

## **MARKETING AND PROMOTIONAL SERVICES AGREEMENT BETWEEN THE TOWN OF YOUNTVILLE AND THE YOUNTVILLE CHAMBER OF COMMERCE**

**THIS AGREEMENT** is made and entered into this 3<sup>rd</sup> day of May 2011, by and between the Town of Yountville (hereinafter 'Town', a municipal corporation, and the Yountville Chamber of Commerce (hereinafter 'Chamber').

### **RECITALS**

- A. The Town recognizes that Yountville is an international tourist destination resort known for its high end resorts and spas, exceptional wines, highly regarded restaurants and general commerce celebrating the wine and culinary lifestyle that makes Yountville the "heart of the Napa Valley" and the locale one comes to "Taste Life Here".
- B. The Town's general fund derives significant revenues, over 75%, from the Transient Occupancy Tax (TOT) and sales tax generated by tourism to our community. Tourism is a clean industry which provides the significant revenue stream which allows the Town to provide the high quality of services it provides to the local residents.
- C. As such, Town seeks to work with the local business community to invest funding to market and promote Yountville as a desirable destination choice for both potential first time visitors and repeat visitors to ensure that tourists continue to stay in our lodging, dine in our restaurants, and shop in our local retail stores generating local tax revenue.
- D. Whereas the Town has a lean staffing organization and does not have staffing to allocate to marketing and promotional activities, the Town seeks to partner with the Chamber and make an investment in the promotion and marketing of tourism in Yountville which has a direct impact on the Town's primary revenue source.
- E. Section 37110 of the California Government Code authorizes the expenditures of money accruing to the General Fund in the Fiscal Year for such promotion and marketing.
- F. Chamber is recognized by the Internal Revenue Service as a section 501[c][6] nonprofit organization.
- G. Chamber is directed by an elected Board of Directors from the local business community with a professional staff and volunteers and is organized and equipped to carry on such promotional and marketing activities on behalf of the Town.
- H. Town has previously adopted agreements with the Chamber for marketing services for FY 1993-95, 1995-96, 1997-98, 1998-99, 1999-2000, 2000-01, 2002-03, 2003-04, 2004-05, 2005-08, and 2008-11:

**Therefore**, for the considerations hereinafter specified, the parties agree as follows:

**Section 1. Scope of Services.** The services to be provided by the Yountville Chamber of Commerce “Chamber” for the year commencing July 1, 2011, shall be as outlined in Exhibit A attached hereto and shall be reviewed annually by the parties.

**Section 2. Term of Agreement.** This Agreement shall begin July 1, 2011 and terminate on June 30, 2014. The agreement shall be subject to an annual review by the parties of the Scope of Services and Budget for future years beginning July 1, 2012 and July 1, 2013.

**Section 3. Compensation.**

A. For the services described in Exhibit A to be performed during the year commencing July 1, 2011, the Chamber shall be paid a maximum sum of \$234,000.00 per year to be paid as follows:

|                 |           |
|-----------------|-----------|
| July 1, 2011    | \$115,000 |
| January 1, 2012 | \$59,500  |
| April 1, 2012   | \$59,500  |

B. There will be an annual CPI adjustment (SF all urban consumers index) not to exceed 5% for the years beginning July 1, 2012 and July 1, 2013 unless otherwise approved by the Town Council.

**Section 4. Accounting.** The Chamber agrees to account for all funding provided and to keep complete books and records thereof and to make available and to submit to audit by the Town of all the Chambers’ books, records, and financial statements upon the Town’s request and with reasonable prior notice.

**Section 5. Performance Evaluation/Tracking.** For the purposes of evaluating the effectiveness of the marketing and promotional services to be provided by the Chamber, the Chamber shall provide an annual written report to the Town by May 31<sup>st</sup> which includes the following information:

- A. Monthly statistics of visitor activity including the following:
1. The origin and number of visitors coming to Yountville Visitor Center;
  2. Utilization and traffic counts on Chamber web-site.
  3. Track attendance, as possible, at major special events after publication of promotional advertising.
  4. Hours of operation and staffing levels at Visitor Information Center. Hours of operation shall generally be 10:00 a.m. to 5:00 p.m. daily except for holidays and Chamber staffed Special Events. Chamber may modify visitor center hours with prior mutual agreement of the Town.
- B. Provide periodic reports on advertising, press coverage, and press releases with dates of publication or release.
- C. Status of projects/programs outlined in Exhibit A, “Scope of Services.”

- D. Annual report shall be submitted by May 31<sup>st</sup>.
- E. Town Manager or designee shall serve in an ex-officio capacity on the Chamber Board of Directors. Town Manager or designated staff representative may also serve on other Chamber committees.
- F. Town Manager and Chamber Executive Director shall meet periodically to discuss and review marketing trends, business climate, etc. within Yountville and the Napa Valley region.

**Section 6. Promotional Credit and Recognition.** Town shall be listed and credited as an official corporate sponsor for all Chamber events and activities. Town shall provide copy of logo for such credit use. Town shall be considered as a corporate business member of the chamber and entitled to same membership benefits as other chamber business members for participation in chamber events and activities by Town elected officials and staff.

**Section 7. Independent Contractors.** It is understood and agreed that the Chamber, in the performance of the work and services agreed to be performed by Chamber, shall act as and be an independent contractor. Chamber shall obtain no rights or other benefits that accrue to employees of Town.

**Section 8. Indemnification.** The Chamber shall indemnify, hold harmless and defend the Town, its agents, and employees for all liability, actions, claims, damages, costs, or expenses, including attorney's fees and witness costs, which may be asserted by any person, including the Chamber, arising out of or in connection with the performance by the Chamber under the terms of this Agreement at a level determined by the Town.

**Section 9. Insurance Requirements.** Chamber agrees to have and maintain Worker's Compensation Insurance coverage.

**Section 10. Nondiscrimination.** The Chamber shall comply with all applicable federal, state, and local laws, rules, and regulations in regard to nondiscrimination in employment because of race, ancestry, color, sex, age, national origin, religion, marital status, medical condition, or handicap.

**Section 11. Governing Law.** Town and Chamber agree that the law governing this Agreement shall be that of the State of California.

**Section 12. Compliance With Laws.** Chamber shall comply with all applicable laws, ordinances, codes, and regulations of the Federal, State, and Local agencies.

**Section 13. Disclosure/Provision of Information.** Brochures, maps, or other promotional materials produced by Chamber using the funds arising out of this Agreement shall include the Town logo on the material. Any information developed by Chamber pursuant to this Agreement shall be provided to Town upon Town's request.

**Section 14. Waiver.** The parties agree that waiver, breach, or violation of any term or condition of this Agreement shall not be deemed to be a waiver of any other term or condition contained herein or a waiver of any subsequent breach or violation of the same or any other term or condition. The acceptance by Town of the performance of any work or services by Chamber shall not be deemed to be a waiver of any term or condition of this Agreement.

**Section 15. Assignment/Delegation.** Except as above, neither party hereto shall assign, sublet, or transfer any interest in or duty under this Agreement without written consent of the other, and no assignment shall be of any force or affect whatsoever unless and until the other party shall have so consented.

**Section 16. Conflict of Interest.** The Chamber 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. The Chamber further covenants that in the performance of this contract, no person having any such interest shall be employed.

**Section 17. Attorney's Fees.** In the event either party brings an action or proceeding for damages arising out of the other's performance under this Agreement or to establish the right or remedy of either party, the prevailing party shall be entitled to recover reasonable attorney's fees and costs as part of such action or proceeding.

**Section 18. No Third Party Beneficiaries.** Nothing contained in this Agreement shall be construed to create, and the parties do not intend to create, any rights in third parties.

**Section 19. Notices.** All notices and other communications required or permitted to be given under this Agreement shall be in writing and shall be personally served or mailed, return-receipt requested, addressed to the respective parties as follows:

Executive Director  
Yountville Chamber of Commerce  
6485 Washington Street  
P O Box 2064  
Yountville, CA 94599

Town Manager  
Town of Yountville  
6550 Yount Street  
Yountville, Ca 94599

**Section 20. Prior Agreements.** This Agreement, including all Exhibits attached hereto, represents the entire understanding of the parties as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder.

**Section 21. Entire Agreement.** Both parties acknowledge that by entering into this Agreement, the Town is not assuming any obligation to operate, supervise, or fund Chamber or any other obligations to Chamber other than those expressly stated herein. This Agreement constitutes the entire agreement among the parties and may not be modified or changed, except by written instrument executed by both parties.

**Section 22. Termination.** Should Chamber fail to perform any of its obligations hereunder, within the time and in the manner provided, or otherwise violate any of the terms of this Agreement, the Town may terminate this Agreement by giving written notice of such termination, stating the reasons for such termination in such event. Upon termination the Chamber shall not be due monies that are unpaid, and any unexpended monies shall be due to the Town. No amounts shall be expended by the Chamber following the date of written notice of termination without written consent of the Town. The Chamber shall be compensated as above, provided, however, there shall be deducted from such amount the amount of damage, if any, sustained by Town by virtue of the Chamber's breach of this Agreement.

Dated: 5-4-11

Dated: May 9, 2011

**TOWN OF YOUNTVILLE**

SR Rogers  
Steven R. Rogers, Town Manager

**YOUNTVILLE CHAMBER OF COMMERCE**

Katja Loeffelholz, President  
Katja Loeffelholz, President

**ATTEST:**

MD  
Michelle Dahme, Town Clerk

**APPROVED AS TO FORM:**

Arnold Alvarez-Glasman  
Arnold Alvarez-Glasman,  
Town Attorney

## **Exhibit A**

### **Scope of Work Yountville Chamber of Commerce Marketing and Promotional Services Agreement**

#### **Tourism Marketing and Promotional Efforts**

The Yountville Chamber of Commerce “Chamber” shall at a minimum provide the following efforts to proactively market the Town of Yountville and Chamber members to promote tourism and local businesses by implementing an effective marketing and promotional strategy which will maintain and generate increased TOT and sales tax revenue to the Town’s General Fund thereby directly contributing to the quality of life for local residents through the funding of core town services.

- Retain services of professional public relations firm to assist in the marketing and exposure of the Town of Yountville as a high end resort destination.
- Maintain an exciting and updated web-site and provide a link to the Town web-site.
- Operate and staff a Visitor Information Center on a daily basis. Hours of operation and staffing levels at Visitor Information Center. Hours of operation shall generally be 10:00 a.m. to 5:00 p.m. daily except for holidays and Chamber staffed Special Events. Chamber may modify visitor center hours with prior mutual agreement of the Town.
- Produce and update as necessary various Town promotional information such as but not limited to walking map of Town, business directory, business map and other such information.

#### **Special Events Production**

The Chamber shall be responsible for the coordination, marketing and production of community wide special events which are designed to focus on and promote the Town’s culinary and wine industry to both the local community and regional community:

1. Taste of Yountville; annual one day, daytime event held in late March/early April or on date to be determined showcasing Yountville’s hospitality, restaurants, wineries, businesses and attractions during a day long wine and culinary food tasting and entertainment festival.
2. Festival of Lights; annual daytime festival on Friday after Thanksgiving featuring family entertainment and activities, food and wine booths partnering with local businesses. Efforts will be made to add additional events throughout the month to

extend the Festival of Lights or Winterscape marketing such as seasonal promotional, carriage rides, Town tree lighting ceremony, etc.

3. Town-wide LED Lighting Installation in support of Festival of Lights prior to Thanksgiving and continuing through holiday season to a mutually agreeable date in January or February; Chamber shall be responsible for coordination and all aspects of managing contract with vendor for installation of LED lighting for Festival of Lights on trees and street lights, poles, etc. along Town public Right-of-Way and town owned buildings on Washington Street and Yount Street during the Festival of Lights.
4. Chamber may also provide support and assistance to other community activities including but not limited to:

4<sup>th</sup> of July

Yountville Days Parade and Festival

Yountville Days Chili Cook Off

Celebrity Chef's Veterans Day Luncheon for Veterans Home residents

### **Business Education and Community Outreach Efforts**

Chamber shall sponsor annually a minimum of two (2) "Business Informational Meetings" with the Town. These events are designed to provide up to date information to local businesses on activities being undertaken by the Town that have an impact on the local business community. Chamber and Town shall work together to identify topics, dates and times of these events.

Chamber shall continue with its successful food handler training classes offered both in both English and Spanish for local restaurants to help ensure the highest level of safe food preparation by employees which strive to offer restaurant patrons, both locals and visitors alike, a quality restaurant experience.

Create and promote business information exchange through monthly mixers, promotional events, new business ribbon cuttings, and business seminars.

Maintain a local business shopping program of a "locals" nature.