



MEMORANDUM
COUNTY EXECUTIVE OFFICE
ECONOMIC DEVELOPMENT
County of Placer

TO: Board of Supervisors DATE: July 12, 2016
FROM: David Boesch, County Executive Officer
James Importante, CEO
SUBJECT: Placer County Visitors Bureau Contract Renewal for Fiscal Year 2016-17

ACTION REQUESTED

Adopt a Resolution authorizing the County Executive Officer or designee to execute a Services Agreement between the Office of Economic Development and the Placer County Visitors Bureau in the amount of \$325,000 for the period of July 1, 2016 through June 30, 2017. The contract is funded by Western Slope Transient Occupancy Tax of \$235,000 and Eastern Slope Transient Occupancy Tax in the amount of \$40,000 and budgeted net county cost of \$50,000.

BACKGROUND

The Placer County Visitors Bureau (PCVB) is a services organization that promotes tourism visitation and engenders a positive awareness of Placer County that strengthens the County economy through increased lodging and business sales receipts. The PCVB Board of Directors are dedicated volunteers and include representatives from leisure and hospitality, agriculture, attractions, arts and culture, history and recreation. The California Department of Parks and the County Executive Office are also represented as honorary ex-officio members of the PCVB Board.

Transient Occupancy Tax (TOT) is collected from hotel and lodging facilities in Placer County. Of the portion from Western Placer County known as the Western Slope TOT, tourism promotion is accomplished through a contract with PCVB. This is a one-year annual contract based on an approved work plan and sufficient TOT revenues to fund the plan. PCVB will submit a quarterly performance report and invoice to the County.

In FY 2015-16, the PCVB successfully accomplished its scope of work with funding provided by the County contract. Key activities included advertising; cooperative marketing; furnishing of collateral materials, maps, books and pamphlets; participation in travel industry conferences and trade shows; production of press releases; State Fair exhibit construction management and oversight; website enhancement and maintenance; and continued partnerships with tourism-related economic development business, and community organizations.

In FY 2016-17, the PCVB will perform many of these same activities with an additional emphasis on enhanced marketing services, maintaining a comprehensive calendar of events, leverage of Visit California initiatives; State Fair booth construction and coordination; outreach to the Bay Area market segment, continued collaboration with the NLTRA; a strong presence on multiple social media platforms; a newly designed and developed website; a revised visitors guide; promotion of increased train travel from the Bay Area; and mid-week bus tours in collaboration with NLTRA.

FISCAL IMPACT

This is a one-year annual contract renewal in the amount of \$325,000 which includes Western Slope TOT in the amount of \$235,000 plus Eastern Slope TOT in the amount of \$40,000 and a requested budgeted net county cost of \$50,000 for the California State Fair Exhibit construction/coordination and additional events/activities as described in Section 2.

ATTACHMENTS: Resolution and Contract

Before the Board of Supervisors County of Placer, State of California

In the matter of:

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE OFFICER OR DESIGNEE TO EXECUTE A SERVICES AGREEMENT BETWEEN THE OFFICE OF ECONOMIC DEVELOPMENT AND PLACER COUNTY VISITOR'S BUREAU IN THE AMOUNT OF \$325,000

Resolution No.: _____

The following Resolution was duly passed by the Board of Supervisors of the County of Placer at a regular meeting held _____, by the following vote on roll call:

Ayes:

Noes:

Absent:

Signed and approved by me after its passage.

Chair, Board of Supervisors

Attest:

Clerk of said Board

WHEREAS, Office of Economic Development wishes to encourage and support the Placer County Visitor's Bureau on its mission to continue to build Placer County's reputation as a top California destination and;

WHEREAS, sufficient funds have been budgeted by the Office of Economic Development to cover the services agreement; and

BE IT RESOLVED, by the Board of Supervisors, County of Placer, State of California, approves the authorization of the County Executive Officer or Designee to execute a services agreement between the Office of Economic Development and the Placer County Visitor's Bureau in the amount of \$325,000.

AGREEMENT FOR PROFESSIONAL SERVICES FOR TOURISM
PROMOTION AND MARKETING PROGRAMS AND FOR OPERATING
THE PLACER COUNTY VISITORS INFORMATION CENTER AND FOR STATE FAIR BOOTH
CONSTRUCTION AND OPERATION

CONTRACT NO. _____

Begins: July 1, 2016

Ends: June 30, 2017

ADMINISTERING

AGENCY: Economic Development

WHEREAS, this Agreement is made and entered into, as of July 1, 2016, and will commence the terms of agreement, by and between the COUNTY OF PLACER, a ("County") and the PLACER COUNTY VISITOR'S BUREAU ("PCVB"), a nonprofit corporation, who agree as follows:

- I. SERVICES. Subject to the terms and conditions set forth in this agreement, PCVB shall provide the services described in Exhibit A. PCVB shall provide said services at the time, place, and in the manner specified in Exhibit A, Scope of Work.
- II. PAYMENT. County shall pay PCVB for services rendered pursuant to this agreement at the time and in the amount set forth in Exhibit A. The payment specified in Exhibit A shall be made to PCVB for services rendered pursuant to this agreement. PCVB shall submit all billings for said services to the County in the manner specified in Exhibit A, #10
- III. GENERAL PROVISIONS. The General Provisions set forth in Exhibit B are an integral part of this agreement. Any inconsistency between said General Provisions and any other term or condition of this agreement shall be controlled by the term or condition of this agreement insofar as they are inconsistent.
- IV. EXHIBITS. All exhibits referred to herein are attached hereto and by this reference incorporated herein.
- V. TIME FOR PERFORMANCE. Time is of the essence, and failure of PCVB to perform all services in a timely manner shall constitute a material breach of this agreement.
- VI. APPROVAL OF SUBCONTRACTORS. No part of the services to be performed under this agreement shall be subcontracted without the prior written agreement of the COUNTY.
- VII. RECORDS. The PCVB shall maintain at all times complete and detailed records with regard to work performance under this agreement in a form acceptable to the COUNTY, according to generally accepted accounting and internal control principles, and COUNTY shall have the right to inspect such records at any reasonable time. Notwithstanding any other terms of this agreement, no payments shall be made to PCVB until the COUNTY is satisfied that work of such value has been rendered by the PCVB pursuant to this agreement.
- VIII. RENEWAL. This agreement may be renewed by making a request to the Board of Supervisors through the Office of Economic Development a minimum of 60 days prior to the expiration. The extension or renewal will be based on performance of the Scope of Work items as performed by the PCVB.

- IX. ANNUAL AUDIT. PCVB agrees to file with the County, Office of Economic Development, a certified copy of an annual audit of the financial statements of the PCVB within one hundred and twenty (120) calendar days of the close of the County's fiscal year, and further agrees to file official copies of all financial statements containing reference to funds herein within twenty (20) calendar days of their preparation.
- X. TERM. The term of this contract is for 12 months commencing July 1, 2016 and ending June 30, 2017 unless canceled by either party pursuant to the cancellation provisions herein.

Executed as of the day first above stated:

PLACER COUNTY

By: _____
David Boesch, County Executive Officer

Dated: _____

PLACER COUNTY VISITOR BUREAU

By: _____
Mora Rowe, Executive Director

Dated: _____

APPROVED AS TO FORM:

By: _____
Gerald O. Carden, County Counsel

2016-17
BOARD OF DIRECTORS

The Placer County Visitors Bureau (PCVB) was developed to provide overall tourism promotion activities for Placer County. The organization consists of a thirteen voting member Board of Directors, with representation from a variety of different regions and activities within the County

Representation includes the following:

	Name	Officer	Affiliation	Start/Term	End Term
1	Jim Brill	President, 2014-16	Owner/Monkey Cat Restaurant	2/18/2010	6/30/2016
2	David Breninger	Vice President, 2015-16	Retired	7/1/2014	6/30/2016
3	Julie Hirota	Treasurer	CEO/Blue Line Arts	7/1/2015	6/30/2016
4	Karen Killebrew	Secretary 2014-16	Retired	9/18/2013	6/30/2015
5	Mike Lynch		Retired State Park Superintendent	9/18/2013	6/30/2015
6	Brian Clausman		Owner Mountain Shadows Retreat/Foresthill	7/1/2015	6/30/2016
7	Colleen Nihen		Creative Director, Right Angle Marketing	7/1/2014	6/30/2015
8	Carol Arnold		CEO PlacerGROWN & Foothill Farmers Market Association	7/1/2014	6/30/2016
9	Dot Shiro		Placer County Historical Advisor Board	2/16/2012	6/30/2016
10	Doug Radford		CEO Holiday Inn Auburn/Hospitality	7/2/2015	6/30/2016
11	Mike Holmes		Retired	9/18/2015	6/30/2016
12	Vacant				
13	Vacant				
	Honorary/Non Voting Members		Placer County Executive Office		
	Honorary/Non Voting Members	Jocelyn Maddux	Aide to Supervisor for District 5	9/19/2013	
	Honorary/Non Voting Members	Vacant	Parks or US Forestry		

The PCVB shall perform and provide the following obligations of this Scope of Work (SOW) with Placer County. Successful performance of this SOW shall be evaluated according to mutually agreed upon criteria and milestones as stated below and based on submission of quarterly activity reports, which shall be provided to Placer County, Office of Economic Development. Activity reports will be provided prior to each quarterly contract payment.

Fulfillment of this agreement shall include:

1. Working closely with various organizations and businesses that market to area visitors (i.e., local business associations and groups; members of the lodging industry large and small; destination resorts; wineries and vineyards; restaurants; museums; retail businesses; farmers and ranchers; travel media and travel writers; tour operators; industry related associations; event coordinators and others) in order to promote the many Placer County attractions by:
 - Providing Welcome Guides, brochures, other materials to encourage visitors/clientele to stay in our area rather than just “passing through” on their way to other destinations; and
 - Meeting with them frequently to consider their ideas and learn of their issues and opportunities; and
 - Encouraging them to promote tourism through “package deals” or by providing coupons to travelers, as well as other such efforts; and
 - Collaborating with them to promote Placer County activities and attractions; and building a strong presence on multiple social media platforms (Facebook, Pinterest, and Instagram, advertising and events; and
 - Delivering a monthly online newsletter to educate our partners about upcoming local events, and seasonal activities and attractions.

2. Providing a variety of marketing services on behalf of Placer County designed to increase awareness of tourism to promote both overnight and day visitation, resulting in increased economic development for the County.
 - Developing, maintaining, updating, publishing, and distributing the Placer County Welcome Guide, plus other promotional brochures and materials that create awareness and encourage visitation to Placer County.
 - Developing a newly designed website to better drive traffic to our tourism partners, making sure to maintain and update the website throughout the year, www.visitplacer.com, plus utilizing other electronic media promotional methods (i.e., Facebook, Instagram for specific events, group emailing, etc.). This includes replacing Placer County “script” logo with the new registered trademark logo on all webpages.
 - Developing and implementing advertising programs that create awareness and encourage visitation to Placer County.
 - Continuing a Placer County presence by membership in tourism-related organizations (i.e., Gold County Visitors Assoc., Visit California).
 - Attending trade shows and events (such as: Bay Area Travel & Adventure Show, LA Travel & Adventure Show, Sacramento Farm to Fork Festival, Sunset Magazine Celebration Weekend, Stay Wild Festival in Portland Oregon, Go West Summit, IPW, and San Francisco Chronicle Public Wine Tasting) in an effort to actively promote Placer County to consumers and travel agents. Providing public relation activities that assist in promoting the County.

- Attending and maintaining a presence for information distribution at events and festivals.
 - Coordinating and collaborating with local groups who represent a specific tourist niche to promote events, attractions and activities (i.e., arts and culture heritage, agro-tourism, history, wine, eco-tourism, etc.).
 - Updating the diorama display at the State Capitol depicting Placer County with an emphasis on attracting visitors.
3. Maintaining the PCVB and the California Welcome Center (CWC) at 1103 High Street, Suite 150 in Auburn, CA, as one of 18 official State of California Visitor Information Centers promoting travels to and within California, specializing in promotion of Placer County including North Lake Tahoe.
 - Providing ongoing visitor information and referral services to potential and actual visitors.
 - Continuing to offer seven-day-per-week tourism information services to travelers and local residents at the CWC.
 - Offering special amenities to customers such as: Personal concierge services, maps, travel information, brochures, (Wi-Fi), clean restrooms, handicapped access, and refreshments.
 - Coordinating the PCVB promotional and marketing efforts with local, regional and state cooperative marketing programs.
 - Attending and participating in CWC conferences, workshops, and networking opportunities with Visit California.
 - Promoting and selling more locally made and grown products at the CWC's retail store.
 - Collaborating with Placer County Office of Economic Development to promote and sell Placer Life products.
 - Replacing Placer County' "script" logo with the new registered trade mark logo on the façade of the building.
 4. Developing and maintaining a visitor and tourism marketing plan. Performance and measurement components should include but not be limited to the following:
 - Collecting and analyzing visitor information by monitoring monthly activity at the California Welcome Center including: telephone calls, website contacts, social media platforms (Facebook, Pinterest, and Instagram), personal on-site visits, mail inquiries, and event and festival participation; and
 - Performance reports will be provided to the OED by the PCVB prior to each year's contract extension request. The performance measurement program will include an evaluation by the PCVB of specific tourism marketing programs.
 5. Piggyback on programs already in place by Visit California such as Restaurant Month and Wine Month.
 6. Organize a FAM Trip for tourism professionals, group tour operators, meeting planners and/or travel writers.
 7. Create a series of multi-day fly/drive packages and promote them in major metropolitan areas throughout the Western U.S.
 8. Increase train travel from the Bay Area and Silicon Valley to Placer County with a new program entitled, **Where the Train Stops and the Adventure Begins**
 9. Increase Mid-Week Bus Tours – Working in collaboration with NLTRA

State Fair Exhibit Booth

10. Design, develop and implement the annual California State Fair County display for Placer County, not-to-exceed \$25,000.
 - Attend the fall 2016 Meeting at the State Fair to obtain necessary materials for County participation in the California State Fair.
 - Comply with all necessary rules and regulations as spelled out in the Counties Exhibits Competition Handbook and ensure the County is duly represented at any and all meetings the State Fair conducts related to the Counties Exhibit.
 - Meet with the builder of choice to develop a design.
 - Meet with the builder to view the model of the exhibit.
 - Work to ensure that all forms submitted are correct and serve the purpose and intent of the County for participation in all activities necessary including Special Assistance Request Form for the builder, Additional Ribbons/Plaque Purchase Request Form, Counties Award Ceremony RSVP Form and Ceremony Incentive Form.
 - Attend the Mandatory County Representatives & Builders Meeting at the State Fair.

North Lake Tahoe Resort Association & Placer County Visitors Bureau/ California Welcome Center Joint Marketing Efforts

11. PCVB shall assist with conducting marketing efforts on behalf of the North lake Tahoe Resort Association (NLTRA) as follows:
 - Dedicate space in the CWC specifically for NLTRA to display visitor information, lodging specials, calendars etc.; and
 - Direct market North Lake Tahoe at visitor industry trade and travel shows when appropriate; and
 - Distribute marketing materials provided by the NLTRA at California State Fair, County Exhibit/Booth; and
 - Ensure North Lake Tahoe is adequately represented in the California State Fair, County Exhibit/Booth; and
 - Provide space to allow TV video promotion of tourist attractions and special events and represent and respond to visitor inquiries for information; and
 - Assist NLTRA with development of visitor-interest events and attractions; and
 - Collaborate with NLTRA on marketing development efforts when appropriate.
 - Provide the NLTRA with metrics that include visitor center visitation numbers quarterly and trade and travel show attendance numbers and attendee or lead contact information if available.
 - Provide content and advertising of NLTRA's product in annual Placer County Visitors Guide with an NLTRA approval.

PCVB shall document these activities in quarterly reports.

12. Invoicing OED via quarterly payments in the amount of \$81,250 less \$3,000.00 per quarter for repayment of relocation expenses by the 15th of the months of October 2016, January 2017, April 2017 and July 2017 for a total of \$325,000 based on a minimum of \$235,000 in TOT funds, \$40,000 of NLTRA Marketing Funds, and \$50,000 already budgeted within the CEO, Office of Economic Development's Budget for Fiscal Year 2016-2017.

The term of the agreement is predicated on the receipt of a report for the previous quarter. The report will describe in narrative the work performed during that previous quarter under each of the items set forth in the Scope of Work.

County, in its sole discretion, may withhold or suspend part or all of quarterly payments if the PCVB fails to take prompt and effective corrective action to remedy material variances from this agreement and Scope of Work within 15 days after notification by County.

13. Checks are to be made payable to:

**Placer County Visitors Bureau
1103 High Street, Suite 150
Auburn, CA 95603**

EXHIBIT B

GENERAL PROVISIONS

1. INDEPENDENT CONTRACTOR. At all times during the term of this Agreement, employees of PCVB shall be independent contractors and at no time shall employees of the PCVB be employees of the County. County shall have no right to control PCVB's performance hereunder except only insofar as is necessary to assure that the County receives acceptable services from PCVB pursuant to this Agreement. County shall not have the right to control the means by which PCVB accomplished services rendered pursuant to this Agreement, and shall therefore, not be responsible for willful or negligent acts of PCVB.

2. LICENSES, PERMITS, ETC. PCVB represents and warrants to County that it has all licenses, permits, qualifications, and approvals of whatsoever nature, which are legally required for PCVB to practice its profession. PCVB represents and warrants to County that PCVB shall, at its sole cost and expense, obtain and keep in effect at all times during the term of this Agreement, any licenses, permits, and approvals which are legally required for PCVB to practice its profession at the time the services are performed.

3. TIME. PCVB shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary for the satisfactory performance of PCVB's obligations pursuant to this Agreement. Neither party shall be considered in default of this Agreement to the extent performance is prevented or delayed by any cause, present or future, which is beyond the reasonable control of the party failing to timely perform.

4. INSURANCE: PCVB shall file with COUNTY concurrently herewith a Certificate of Insurance, in companies acceptable to COUNTY, with a Best's Rating of no less than A-:VII showing.

5. HOLD HARMLESS AND INDEMNIFICATION AGREEMENT

The PCVB hereby agrees to protect, defend, indemnify, and hold PLACER COUNTY free and harmless from any and all losses, claims, liens, demands, and causes of action of every kind and character including, but not limited to, the amounts of judgments, penalties, interest, court costs, legal fees, and all other expenses incurred by PLACER COUNTY arising in favor of any party, including claims, liens, debts, personal injuries, death, or damages to property (including employees or property of the COUNTY) and without limitation by enumeration, all other claims or demands of every character occurring or in any way incident to, in connection with or arising directly or indirectly out of, the contract or agreement. PCVB agrees to investigate, handle, respond to, provide defense for, and defend any such claims, demand, or suit at the sole expense of the PCVB. PCVB also agrees to bear all other costs and expenses related thereto, even if the claim or claims alleged are groundless, false, or fraudulent. This provision is not intended to create any cause of action in favor of any third party against PCVB or the COUNTY or to enlarge in any way the PCVB'S liability but is intended solely to provide for indemnification of PLACER COUNTY from liability for damages or injuries to third persons or property arising from PCVB'S performance pursuant to this contract or agreement.

As used above, the term PLACER COUNTY means Placer County or its officers, agents, employees, and volunteers.

6. INSURANCE:

PCVB shall file with COUNTY concurrently herewith a Certificate of Insurance, in companies acceptable to COUNTY, with a Best's Rating of no less than A:VII showing.

7. WORKER'S COMPENSATION AND EMPLOYERS LIABILITY INSURANCE:

Worker's Compensation Insurance shall be provided as required by any applicable law or regulation. Employer's liability insurance shall be provided in amounts not less than one million dollars (\$1,000,000) each accident for bodily injury by accident, one million dollars (\$1,000,000) policy limit for bodily injury by disease, and one million dollars (\$1,000,000) each employee for bodily injury by disease.

If there is an exposure of injury to PCVB'S employees under the U.S. Longshoremen's and Harbor Worker's Compensation Act, the Jones Act, or under laws, regulations, or statutes applicable to maritime employees, coverage shall be included for such injuries or claims.

Each Worker's Compensation policy shall be endorsed with the following specific language:

Cancellation Notice - "This policy shall not be changed without first giving thirty (30) days prior written notice and ten (10) days prior written notice of cancellation for non-payment of premium to the County of Placer".

Waiver of Subrogation - The workers' compensation policy shall be endorsed to state that the workers' compensation carrier waives its right of subrogation against the County, its officers, directors, officials, employees, agents or volunteers, which might arise by reason of payment under such policy in connection with performance under this agreement by the PCVB.

PCVB shall require all SUBCONTRACTORS to maintain adequate Workers' Compensation insurance. Certificates of Workers' Compensation shall be filed forthwith with the County upon demand.

8. GENERAL LIABILITY INSURANCE:

A. Comprehensive General Liability or Commercial General Liability insurance covering all operations by or on behalf of PCVB, providing insurance for bodily injury liability and property damage liability for the limits of liability indicated below and including coverage for:

(1) Contractual liability insuring the obligations assumed by PCVB in this Agreement.

B. One of the following forms is required:

(1) Comprehensive General Liability;

- (2) Commercial General Liability (Occurrence); or
- (3) Commercial General Liability (Claims Made).

C. If PCVB carries a Comprehensive General Liability policy, the limits of liability shall not be less than a Combined Single Limit for bodily injury, property damage, and Personal Injury Liability of:

- One million dollars (\$1,000,000) each occurrence
- Two million dollars (\$2,000,000) aggregate

D. If PCVB carries a Commercial General Liability (Occurrence) policy:

(1) The limits of liability shall not be less than:

- One million dollars (\$1,000,000) each occurrence (combined single limit for bodily injury and property damage)
- One million dollars (\$1,000,000) for Products-Completed Operations
- Two million dollars (\$2,000,000) General Aggregate

(2) If the policy does not have an endorsement providing that the General Aggregate Limit applies separately, or if defense costs are included in the aggregate limits, then the required aggregate limits shall be two million dollars (\$2,000,000).

E. Special Claims Made Policy Form Provisions:

PCVB shall not provide a Commercial General Liability (Claims Made) policy without the express prior written consent of COUNTY, which consent, if given, shall be subject to the following conditions:

(1) The limits of liability shall not be less than:

- One million dollars (\$1,000,000) each occurrence (combined single limit for bodily injury and property damage)
- One million dollars (\$1,000,000) aggregate for Products Completed Operations
- Two million dollars (\$2,000,000) General Aggregate

(2) The insurance coverage provided by PCVB shall contain language providing coverage up to one (1) year following the completion of the contract in order to provide insurance coverage for the hold harmless provisions herein if the policy is a claims-made policy.

Conformity of Coverages - If more than one policy is used to meet the required coverages, such as a separate umbrella policy, such policies shall be consistent with all other applicable policies used to meet these minimum requirements. For example, all policies shall be Occurrence Liability policies or all shall be Claims Made Liability policies, if approved by the County as noted above. In no cases shall the types of polices be different.

9. ENDORSEMENTS:

Each Comprehensive or Commercial General Liability policy shall be endorsed with the following specific language:

- A. "The County of Placer, its officers, agents, employees, and volunteers are to be covered as insured for all liability arising out of the operations by or on behalf of the named insured in the performance of this Agreement."
- B. "The insurance provided by the PCVB, including any excess liability or umbrella form coverage, is primary coverage to the County of Placer with respect to any insurance or self-insurance programs maintained by the County of Placer and no insurance held or owned by the County of Placer shall be called upon to contribute to a loss."
- C. "This policy shall not be changed without first giving thirty (30) days prior written notice and ten (10) days prior written notice of cancellation for non-payment of premium to the County of Placer".

10. AUTOMOBILE LIABILITY INSURANCE:

Automobile Liability insurance covering bodily injury and property damage in an amount no less than one million dollars (\$1,000,000) combined single limit for each occurrence.

Covered vehicles shall include owned, non-owned, and hired automobiles/trucks.

11. ADDITIONAL REQUIREMENTS:

Premium Payments - The insurance companies shall have no recourse against the COUNTY and funding agencies, its officers and employees or any of them for payment of any premiums or assessments under any policy issued by a mutual insurance company.

Policy Deductibles - The PCVB shall be responsible for all deductibles in all of the PCVB's insurance policies. The maximum amount of allowable deductible for insurance coverage required herein shall be \$25,000.

PCVB's Obligations - PCVB's indemnity and other obligations shall not be limited by the foregoing insurance requirements and shall survive the expiration of this agreement.

Verification of Coverage - PCVB shall furnish the County with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the County before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the PCVB's obligation to provide them. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Material Breach - Failure of the PCVB to maintain the insurance required by this agreement, or to comply with any of the requirements of this section, shall constitute a material breach of the entire agreement.

10. Consultant Not Agent. Except as County may specify in writing, PCVB shall have no authority, express or implied, to act on behalf of County in any capacity as an agent. PCVB shall not have authority, express or implied, pursuant to this Agreement to bind County to any contractual obligation whatsoever.

11. Assignment Prohibited. PCVB may not assign any right or obligation pursuant to this Agreement. Any attempted or purported assignment of any right or obligation pursuant to this Agreement shall be void and of no legal effect.

12. Standard of Performance. PCVB shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which PCVB is engaged. All products of whatsoever nature which PCVB delivers to County pursuant to this Agreement shall be prepared in a workmanlike manner and shall conform to the standards or quality normally observed by a person practicing in PCVB's profession. A violation of the standard of performance described in this paragraph shall constitute a material breach of the agreement.

13. Designated Representative. David C. Snyder, Director of Economic Development, is the representative of the County and will administer this Agreement for the County.

Mora Rowe, Executive Director is the authorized representative for the PCVB and will administer this Agreement for the PCVB. Changes in designated representatives shall occur only by advance written notice to the other party.

14. Notice and Correspondence.

A) Notice and correspondence to County regarding this contract should be delivered to:

David C. Snyder, Director of Economic Development
County Executive Office
175 Fulweiler Drive
Auburn, CA 95603

B) Notice and correspondence to PCVB should be delivered to:
Mora Rowe, Executive Director
Placer County Visitor's Bureau
1103 High Street, Suite 150
Auburn, CA 95603

15. Termination. Either party shall have the right to terminate this Agreement upon thirty (30) days notice by giving notice in writing of such termination to the other party. In the event County gives notice of termination, PCVB shall immediately cease rendering service upon receipt of such written notice, and the following shall apply:

A) PCVB shall deliver copies of all writings prepared by it pursuant to this Agreement. The term "writings" shall be construed to mean and include: handwriting, typewriting, printing, photocopies, photographing, computer disks and every other means of recording upon any tangible things, and form of communication or representation, including letters, words, picture, sounds, or symbols, or combinations thereof.

B) County shall have full ownership and control of all such writings or other communications delivered by PCVB pursuant to this Agreement.

- C) County shall pay PCVB the reasonable value of services rendered by PCVB to the date of termination pursuant to this Agreement not to exceed the amount documented by PCVB and approved by County as work accomplished to date; provided, however, that in no event shall the County be liable for lost profits which might have been made by PCVB had PCVB completed the services required by this Agreement. In this regard, PCVB shall furnish to the County such financial information as in the judgment of the County is necessary to determine the reasonable value of the services rendered by PCVB. In the event of a dispute as to the reasonable value of the services rendered by PCVB, the decision of the County shall be final.

Acceptance of payment described in this paragraph shall constitute a complete accord and satisfaction as between the parties. The foregoing is cumulative and does not affect any right or remedy, which County may have in law or equity.

16. Ownership of Information. All professional and technical information developed under this Agreement and all work sheets, reports, and related data shall become the property of County and PCVB agrees to deliver reproducible copies of such documents to County on completion of the services hereunder.

PCVB, by signing this agreement, disclaims any copyright in the information published or produced in conjunction with this project.

17. Taxation of Possessory Interests. PCVB understands that this agreement may create a taxable possessory interest and that this paragraph provides PCVB the statement of notification required by Revenue and Taxation Code Section 107.6.

18. Waiver. One or more waivers by one party of any major or minor breach or default of any provision term, condition, or covenant of this Agreement shall not operate as a waiver of any subsequent breach or default by the other party.

19. Entirety of Agreement. This Agreement contains the entire agreement of County and PCVB with respect to the subject matter hereof, and no other agreement, statement or promise made by any party, or to any employee, offer or agent of any party which is not contained in this Agreement shall be binding or valid.

20. Governing Law. This Agreement is executed and intended to be performed in the State of California, and the laws of California shall govern its interpretation and effect. Venue for any litigation arising from this agreement shall be the Superior Court for the County of Placer.

21. Interest of PCVB. PCVB covenants that it presently has no interest and shall not acquire any interest, direct, or indirect, which would conflict in any manner or degree with the performance of its services hereunder. PCVB further covenants that in the performance of this Agreement no person having any such interest shall be employed.

22. Maintenance of Records. All records shall be maintained by PCVB until any audit is completed and all questions arising therefore are resolved or for three years after completion of the project, whichever is sooner.

23. Amendment. This Agreement may be amended at any time upon the mutual written agreement of the parties.

