

**PROFESSIONAL SERVICES AGREEMENT BETWEEN THE TOWN
OF YOUNTVILLE AND THE YOUNTVILLE CHAMBER OF COMMERCE
TO OPERATE THE WELCOME CENTER AND PROVIDE
MARKETING AND PROMOTIONAL SERVICES**

THIS AGREEMENT is made and entered into this sixth day of June, 2017, 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 renowned 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" TM and the locale one comes to "Taste Life Here."
- B) The Town's general fund derives significant revenues, over 75 percent, from the Transient Occupancy Tax (TOT) and sales tax generated as a result of tourism in 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 at little direct cost to the 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 and repeat visitors and to ensure that visitors continue to stay in our lodging, dine in our restaurants, and shop in our local retail stores generating local tax revenue.
- D) The Town is a leanly staffed organization which does not have existing staff resources to allocate to marketing and promotional activities or the daily operation of the Visitor Center. Consistent with its hybrid service delivery model, the Town has established a longstanding partnership with the Chamber as its vehicle to make an investment in the promotion and marketing of tourism in Yountville which has a direct and significant positive 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) The Chamber is recognized by the Internal Revenue Service as a section 501(c)(6) nonprofit organization.
- G) The 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 staff and operate the Welcome Center and to carry on such promotional and marketing activities on behalf of the Town.
- H) The Chamber has established working relationships with Visit Napa Valley (regional tourism promotional agency) and works in partnership to support the local NVTID-Yountville promotional efforts and has a voting seat on the local NVTID-Yountville governing body.
- I) Town has previously adopted agreements with the Chamber to operate the Welcome

Center and for marketing and promotional 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, 2011-2014, 2014-2017.

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, 2017, 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, 2017 and terminate on June 30, 2020. 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, 2018 and July 1, 2019.

Section 3. Compensation.

- A) For the services described in Exhibit A to be performed during the year commencing July 1, 2017, the Chamber shall be paid a minimum sum of \$281,400.00 per year to be paid as follows:

July 1, 2017	\$140,000.00
January 1, 2018	\$141,400.00

- B) There will be an annual CPI adjustment (SF all urban consumers index) not to exceed three percent (3%) for the years beginning July 1, 2018 and July 1, 2019 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 approximately May 31st which shall include the following information:

- A) Statistics of visitor activity including the following:
1. The origin and number of visitors coming to Yountville Visitor Center during hours of operation; which are 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,
 2. Utilization and traffic counts on Chamber web-site.
 3. Utilization and followers on Social Media, reflective of industry standards,
 4. Track attendance, as possible, at major special events coordinated by Chamber.

- B) Provide an annual report on marketing and promotional efforts by retained professional firm(s); including; 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 31st or shortly thereafter depending on Town Council meeting calendar.
- E) Town Manager or designee shall serve on the Chamber Board of Directors. Town Manager or other designated staff representative(s) may also serve on other Chamber subcommittees.
- F) Town Manager and Chamber President & CEO 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:

President & CEO
Yountville Chamber of Commerce
6485 Washington Street
PO 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.

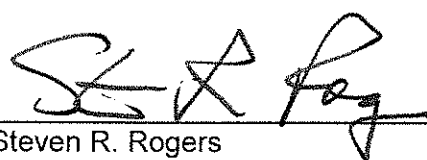
Section 22. Termination. Should Chamber fail to perform any of its obligations hereunder, within the time and in the manner provided, or otherwise violate any of the terms of this

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.

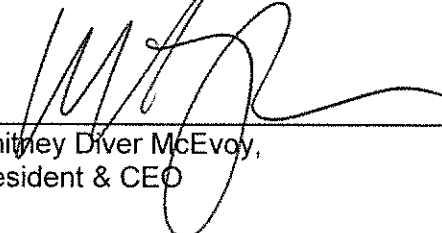
Dated: 6/9/17 Dated: 6/9/17

TOWN OF YOUNTVILLE

YOUNTVILLE CHAMBER OF COMMERCE

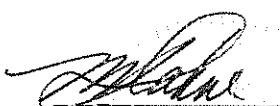


Steven R. Rogers
Town Manager



Whitney Diver McEvoy,
President & CEO

ATTEST:



Michelle Dahme, Town Clerk

APPROVED AS TO FORM



Gary Bell/Town Attorney

Exhibit A

Scope of Work Yountville Chamber of Commerce Marketing and Promotional and Operation of Visitor Information Center Services Agreement

A. Tourism Marketing and Promotional Efforts and Visitor Center Operation

The Yountville Chamber of Commerce shall, at a minimum, operate a locally based Welcome Center, provide the following efforts to proactively market and promote the Town of Yountville as a visitor destination, its Chamber members, and help to improve the overall visitor experience, and to implement effective marketing and promotional programs which help to generate and maintain TOT and sales tax revenue to the Town's General Fund thereby directly contributing to the quality of life for local residents by funding core town services:

1. Retain services of a professional public relations/marketing firm(s) or other mutually agreed upon strategy to assist in the marketing, generation of public relations media exposure which showcase the image of Yountville as a high end resort destination.
2. Maintain an exciting and updated website, yountville.com and provide a link to the Town website.
3. Utilize and engage in various Social Media platforms and appropriate to Yountville's applicable target demographics to build awareness and promote the destination.
4. Operate and staff a Visitor Information (Welcome) Center on a daily basis; including walk-ins, e-Mail and phone calls. The hours of operation to serve the needs of the visitors and others 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.

A. The Visitor Information Center will also provide a central location for the display of marketing materials for area attractions, activities, wineries, dining, shopping, etc. Visitor Information Center volunteers will maintain a knowledge base of the area history, visitor opportunities, activities and events.

5. Produce and update as necessary various Town promotional collateral information such as, but not limited to walking map of Town, business map and other such business related information of use to a visitor.

B. Special Events Marketing Support

The Chamber is responsible for providing marketing support of community-wide events which are designed to focus on and promote the Town's culinary and wine industry to both the local and regional community. The Chamber will be an active partner and participant in the implementation of community wide events.

1. **Yountville Live & Taste of Yountville**: An annual food, wine and music festival held in March/April designed to showcase Yountville's hospitality, restaurants, wineries,

businesses, cultural arts and attractions. The Chamber is committed to working with Live in the Vineyard, the Town, NVTID-Yountville, and other partners to ensure Yountville Live and Taste of Yountville event experience is on a level that is appropriate and consistent with the existing brand image of Yountville.

2. **Festival of Lights**; A community focused one day event celebrating the Town-wide lighting of Yountville. The event will feature food and wine from local businesses, along with limited family entertainment and activities.

a) **Town-wide LED Lighting Installation** in support of Festival of Lights prior to Thanksgiving and continuing through the holiday season to a mutually agreeable date in January or February; Chamber shall be responsible for the coordination and all aspects of managing a contract with a vendor for the installation of LED lighting on trees and street lights, poles, etc. along the Town's public right-of-way and Town owned buildings on Washington and Yount Streets during the time period.

3. Chamber may also provide support and assistance, given time, budget and staffing constraints, to other community activities including but not limited to:

- Town Tree Lighting Event
- Yountville Days Parade and Festival
- Celebrity Chef s Veterans Day Luncheon for Veterans Home residents
- Arts in April Event(s)
- Napa Valley Film Festival
- NVTID-Yountville activities and outreach efforts
- Yountville Residents Bash
- Concerts in the Park
- Movies in the Park

C. Business Education and Community Outreach Efforts

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

2. Create and promote business information exchange through monthly networking mixers for residents and businesses, new business ribbon cuttings, educational seminars and various other networking programs.

3. Develop and maintain Yountville Residents program; including promoting local businesses, locally focused events for Residents, etc.