed to in writing by CITY and BUREAU prior to commencement of such work.

ARTICLE 3

Representations and Warranties by BUREAU

3.1 Representations and Warranties: BUREAU represents and warrants to CITY that:

- A. BUREAU is qualified to provide the professional services for the PROJECT and is licensed by all public entities having jurisdiction over the BUREAU and the PROJECT;
- B. BUREAU has become familiar with the PROJECT and the local conditions affecting same;
- C. BUREAU is an independent contractor and not a subcontractor, agent or employee of CITY.

ARTICLE 4

Covenants by BUREAU

4.1 Covenants By BUREAU:

- A. BUREAU will maintain all necessary licenses, permits or other authorizations necessary for the PROJECT until the BUREAUS' services required hereunder end by expiration of the term and/or extension thereof, or are terminated as hereinafter provided;
- B. BUREAU assumes full responsibility to CITY for the improper acts and omissions of its consultants or others employed or retained by the BUREAU in connection with the PROJECT; and
- C. BUREAU presently has no interest, and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of services required hereunder.

- D. BUREAU will not discriminate against any employee, or applicant for employment, because of race, color, religion, sex, marital status, or national origin. BUREAU will take affirmative action to insure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, marital status, or national origin.
- E. BUREAU will provide to CITY'S staff quarterly updates on the PROJECT'S progress, meet with CITY staff annually to review the Scope of Work and compensation amount under this Agreement. The BUREAU shall also provide the City Council an annual progress report which will address the status and effectiveness of the services provided pursuant to this AGREEMENT, and offer recommendations as to how the purpose of this AGREEMENT can be more effectively achieved, if any.

ARTICLE 5

Commencement of Services/Term of AGREEMENT

- 5.1 Commencement: BUREAU shall continue work on PROJECT following approval of this AGREEMENT. CITY will give BUREAU notice of approval in writing pursuant to the NOTICE article contained in this AGREEMENT.
- 5.2 Term: The term of this AGREEMENT shall be effective January 1, 2026 and continue until December 31, 2026 subject to annual review by the Parties.

ARTICLE 6

Compensation to BUREAU by CITY

- 6.1 Compensation:
 - A. Total Compensation: For services performed pursuant to this AGREEMENT, CITY agrees to pay and BUREAU agrees to accept as full payment for PROJECT the sum of FIVE HUNDRED, FIFTY THOUSAND AND NINE HUNDRED SIXTY-ONE DOLLARS (\$550,961), including THREE HUNDRED, SIXTY-ONE THOUSAND AND FORTY-NINE DOLLARS (\$361,049) for 2026, and the sum of ONE HUNDRED, EIGHTY-NINE THOUSAND, AND NINE HUNDRED, TWELVE DOLLARS (\$189,912) for 2025.
 - B. Payment of Compensation: Payment from CITY to BUREAU shall be made in three (3) payments, the first for \$334,332 upon approval of the Agreement including the sum of \$189,912 for sales and marketing services performed in 2025 without an agreement and \$144,420 for marketing services by agreement in 2026, the second upon proof of the hire of a sales person up to \$33,968, and the third in July for \$182,661 for sales services.

ARTICLE 7

Indemnification

- 7.1 Indemnification: BUREAU agrees to indemnify and hold CITY and its officers, agents, employees and assigns harmless from any liability imposed for injury (as defined by Government Code section 810.8¹), whether arising before or after completion of work hereunder, or in any manner directly or indirectly caused, occasioned or contributed to, or claimed to be caused, occasioned or contributed to, in whole or in part, by reason of any act or omission, including strict liability or negligence of BUREAU, or of anyone acting under BUREAU'S direction or control or on its behalf, in connection with or incident to, or arising out of the performance of this AGREEMENT.

It is the intent of the parties that BUREAU will indemnify, defend, and hold harmless CITY and its officers, agents, employees, and assigns, from any and all claims, demands, costs, suits or actions as set forth above regardless of the existence of passive concurrent negligence, on the part of the CITY or anyone acting under its direction or control or on its behalf.

This indemnity and hold harmless provision, insofar as it may be adjudged to be against public policy, shall be void and unenforceable only to the minimum extent necessary so that the remaining terms of this indemnity and hold harmless provision may be within public policy and enforceable.

ARTICLE 8

Insurance

- 8.1 Insurance: BUREAU shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the BUREAU, its agents, representatives, employees or subcontractors.

- 8.2 MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be least as broad as:

- A. Worker's Compensation: Worker's compensation insurance as required by the State of California, with statutory limits, and employer's liability insurance with limits of not less than One Million Dollars (\$1,000,000) per accident for bodily injury or disease.
- B. Commercial General Liability ("CGL") Insurance: Commercial general liability insurance on an "occurrence" basis, including products and completed operations liability, property damage, bodily injury and

¹ Gov't Code Section 810.8 states: "Injury' means death, injury to a person, damage to or loss of property, or any other injury that a person may suffer to his person, reputation, character, feelings or estate, of such nature that it would be actionable if inflicted by a private person."

personal & advertising injury liability, with limits no less than One Million Dollars (\$1,000,000) per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this AGREEMENT or the general aggregate limit shall be twice the required occurrence limit.

- C. Automobile Liability: Automobile liability covering any auto with a limit no less than One Million Dollars (\$1,000,000) per accident for bodily injury and property damage. If BUREAU has no owned autos, automobile liability for hired and non-owned autos with a limit of no less than One Million Dollars (\$1,000,000) per accident for bodily injury and property damage.

8.3 If the BUREAU maintains broader coverage and/or higher limits than the minimums shown above, the CITY requires and shall be entitled to the broader coverage and/or the higher limits maintained by BUREAU. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to CITY.

8.4 Other Insurance Provisions. The insurance policies are to contain, or be endorsed to contain, the following provisions:

- A. Additional Insured Status: The City of Visalia, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the BUREAU including materials, parts, or equipment furnished in connection with such work or operations. Coverage can be provided in the form of an endorsement to the Contractor's insurance.
- B. Primary Coverage: For any claims related to this AGREEMENT, the BUREAU's insurance coverage shall be primary and non-contributory. Any insurance or self-insurance maintained by the CITY, its officers, officials, employees, or volunteers shall be excess of the BUREAU's insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies.
- C. Provide that such insurance shall not be materially changed, terminated or allowed to expire except on thirty (30) days prior written notice to CITY.
- D. Umbrella or Excess Policy: BUREAU may use Umbrella or Excess Policies to provide the liability limits as required in this AGREEMENT. The Umbrella or Excess policies shall be provided on a true "following form" or broader coverage basis, with coverage at least as broad as provided on the underlying Commercial General Liability insurance.
- E. Waiver of Subrogation: BUREAU hereby grants to CITY a waiver of any right to subrogation which any insurer of BUREAU may acquire against the CITY by virtue of the payment of any loss under such insurance. BUREAU agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of

whether or not the CITY has received a waiver of subrogation endorsement from the insurer.

- F. Self-Insured Retentions: Self-insured retentions must be declared to and approved by the CITY. CITY may require the BUREAU to purchase coverage with a lower retention or provide proof of ability to pay losses and related expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or CITY.
 - G. Acceptability of Insurers: Insurance is to be placed with insurers authorized to conduct business in the State of California with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the CITY.
 - H. Claims Made Policies: If any of the policies provide claims-made coverage, the Retroactive Date must be shown and must be before the effective date of this AGREEMENT or the commencement of work performed under this AGREEMENT. Insurance must be maintained, and evidence of insurance must be provided for at least five (5) years after completion of work. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, BUREAU must purchase "extended reporting" coverage for a minimum of five (5) years after completion of work.
 - I. Verification of Coverage: BUREAU shall furnish the CITY with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All documents are to be received and approved by the CITY before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the BUREAU's obligation to provide them. The CITY reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.
 - J. Special Risks or Circumstances: CITY reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.
- 8.5 Failure to Maintain Insurance: If BUREAU for any reason fails to maintain insurance coverage which is required pursuant to this AGREEMENT; the same shall be deemed a material breach of contract. CITY, at its sole discretion, may terminate this AGREEMENT and obtain damages from BUREAU resulting from said breach. Alternatively, CITY may purchase such required insurance coverage, and without further notice to BUREAU, may deduct from sums due BUREAU hereunder any premium costs advanced by CITY for such insurance.

ARTICLE 9

Authorized Representative of CITY

- 9.1 Representative: The CITY MANAGER of CITY shall represent CITY in all matters pertaining to the services to be rendered under this AGREEMENT, except where approval of the CITY COUNCIL of the CITY is specifically required.

ARTICLE 10

Termination of AGREEMENT

10.1 Termination:

- A. CITY may terminate this AGREEMENT, for good cause, by giving at least fifteen (15) days notice to BUREAU in writing pursuant to the NOTICE article contained in this AGREEMENT specifying the effective date of termination. If this AGREEMENT is terminated by CITY for good cause, BUREAU shall reimburse CITY, within twenty (20) days of termination, on a pro rata basis, for the period from the date of termination to the year's end for which it was paid. Circumstances that warrant "good cause" include, but are not limited to:
1. If BUREAU fails to perform the services called for by this AGREEMENT within the manner specified herein; or
 2. If BUREAU fails to perform the services called for by this AGREEMENT or so fails to make progress as to endanger performance of this AGREEMENT in accordance with its terms, and in either of these two (2) circumstances does not correct such failure within a period of ten (10) days (or longer period as CITY may authorize in writing) after receipt of notice from CITY specifying such failure.
- B. In the event CITY terminates this AGREEMENT in whole or in part as provided in Paragraph "A" above, CITY may procure, upon such terms and such manner as it may determine appropriate, services similar to those terminated.

ARTICLE 11

Interest of Officials and BUREAU

11.1 Interest of Officials and BUREAU:

- A. No officer, member, or employee of CITY or other public official of the governing body of CITY who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of the aforesaid work shall:
1. Participate in any decision relating to this AGREEMENT which effects his personal interest or the interest of any corporation, partnership, or association in which he has, directly or indirectly, any interest; or

2. Have any interest, direct or indirect, in this AGREEMENT or the proceeds thereof during his tenure or for one year thereafter.
- B. BUREAU hereby covenants that it has, at the time of the execution of this AGREEMENT, no interest, and that it shall not acquire any interest in the future, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed pursuant to this AGREEMENT. BUREAU further covenants that in the performance of this work, no person having any such interest shall be employed by it.
- C. BUREAU warrants by execution of this AGREEMENT, that no personnel agency has been employed or retained to solicit or secure this AGREEMENT upon a contract or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide established commercial or selling agencies maintained by the BUREAU for the purpose of securing business. For breach of violation of this warranty, CITY shall have the right to annul this AGREEMENT without liability or, in its discretion, to deduct from this AGREEMENT without liability or, the price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

ARTICLE 12

Documents Related to AGREEMENT

- 12.1 Ownership of Documents: All original papers and documents produced as a result of this AGREEMENT, or acquired in furtherance of this AGREEMENT, shall become the property of CITY. In addition, CITY shall be provided with access and use of any other papers and documents consistent with the purpose and scope of services covered by this AGREEMENT.

ARTICLE 13

Subcontracting

- 13.1 Subcontracting: BUREAU shall not subcontract or otherwise assign any portion of work to be performed under this AGREEMENT without the prior written approval of CITY.

ARTICLE 14

Successors and Assigns

- 14.1 Successors and Assigns: This AGREEMENT shall be binding upon and shall inure to the benefit of any successors to or assigns of the parties. BUREAU shall not assign, delegate or transfer the rights and duties under this AGREEMENT or any part thereof, without the prior written consent of CITY.

ARTICLE 15

Independent Contractor

- 15.1 Independent Contractor: In the performance of the services provided for herein, BUREAU shall be, and is, an independent contractor and is not an agent or employee of CITY. BUREAU has and shall retain the right to exercise full control and supervision of all persons assisting BUREAU in the performance of said services hereunder. BUREAU shall be solely responsible for all matters relating to the payment of its employees, including compliance with social security and income tax withholding and all other regulations governing such matters.

ARTICLE 16

Notices

- 16.1 Notices. Any notice, demand, or communication required or permitted to be given by the terms of this AGREEMENT, or by any law or statute, may be given by either party by depositing said notice, demand, or communication in the U.S. Mail, postage prepaid, addressed to the other at the party's address or any new address provided by such party in writing to the other. Service of said notice, demand, or communication shall be complete five (5) calendar days after deposit of said notice, demand, or communication in the mail.

Notices and communication concerning this AGREEMENT shall be sent to the following addresses:

CITY

City of Visalia
Attn: City Clerk
220 N. Santa Fe
Visalia, CA 93292

BUREAU

Visalia Convention and Visitors'
Bureau
Attn: Chairperson
P.O. Box 2734
Visalia, CA 93279

Either party may, by notice to the other party, change the address specified above. Service of notice of change of address shall be complete when received at the designated address.

ARTICLE 17

Miscellaneous Provisions

- 17.1 Contract Enforcement and Amendment: The City Manager of CITY shall be responsible for the enforcement of this AGREEMENT on behalf of CITY and shall be assisted therein by those officers and employees of CITY having duties in connection with the administration thereof.

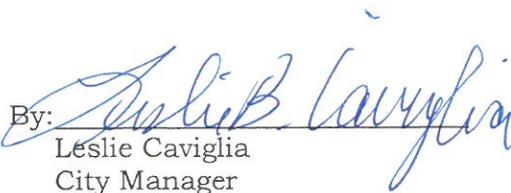
- 17.2 Amendment: This AGREEMENT may be modified only by further written agreement between the parties. Any such modification shall not be effective unless and until executed by BUREAU and, in the case of CITY (unless otherwise specifically authorized herein), until approved by the CITY COUNCIL and executed by the City Manager of CITY or such other official as the CITY COUNCIL may designate.
- 17.4 Legal Actions:
- a. Institution of Legal Actions: Legal actions concerning the terms, interpretation and enforcement of this AGREEMENT must be instituted and maintained in the Superior Court of the County of Tulare, State of California.
 - b. Applicable Law: The laws of the State of California shall govern the interpretation and enforcement of this AGREEMENT.
 - c. Acceptance of Service of Process: In the event that any legal action is commenced by CITY against BUREAU, service of process on BUREAU shall be sufficient if made either on BUREAU'S Executive Director/Chairperson or in such other manner as may be provided by law and shall be valid whether made within or without the State of California.
- 17.5 Attorneys' Fees: In the event either party commences legal proceedings for the enforcement of this AGREEMENT, the prevailing party shall be entitled to recovery of its attorney's fees, litigation expenses, and court costs incurred in the action brought thereon. Attorney's fees and litigation expenses shall include without limitation costs of preparation and discovery and retaining expert witnesses, and such fees and expenses shall be payable whether or not the litigation proceeds to final judgment. "Prevailing party" shall be defined as the party with a net monetary recovery, a defendant in whose favor a dismissal is entered, a defendant where neither plaintiff nor defendant obtains any relief, and a defendant as against those plaintiffs who do not recover any relief against that defendant. When any party recovers other than monetary relief and in situations other than as specified herein, the prevailing party shall be as determined by the court.
- 17.6 Cumulative Rights and Remedies: Except as otherwise expressly stated in this AGREEMENT, the rights and remedies of the parties are cumulative, and the exercise by any party of one or more of its rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies.
- 17.7 Entire AGREEMENT: This AGREEMENT constitutes the entire agreement and understanding between the parties hereto and integrates all of the terms and conditions mentioned herein or incidental hereto, and supersedes all negotiations and/or proposals, oral or written, and all other communications between the parties with respect to the subject matter of this AGREEMENT. All waivers of the provisions of this AGREEMENT must be in writing and signed by the appropriate authorities of CITY or BUREAU.

- 17.8 Partial Invalidity: If any provision of this AGREEMENT shall be held invalid, such invalidity shall not affect the other provisions hereof, and to this extent, the provisions of this AGREEMENT are intended to be and shall be deemed severable. The parties shall agree, if reasonably practicable, upon provisions that are equivalent from an economic point of view to replace any provision, which is determined to be invalid.
- 17.9 Consent; Reasonableness: Except as otherwise specifically set forth herein, in the event that either CITY or BUREAU shall require the consent or approval of the other party in fulfilling any agreement, covenant, provisions, or condition contained in this AGREEMENT, such consent or approval shall not be unreasonably withheld, conditioned, or delayed by the party from whom such consent or approval is sought.
- 17.10 Authority: BUREAU and its signator represent that the signator holds the position set forth below his/her signature and that the signator is authorized to execute this AGREEMENT on behalf of BUREAU and to bind BUREAU hereto.
- 17.11 Assignment of Contract: This AGREEMENT, or any part thereof, shall not be assigned, hypothecated, sold, alienated or transferred by BUREAU or by operation of law or otherwise, and will not be recognized to create any liability upon CITY, with the sole exception, and unless the prior written approval of CITY has been obtained.
- 17.12 No Third Party Beneficiaries: Notwithstanding any other provision of this AGREEMENT to the contrary, nothing herein is intended to create any third party beneficiaries to this AGREEMENT, and no person or entity other than CITY, BUREAU, and the permitted successors and assigns of either of them, shall be authorized to enforce the provisions of this AGREEMENT.
- 17.13 Interpretation/Headings: The headings/captions are for convenience and reference only and are not intended to define or limit the scope of any provision and shall have no effect on the Agreement's interpretation. When required by the context of this AGREEMENT, the singular shall include the plural.

IN WITNESS WHEREOF, the parties hereto have entered into this AGREEMENT on the date first written above.

CITY OF VISALIA

VISALIA CONVENTION AND VISITOR'S
BUREAU

By: 
Leslie Caviglia
City Manager

By: 
Carrie Groover
Chair

ATTEST:


Reyna Rivera

Chief Deputy City Clerk

APPROVED AS TO FORM:



Attorney for CITY



Risk Manager

Exhibit A

The work contracted for under this AGREEMENT is intended to generate conventions and enhance tourism attraction in the CITY. The work by the Visalia Convention and Visitor's Bureau shall generally be focused on sales and promotional efforts that will result in overnight stays in Visalia, or, as a secondary effort, promote visitors from outside Tulare County to come to Visalia for a day event. The work includes, but is not limited to:

1. Operations of the Bureau The VCVB shall:
 - a. Operate as a separate and distinct entity known as Visalia Convention and Visitor's Bureau (VCVB).
 - b. Maintain a non-profit organization that complies with all applicable laws.
 - c. Hold regular monthly full Board and Executive meetings.
 - d. Maintain fiscal accounting reports to the full Board.

2. Services rendered by the Bureau The VCVB shall provide the following:
 - a. Attract conventions, groups, and meetings to use Visalia as an overnight destination.
 - b. Create and distribute physical and/or electronic brochures, maps, and guides of Visalia and tourism attractions and/or activities to potential meeting planners and their groups and other visitors.

- c. Directly market the Sequoia Shuttle and the Majestic Mountain Loop. This should include a marketing plan with the Sequoia Shuttle portion coordinated with Transit and the Loop with the coordinating body.
 - d. Offer convention groups advanced servicing options including welcome packets, concierge desk at event, welcome signs, etc.
 - e. Manage and enhance the Bureau website and social media to promote the destination in various media outlets to encourage visits to Visalia.
 - f. Maintain a Calendar that lists major Festivals and Events that are taking place in Visalia, and the surrounding area, that could attract visitors and incur overnight stays. Have a marketing plan in place to effectively promote these events when they could be used to generate overnight stays.
 - g. Provide day-to-day management activities, including planning, acquisition of services, equipment, supplies, and facilities to fulfill the annual Sales and Marketing Plan of the Bureau.
3. Activities to be taken by the Bureau within their scope of work The VCVB shall:
- a. Conduct sales, marketing, advertising, and public relations activities that will attract conventions & meetings and extend leisure overnight stays in Visalia hotel properties for a greater economic impact.
 - b. Implement a comprehensive and strategic Sales and Marketing Plan by the Executive Director to be executed by VCVB staff.
 - c. Submit an annual review to the City Council that describes the activities of the VCVB over the 2026 calendar year by March 1, 2027.
 - d. By October 16, 2026, provide an account of the proposed services for the next calendar year that the VCVB will focus on.
 - e. Include any updates on partner organizations that the VCVB may be closely involved in. By October 16, 2026, provide an account of proposed services for the next contract year(s).
 - f. Book 3,500 room nights in new sales, where the lead is generated by the VCVB.
 - g. Assist with at least 2,000 additional city-wide room nights, where the lead comes from another source, but assistance with room nights or making of the proposal was needed from the VCVB.
 - h. Develop new local travel itineraries and/or micro-adventures to entice visitors to stay, including a specific plan and implementation for target marketing the itineraries/adventures.
 - i. Develop local features and attractions for new or returning visitors to further engage with.
 - j. Provide personalized tourist information and assistance where needed.
 - k. Share tradeshow calendar, industry partnerships & memberships with CITY for mutual planning purposes.
 - l. Provide a report to the City for the year-to-date activities on the contract by October 30, 2026.
 - m. Not direct City staff but coordinate with the City Manager, Assistant City Manager and Convention Center Manager.