



City of Visalia  
Purchasing Division  
707 W. Acequia Avenue  
Visalia, CA 93291  
(559) 713-4334

**PURCHASE ORDER NO.**

This order number must show on  
all invoices, packing lists, etc.

C18036

Order Date: 10/05/17  
01/14/22

VENDOR ID: V00300

VENDOR: VISALIA CONVENTION & VISITORS BUREAU  
P.O. BOX 2734  
VISALIA, CA 93279

DELIVER TO: CITY OF VISALIA  
ADMINISTRATION  
220 N. SANTA FE ST.  
VISALIA, CA 93292

TELEPHONE #: (559) 334-0143

FAX #: (559) 334-0143

EMAIL: suzanne@visitvisalia.org

MAIL TWO COPIES  
OF YOUR INVOICE TO: CITY OF VISALIA FINANCE DEPT  
P.O. BOX 5078  
VISALIA, CALIFORNIA 93278

TERMS		BID NUMBER	REQUESTED BY	REQ #
Net 30		Admin	Christy Hodson	R02507
QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1	YR	PROVIDE SALES & MARKETING SERVICES  TERM: 7/1/17-6/30/18 NOT TO EXCEED \$300,000		
1		6 MONTH EXTENSION TERM: 7/1/18-12/31/18 NOT TO EXCEED \$155,000		
1		TERM 1/1/19 - 12/31/19  NOT TO EXCEED \$314,650		
0		1/6/20 AGREEMENT TO PROVIDE SALES AND MARKETING SERVICES FOR CITY'S CONVENTION & VISITORS BUREAU AS DESCRIBED IN THE AGREEMENT DATED JANUARY 6, 2020 (ATTACHED)  TERM (2 YEARS) 1/1/20 THROUGH 12/31/21 NOT TO EXCEED \$324,089 IN 2020 NOT TO EXCEED \$333,811 IN 2021 PER THE PAYMENT SCHEDULE IDENTIFIED IN *****CONTINUED*****		
			SUBTOTAL	
			DISCOUNT	

ACCOUNT NO.	AMOUNT

DO NOT ACCEPT THIS ORDER  
UNLESS SIGNED BELOW

*E. F. [Signature]*  
AUTHORIZED PURCHASING AGENT

1.14.22  
DATE ISSUED

THIS ORDER SUBJECT TO TERMS AND CONDITION ON REVERSE SIDE HEREOF. BY ACCEPTING THE ORDER  
OR ANY PART THEREOF, SELLER AGREES TO AND ACCEPTS SAID TERMS AND CONDITIONS.



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Purchasing Division  
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**VENDOR:** VISALIA CONVENTION & VISITORS BUREAU

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TERMS		BID NUMBER	REQUESTED BY	REQ #
Net 30		Admin	Christy Hodson	R02507
QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1		AGREEMENT.  1/11/2022 AGREEMENT TO PROVIDE SALES AND MARKETING SERVICES FOR CITY'S CONVENTION & VISITORS BUREAU AS DESCRIBED IN THE AGREEMENT DATED JANUARY 11th, 2022 (ATTACHED)  TERM (2 YEARS) 1/1/22 THROUGH 12/31/23 NOT TO EXCEED \$347,163.00 IN 2022 NOT TO EXCEED \$361,049.00 IN 2023 PER THE PAYMENT SCHEDULE IDENTIFIED IN AGREEMENT.		

**SUBTOTAL  
DISCOUNT  
TAX  
FREIGHT  
PO TOTAL**

**DO NOT ACCEPT THIS ORDER  
UNLESS SIGNED BELOW**

*E. J. J. J.*  
AUTHORIZED PURCHASING AGENT

1-14-22  
DATE ISSUED

THIS ORDER SUBJECT TO TERMS AND CONDITION ON REVERSE SIDE HEREOF. BY ACCEPTING THE ORDER  
OR ANY PART THEREOF, SELLER AGREES TO AND ACCEPTS SAID TERMS AND CONDITIONS.

# City of Visalia

## Memo



**To:** Purchasing  
**From:** Nick Mascia, Asst. City Manager  
**CC:**  
**Date:** 1/04/2022  
**Re:** C18036 and VCVB new 2-year contract

*1st Invoice*

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**Request:**

Renew C18036 to include 2022 and 2023 services.

**Justification:**

Per the attached Council approved staff report (12/20/21 Regular Item #2) and current contract, please renew C18036 with Visalia Convention & Visitors Bureau for a 2 year term (01/01/2022 – 12/31/2023). Staff request that the contract is not to exceed \$347,163 for 2022 services and not to exceed \$361,049 for 2023 services. Per the City Council approved Contract, the payments shall be made in two installments, in January and in July of each year.

Once this approved, ~~Staff can~~ process the Jan 2022 invoice.

*please*

*which is attached*



# City of Visalia

## Staff Report

City Council Chambers  
707 W. Acequia Ave.  
Visalia, CA

File #: 21-0669

Agenda Date: 12/20/2021

Agenda #: 2.

### Agenda Item Wording:

Receive a year-to-date report from the Visalia Convention and Visitors Bureau (CVB) and consider approval of a two year contract (2022-and-2023) for \$347,163 and \$361,049 respectively which represents a 4% increase for each year and appropriate \$6,676 to cover the increased cost for the first half of 2022 from the General Fund.

Deadline for Action: 1/1/2022

Submitting Department: Administration

### Contact Name and Phone Number:

Nick Mascia, Assistant City Manager, [nick.mascia@visalia.city](mailto:nick.mascia@visalia.city), 713-4323

Leslie Caviglia, City Manager, [leslie.caviglia@visalia.city](mailto:leslie.caviglia@visalia.city), 713-4332

### Department Recommendation:

Staff recommends that the City Council receive the year-to-date report from the Visalia Convention and Visitors Bureau (CVB) and consider the draft contract being proposed for January 1, 2022 - December 31, 2023 for a contracted amount of \$347,163 and \$361,049 respectively. The year-to-date report is for the first three quarters of 2021 and a final end-of-year report will be provided in January.

### Background Discussion:

The Convention and Visitor Bureau (CVB) has provided convention and tourism with marketing services for the City since 2004. Their efforts have been increased in the past few years with the implementation of a Tourism Marketing District (TMD) that generates over \$600,000 a year for tourism marketing.

The CVB is still recovering to pre-covid statistics. In convention sales, the Bureau responded to 37 leads in 2020 with 66 leads in 2021 between January and November. When compared to 2018 and 2019, which had 62 and 72 leads respectively, CVB is nearing the return to pre pandemic numbers. There were 11,348 room nights booked in the first nine months of 2021 which significantly surpassed the contract goal of 6,600 for all of 2021. It's important to note that these are new room nights, meaning the event has never been in Visalia or has not returned for at least three years. The Bureau also assisted with another 2,142 room nights, meaning the CVB staff assisted with an event that may have been initially sourced by a local property, or a rebooking of an event already in Visalia. The CVB provided services to over 2,845 attendees at 5 events. This would have included information, concierge booth, tours and their "Show Your Badge" program which offers event attendees discounts at participating merchants / restaurants, and post event reporting.

On the tourism side, the CVB conducted a number of marketing efforts to attract tourists to the area

capitalizing on Visalia's proximity to Sequoia National Park. Activities the Bureau undertook included designation as a "Certified Autism Center", 55,000 Visit Visalia brochures with the majority of them distributed through certified folder (the brochure racks seen in tourist areas throughout the state), 15 New Blogs, six story submissions that resulted in appearances in 16 publications that are anticipated to have generated over 15.6 million impressions, and development or refresh of 8 itineraries that highlight themed things to do in Visalia (Foodie, farm related, kid activities, history, etc.) While it has been harder to quantify tourism impacts, the Tourism Marketing District is implementing a new booking mechanism that should help both the TMD and CVB quantify more tourism activity. It will never capture all tourism, but will provide some quantitative documentation. Finally, during this past year, CVB has spearheaded 'Visit Visalia' as the first California destination marketing organization to be designated a "Certified Autism Center" by the International Board of Credentialing and Continuing Education Standards (IBCCES).

As agreed upon with the 2019 and 2020 contract renewal, sports endeavors were removed as a performance metric but the CVB agreed to work with obvious sports endeavors as they arose. None occurred during this reporting period.

In the coming year, the proposed contract calls for the CVB to produce at least 6,900 (2022) and 7,300 (2023) new room nights through either convention or tourism sales that can be confirmed. This is an increase from the previous contract and represents an 5% annual increase. The contract continues to call for the CVB to maintain and market community events that could attract tourists to Visalia, have an active social media campaign, and promote both Sequoia Shuttle and the Majestic Mountain Loop. In recognition of the increase room night goals, which result in direct economic impact to the City, it is recommended that the CVB contract be increased by 4% in each year to assist with additional marketing and promotion efforts as well as address increase costs in general. In addition, contract language was added for both the City and CVB to have an annual review of the contract scope of work and compensation. This was added should any compelling reason to adjust the agreed upon scope or contract amount could be initiated midway through the two-year contract. The addition is primarily due to sudden changes in the economy, such as a downturn.

**Fiscal Impact:**

The General fund (Fund 001) division 1051 currently budgets \$333,811 for the current fiscal year. Because this contract covers the remaining 6 months of the existing fiscal year and the anticipated increase for 2022 is \$347,163, an appropriation of \$6,676 is needed to fulfill the proposed contract terms. A budget increase for the remainder of 2022 and 2023 will be budgeted through the current FY2022-2023 budget process from the General Fund.

**Prior Council Action:**

December 3<sup>rd</sup> 2019

City Council approved a two single year contracts for 2020 and 2021 with Visalia Convention and Visitors Bureau for \$324,089 and \$333,811 respectively. City Council has contracted with CVB for services since 2004.

**Alternatives:**

1. Enter in to a one-year contract
2. Enter into an agreement for a lesser amount
3. Terminate the existing contract without renewing.

**Recommended Motion (and Alternative Motions if expected):**

I move to authorize the City Manager to enter into a contract with Visalia Convention and Visitor Bureau for two years (2022 and 2023) in the amounts of \$347,163 and \$361,049 respectively and to appropriate an additional \$6,676 to cover the increased cost in the first half of 2022.

**Environmental Assessment Status:**

N/A

**CEQA Review:**

N/A

**Attachments:**

1. 2021 Annual Report (year to date)
2. 2022 Draft Contract

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 11<sup>th</sup> day of January, 2022 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, 2022 and continue until December 31, 2023 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 THREE HUNDRED, FORTY-SEVEN THOUSAND AND ONE HUNDRED, SIXTY-THREE DOLLARS (\$347,163) in 2022, and after annual review between the Parties in 2022, the CITY shall pay up to THREE HUNDRED, SIXTY-ONE THOUSAND, AND FORTY-NINE DOLLARS (\$361,049) in 2023.
- B. Payment of Compensation: Payment from CITY to BUREAU shall be made in two payments, one in January of each year, and a second in July.

## 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

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<sup>1</sup> 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."

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: With respect to performance of work under this AGREEMENT, BUREAU shall maintain insurance as described below:

- A. Worker's Compensation: Worker's compensation insurance with statutory limits, and employer's liability insurance with limits of not less than One Million Dollars (\$1,000,000) per accident.
- B. Commercial General Liability Insurance: Commercial general liability insurance with a combined single limit of not less than One Million Dollars (\$1,000,000) per occurrence. Such insurance shall include products/completed operations liability, owner's and contractor's protective, blanket contractual liability, personal injury liability, and broad form property damage coverage. Such insurance shall:
  - 1. Name CITY, its appointed and elected officials, officers, employees and agents as additional insureds;
  - 2. Be primary with respect to any insurance or self-insurance programs maintained by CITY;
  - 3. Provide that such insurance shall not be materially changed, terminated or allowed to expire except on thirty (30) days prior written notice to CITY.

This insurance shall be maintained from the time work first commences until this AGREEMENT is terminated if an occurrence policy form is used. If a claims-made policy is used, coverage shall be maintained during the AGREEMENT term and for a period extending five (5) years beyond the AGREEMENT date. BUREAU shall replace such certificates for policies expiring prior to completion of work under this AGREEMENT and shall continue to furnish certificates five (5) years beyond the AGREEMENT term, when BUREAU utilizes claims-made form(s).

- C. 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.
- A. 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 B. Caviglia  
Leslie Caviglia  
City Manager

By: John Oneto 12/21/21  
John Oneto  
Chair

ATTEST:

Michelle Nicholson  
Chief Deputy City Clerk

APPROVED AS TO FORM:

[Signature]  
Attorney for CITY  
[Signature]  
Risk Manager



## **Exhibit A**

The work contracted for under this AGREEMENT is intended to generate conventions and enhance tourism attraction in 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 each year that describes the successes of the VCVB over the previous year.
  - d. By October 14, 2022, 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 13, 2023, provide an account of proposed services for the next contract year(s).
  - f. Book 6,900 (2022) and 7,300 (2023) room nights in new sales, where the lead is generated by the VCVB.
  - g. Assist with at least 2,000 additional 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 on the prior year activities and goals by January 31, 2022, and for the year-to-date activities on the contract by October 30, 2023.