

Board of Directors

Bruce Spangler, President (Oroville)
 Analise Uhlig Secretary (Chico)
 Mohammad Billah, Treasurer (Chico)
 Jasmin Wilson, (Oroville)
 Haroon Saddique (Paradise)
 Nicole Johansson, (At Large)
 John Pearson, (At Large)
 Tamba Sellu (Chico)

**Advisory Board**

Victoria Anton, Oroville
 Melanie Bassett, Chico
 Colette Curtis, Paradise
 Sarah Boesen, Chico
 Jennifer Leonard, Unincorporated
 Holly Jorgensen, Oroville
 Melissa Schuster, Paradise
 Marci Shadd, Biggs

EXPLORE BUTTE COUNTY BOARD MEETING

January 13, 2022
 Time: 12:00 – 2:00 pm

Via Zoom Meeting ONLY

Join Zoom Meeting

<https://us02web.zoom.us/j/86144859495?pwd=RTZmOXo0SmtJandlaXI MakNkayt2Zz09>

Meeting ID: 861 4485 9495

Passcode: 172806

Dial by your location

669 900 9128 US (San Jose)

AGENDA

MISSION: Explore Butte County inspires people to visit Butte County, creates tourism opportunities that contribute to economic vitality, and builds community through partnerships.

VISION: Explore Butte County is the *heart and champion* of growing and sustaining a flourishing and diverse tourism economy making Butte County THE must-visit destination in the Northstate.

VALUES: Authenticity. Innovation. Exploration. Stewardship. Equity. Inclusion. Fun.

1. Call to order and roll call – virtual meeting, votes will be considered aye, unless individual members abstain or verbally vote no.

2. **CONSENT AGENDA**

2.1 Approval of Board Meeting Minutes from November 11, 2022

2.2 Approval of November 2021 Financials

2.3 Approval of December 2022 Financials

2.4 Annual photography contract renewal with Watershed Media

2.5 Annual contract renewal for Datafy (formerly See Source)

2.6 Executed ARPA contract with City of Chico for ARPA-funded Chico Tourism Brand Project

3. **PUBLIC COMMENT**

The public is invited to address the Board regarding any non-agenda items at this time. Time is limited to 3 minutes per speaker. The Board may not take any action on public comment.

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4. **REGULAR AGENDA**

4.1 PRESENTATION ABOUT COMMERCIAL AIR SERVICE AT CHICO AIRPORT

Update about commercial air service and vision for Chico airport.

Recommendation: *No formal recommendation.*

4.2 CONSIDERATION OF THE 2022 BUDGET

The Finance Committee met November 19, 2021, to consider a draft budget of the 2022 budget. 2022 will mark the first year that EBC will have additional funding streams for a variety of projects. Narrative report and draft budget are included in packet for review.

Recommendation: *To approve the 2022 budget as presented.*

4.3 OROVILLE TOURISM COMMITTEE YEAR-END REVIEW

Year-end review report included in board packet. Committee will meet soon to develop a recommendation for the 2022 program year to be presented and approved by the BOD at the March 2022 meeting.

Recommendation: *No recommendation, informational only.*

4.4 CHICO TOURISM COMMITTEE YEAR-END REVIEW & CONSIDERATION OF RECOMMENDATION FOR 2022 PLAN AND SPENDING

The Chico Tourism Committee year-end review report is included in the board packet. The current members of the Chico Tourism Committee met on Friday, January 7, 2022, to discuss initiatives for 2022. With remainder funds from 2021 and the already earned funds for 2022, the Chico Zone Marketing budget for 2022 will be more than \$94,000. Top line, the committee would like to focus on the following activities:

- Grow the committee to be more inclusive to organizations that are involved in travel and tourism, to be broader than the original group.
- Allocate no more than 50% of the annual zone budget or \$40,000 (whichever is lower) per year on a project manager to deploy Chico Zone marketing and initiatives as developed by the committee annually.
- Allocate additional budget to
 - "Clean Up Chico" volunteer event creation/partnership with \$4,000 (2 events in 2022).
 - \$15,000 for a Chico Velo Wildflower lodging/biking partnership.
 - \$3,000 for other sponsorship opportunities that EBC should be included in.
- This leaves \$32,000 in the budget for the committee to consider and come back to the BOD with additional planning.

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Recommendation: *To approve the recommendation from the Chico Tourism Committee for 2022 as outlined, with the additional planning to come before the EBC BOD as the year continues.*

4.5 CONSIDERATION OF CONTRACT AND SCOPE OF WORK WITH BUTTE COUNTY TO DEPLOY THE BUTTE COUNTY WAYFINDING SIGNAGE MASTER PLAN

Denero has been working with Butte County to develop a scope of work with timelines and deliverables which will need to be presented to the Butte County Board of Supervisors in February prior to work beginning. Proposed scope and budget are included in board packet for EBC BOD approval.

Recommendation: *To approve the scope of work with corresponding timelines and budget items.*

4.6 CONSIDERATION OF CONTRACT WITH JOHN PEARSON AS PROJECT MANAGER FOR EBC

During the November 11, 2021, EBC board meeting, EBC staff asked for BOD direction on upcoming special projects and need for additional help to fulfill the project timelines and deliverables. After considering projects and funding a Project Manager scope of work has been created that would allow EBC flexibility to work with a contractor to be a liaison for at least 3 projects outlined in our 2022 goals. Current board member, John Pearson, submitted a proposal to work with EBC as the Project Manager. Due to a potential for a perceived conflict of interest, John has submitted his resignation from the Board of Directors to be considered for this contract position.

Recommendation: *To accept John Pearson's resignation from the Board of Directors as an at-large director and to allow Denero to sign the Project Manager contract on behalf of the board of directors.*

5. **REPORTS AND COMMUNICATIONS**

5.1 **MOBILE VISITOR CENTER UPDATE** *Bruce Spangler*

5.2 **MARKETING COMMITTEE REPORT** *Nicole Johansson*

5.3 **NOMINATING COMMITTEE UPDATE** *Haroon Saddique*

5.4 **EXECUTIVE DIRECTOR REPORT** *Carolyn Denero*

6. **ADJOURNMENT**

Next regular board meeting is scheduled for March 10, 2022. This will be our Annual Meeting.

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EXPLORE BUTTE COUNTY BOARD MEETING

November 11, 2021

Time: 12:00 – 2:00 pm

Via Zoom Meeting ONLY

MINUTES

1. Call to order and roll call – virtual meeting, votes will be considered aye, unless individual members abstain or verbally vote no.

Meeting was called to order at 12:03 pm by President Spangler.

Present – Directors: Spangler, Uhlrig, Billah*, Saddique, Johansson, Pearson.
Advisors: Bassett, Leonard.

Absent – Director Wilson. Advisors: Anton, Curtis, Boesen, Jorgensen, Schuster, Shadd.

Guests – Shelly James PorterCo, Amber Marron Oroville Chamber, Aaron Wright State Parks, Audrey Taylor Everybody Healthy Body, Tamba Sellu Residence Inn by Marriott Chico, Tami Travis PorterCo.

Staff – Denero, Baer, Salas.

*late arrival

2. **CONSENT AGENDA**

2.1 Approval of Board Meeting Minutes from September 9, 2021

2.2 Approval of September and October 2021 financials

A motion was made by Director Pearson and seconded by Director Uhlrig to approve the consent agenda items as presented.

The motion carried by the following vote:

Board of Directors

Bruce Spangler, President (Oroville)
 Analise Uhrig Secretary (Chico)
 Mohammad Billah, Treasurer (Chico)
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AYES: Spangler, Uhrig, Saddique, Johansson, Pearson

NOES: None

ABSTENTIONS: None

3. **PUBLIC COMMENT**

Melanie Bassett: Downtown Chico holiday update: Christmas Preview, Christmas Tree lighting, and the downtown chico ice skating rink will all be happening this winter season.

Aaron Wright: Lake Oroville Bidwell Canyon Stage III boat ramp has reopened.

4. **REGULAR AGENDA**

4.1 CONSIDERATION OF LETTER OF SUPPORT FROM EBC BOARD OF DIRECTORS TO ENCOURAGE BUTTE COUNTY BOARD OF SUPERVISORS TO EXPAND LAND USE DESIGNATION FOR MORE SPACE FOR SPORTS, RECREATION, EDUCATION, HEALTH AND WELLNESS.

Presented by Audrey Taylor on behalf of Everybody Healthy Body. Discussion about why there is a move to expand unincorporated Butte County land use designation and to revise zoning, including Nance Canyon, during the Butte County General Plan Update for more space for sports, recreation, education, health and wellness.

A motion was made by Director Uhrig and seconded by Director Pearson to approve a letter of recommendation for the expansion of land use designation and zoning in unincorporated areas for the Butte County General Plan, providing that sufficient language about tourism is included in the recommendation.

The motion carried by the following vote:

AYES: Spangler, Uhrig, Billah, Saddique, Johansson, Pearson

NOES: None

ABSTENTIONS: None

4.2 REVIEW OF THE UPDATED FORMAT OF EXPLORE BUTTE COUNTY BALANCE SHEET

Per the action of the Board during the September meeting, Denero has worked with Holly Pladson, CPA, to update the Balance Sheet to accurately reflect the projects whose funds have been reserved to be more transparent about allocated projects.

No action required, informational reporting presented by Carolyn Denero, CEO Explore Butte County.

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4.3 CONSIDERATION OF FILLING BROOKE ISENBERG'S VACATED SEAT REPRESENTING CHICO LODGING

Brooke Isenberg, Vice President of the Board, has resigned effective October 22, 2021 and will no longer be able to represent Chico lodging as a voting board member. Brooke has submitted a letter of recommendation for Tamba Sellu, Director of Market Sales, representing Marriott.

A motion was made by Director Spangler and seconded by Director Billah to appoint Tamba Sellu to the Explore Butte County Board of Directors effective immediately to represent Chico lodging for Brooke's current term which will expire March 2022. Tamba will be eligible to vote beginning at the January 13, 2022, board meeting.

The motion carried by the following vote:

AYES: Spangler, Uhlig, Billah, Saddique, Johansson, Pearson

NOES: None

ABSTENTIONS: None

4.4 OROVILLE TOURISM COMMITTEE UPDATE

The Oroville Tourism Committee continues to work on the tourism map and has funded short promotional videos that can be used to advertise downtown Oroville.

No action required, informational reporting presented by Amber Marron, Oroville Tourism Committee Chair.

4.5 CHICO TOURISM COMMITTEE UPDATE

Chico Tourism Committee sponsored the GrowTech event by ChicoStart that focused on start up tech companies and brought a handful of speakers from out of state into Chico. \$10,000 was approved to help promote the Chico Ice Rink.

No action required, informational reporting presented by Analise Uhlig, Chico Tourism Committee Chair.

4.6 CONSIDERATION OF UPDATED MISSION, VISION AND VALUES FOR EXPLORE BUTTE COUNTY

Draft mission, vision, values documents were presented to the Board of Directors for review as the organization transitions from a Destination Marketing Organization to a Destination Marketing and Management Organization.

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A motion was made by Director Spangler and seconded by Director Pearson to accept the Mission, Vision, and Values statements as proposed by the Marketing Committee.

The motion carried by the following vote:

AYES: Spangler, Uhlig, Billah, Saddique, Johansson, Pearson

NOES: None

ABSTENTIONS: None

4.7 CONSIDERATION OF AMENDING EBC BYLAWS TO CREATE MORE OPPORTUNITY FOR PARTICIPATION ON THE ADVISORY BOARD WHILE CREATING A WORKING POLICY UPDATED BY THE BOD AS NECESSARY

A new policy was created and presented to offer more advisory seats on the board of directors as the organization continues to grow.

A motion was made by Director Spangler and seconded by Director Pearson to amend the bylaws as presented, and to approve the EBC internal policy on best practices for filling Advisor seats.

The motion carried by the following vote:

AYES: Spangler, Uhlig, Saddique, Pearson

NOES: None

ABSTENTIONS: None

4.8 REPORT ON UPCOMING PROJECTS. BOARD DIRECTION SOUGHT BY STAFF.

EBC staff have been working with both Butte County and City of Chico on American Rescue Plan Act (ARPA) projects. The Chico project ends June 30, 2024, and consists of building a Chico-specific tourism brand and the corresponding assets necessary to maintain the brand and promotion; the Butte County project ends June 30, 2024 and consists of collaboration to create a countywide wayfinding master plan and dissemination of event support grants. In addition, Chico Zone Marketing is interested in a part-time contractor to help with Chico-specific marketing and promotion, and the BOD has also allocated funding to creation of a Film Commission.

Board directed staff to put together a plan and scope of work for hiring a project manager to get started as soon as possible. Scope of work and proposal to be brought back to BOD when ready.

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5. REPORTS AND COMMUNICATIONS**5.1 MARKETING COMMITTEE REPORT****5.2 Q3 MARKETING UPDATE** *Ashley Baer***5.3 EXECUTIVE DIRECTOR REPORT** *Carolyn Denero***5.4 ITEMS FOR JANUARY BOARD MEETING** *Board Suggestions***6. CLOSED SESSION****6.1 CEO REVIEW PROCESS AND COMPENSATION**

Public was asked to leave the meeting so closed session could begin. Directors entered closed session at 1:25pm. Denero to create project parameters and incremental pay program for additional projects and funding streams that align with board goals for the organization.

7. ADJOURNMENT

Meeting was adjourned at 2:05 pm.

Minutes respectfully submitted by Alicia Salas.

Explore Butte County Balance Sheet As of November 30, 2021

	Nov 30, 21
ASSETS	
Current Assets	
Checking/Savings	
1000 · Tri Counties Bank	1,115,503.71
Total Checking/Savings	1,115,503.71
Total Current Assets	1,115,503.71
Fixed Assets	
1550 · Vehicle	98,582.41
1500 · Furniture and Equipment	15,393.73
1600 · Accumulated depreciation	-5,766.00
Total Fixed Assets	108,210.14
TOTAL ASSETS	1,223,713.85
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Credit Cards	
2100 · TCB Credit Card #1238-Carolyn D	554.64
2101 · Credit Card #3044-Ashley Baer	928.63
2102 · Credit Card #3036 -Alicia Salas	610.61
Total Credit Cards	2,093.88
Other Current Liabilities	
2400 · Payroll Liabilities	4,395.95
Total Other Current Liabilities	4,395.95
Total Current Liabilities	6,489.83
Total Liabilities	6,489.83
Equity	
3200 · Unrestricted Net Assets	531,419.43
3300 · Net Assets - Reserved	
3305 · Reserved - Zone Marketing	83,854.09
3310 · Reserved - 3% Contingency	118,127.40
3315 · Reserved - Recovery Campaign	136,000.00
3320 · Reserved - Film Commission	68,204.26
3325 · Reserved - Wayfinding Signage	68,204.26
3330 · Reserved - Mobile Visitor Cente	150,000.00
3335 · Reserved - Rebranding Project	55,000.00
Total 3300 · Net Assets - Reserved	679,390.01
Net Income	6,414.58
Total Equity	1,217,224.02
TOTAL LIABILITIES & EQUITY	1,223,713.85

Explore Butte County

Profit & Loss

November 2021

	Nov 21
Ordinary Income/Expense	
Income	
4000 · Program Income	
4200 · Butte County	1,597.80
4300 · Chico	107,986.35
4350 · Gridley	4,249.70
4400 · Oroville	43,731.50
4500 · Paradise	17,716.85
Total 4000 · Program Income	175,282.20
4800 · Other Types of Income	
4810 · Interest Income	9.36
4850 · Non-Lodging Participation	400.00
4870 · Visitor Guide Advertising	1,000.00
Total 4800 · Other Types of Income	1,409.36
Total Income	176,691.56
Cost of Goods Sold	
5000 · 2% Fee	
5200 · 2% Fee - Butte County	31.96
5300 · 2% Fee - Chico	1,563.76
5350 · 2% Fee - Gridley	84.99
5400 · 2% Fee - Oroville	874.63
5500 · 2% Fee - Paradise	354.33
Total 5000 · 2% Fee	2,909.67
Total COGS	2,909.67
Gross Profit	173,781.89
Expense	
6000 · Sales and Marketing Expense	
6010 · Advertising	2,828.22
6050 · Creative Services	5,119.91
6070 · Dues and Memberships	100.00
6100 · Marketing contracts	
6130 · Public Relations expense	1,200.00
6150 · Bandwango	14,500.00
Total 6100 · Marketing contracts	15,700.00
6200 · Meals	38.80
6310 · Postage	-12.54
6360 · Sponsorships	2,500.00
6400 · Staffing - Marketing	
6410 · Staffing - Marketing payroll	12,153.26
6420 · Staffing - Payroll Taxes - Mktg	923.33
6430 · Workers comp insurance	42.49
6440 · Health insurance	1,179.01
Total 6400 · Staffing - Marketing	14,298.09
6700 · Website	250.60
Total 6000 · Sales and Marketing Expense	40,823.08
6900 · Zone and Micro-Marketing	
6910 · Chico Zone	10,000.00
Total 6900 · Zone and Micro-Marketing	10,000.00
7000 · Administration Expenses	
7020 · Bank fees	12.20
7300 · Office supplies	212.59
7330 · Professional fees - Accounting	1,500.00
7360 · Rent/ Office Space	525.00

Explore Butte County

Profit & Loss

November 2021

	Nov 21
7400 · Staffing - Admin	
7410 · Staffing - Admin Payroll	2,381.44
7420 · Payroll taxes - admin	180.93
7430 · Workers comp insurance	8.33
7440 · Health insurance	282.82
7400 · Staffing - Admin - Other	-100.00
Total 7400 · Staffing - Admin	2,753.52
7500 · Subscriptions	87.70
7560 · Telephone, Telecommunications	234.20
7570 · Travel	206.99
7900 · Admin Expense- Other	77.76
Total 7000 · Administration Expenses	5,609.96
Total Expense	56,433.04
Net Ordinary Income	117,348.85
Net Income	117,348.85

Explore Butte County Profit & Loss January through November 2021

	Jan - Nov 21
Ordinary Income/Expense	
Income	
4000 · Program Income	
4200 · Butte County	3,942.75
4300 · Chico	601,605.68
4350 · Gridley	4,249.70
4400 · Oroville	171,737.50
4500 · Paradise	17,716.85
Total 4000 · Program Income	799,252.48
4800 · Other Types of Income	
4810 · Interest Income	96.14
4815 · CTA Registrations	348.97
4850 · Non-Lodging Participation	4,737.50
4870 · Visitor Guide Advertising	6,000.00
4820 · Miscellaneous Revenue	260.48
4825 · Credit card points (non-cash)	1,600.00
4800 · Other Types of Income - Other	894.06
Total 4800 · Other Types of Income	13,937.15
Total Income	813,189.63
Cost of Goods Sold	
5000 · 2% Fee	
5200 · 2% Fee - Butte County	78.86
5300 · 2% Fee - Chico	11,436.14
5350 · 2% Fee - Gridley	84.99
5400 · 2% Fee - Oroville	3,434.75
5500 · 2% Fee - Paradise	354.33
Total 5000 · 2% Fee	15,389.07
Total COGS	15,389.07
Gross Profit	797,800.56
Expense	
6000 · Sales and Marketing Expense	
6010 · Advertising	57,952.39
6030 · Conferences	99.00
6050 · Creative Services	68,422.87
6060 · CTA Program	0.00
6070 · Dues and Memberships	2,300.50
6100 · Marketing contracts	
6110 · Advertising Agencies	309,982.10
6120 · Jack Rabbit	5,947.50
6130 · Public Relations expense	10,200.00
6140 · CrowdRiff	21,157.50
6150 · Bandwango	14,500.00
Total 6100 · Marketing contracts	361,787.10
6200 · Meals	43.99
6310 · Postage	5,474.61
6320 · Printing	21,563.83
6340 · Public Relations	2,988.13
6350 · Sales and Marketing Exp. -Other	5,433.44
6360 · Sponsorships	7,750.00
6400 · Staffing - Marketing	
6410 · Staffing - Marketing payroll	126,710.21
6420 · Staffing - Payroll Taxes - Mktg	10,212.32
6430 · Workers comp insurance	1,868.10
6440 · Health insurance	12,942.83
Total 6400 · Staffing - Marketing	151,733.46
6655 · Vehicle Maintenance	82.32

Explore Butte County

Profit & Loss

January through November 2021

	Jan - Nov 21
6700 · Website	3,706.76
Total 6000 · Sales and Marketing Expense	689,338.40
6800 · Destination Management Activity	
6810 · CTA Program	1,240.11
Total 6800 · Destination Management Activity	1,240.11
6900 · Zone and Micro-Marketing	
6910 · Chico Zone	28,947.24
6930 · Oroville Zone	5,599.20
Total 6900 · Zone and Micro-Marketing	34,546.44
7000 · Administration Expenses	
7020 · Bank fees	13.20
7025 · Credit card fees	3.20
7030 · Conference, Convention, Meeting	1,350.41
7050 · Education	2,055.31
7070 · General Administration	1,250.17
7100 · Insurance	4,707.76
7200 · Meals	67.21
7210 · Membership dues	400.00
7300 · Office supplies	1,638.21
7310 · Postage	356.37
7320 · Printing and Copying	118.97
7330 · Professional fees - Accounting	10,250.24
7360 · Rent/ Office Space	5,940.00
7400 · Staffing - Admin	
7410 · Staffing - Admin Payroll	25,985.23
7420 · Payroll taxes - admin	2,102.45
7430 · Workers comp insurance	382.81
7440 · Health insurance	2,329.39
7400 · Staffing - Admin - Other	-200.00
Total 7400 · Staffing - Admin	30,599.88
7500 · Subscriptions	1,828.71
7560 · Telephone, Telecommunications	3,100.00
7570 · Travel	2,015.42
7900 · Admin Expense- Other	309.97
Total 7000 · Administration Expenses	66,005.03
Total Expense	791,129.98
Net Ordinary Income	6,670.58
Other Income/Expense	
Other Expense	
9500 · COVID-19	256.00
Total Other Expense	256.00
Net Other Income	-256.00
Net Income	6,414.58

Explore Butte County
Profit & Loss Budget Overview
 January through November 2021

	Jan - Nov 21	Budget	\$ Over Budget
Ordinary Income/Expense			
Income			
4000 · Program Income			
4200 · Butte County	3,942.75	6,410.00	-2,467.25
4300 · Chico	601,605.68	531,666.00	69,939.68
4350 · Gridley	4,249.70	6,410.00	-2,160.30
4400 · Oroville	171,737.50	169,584.00	2,153.50
4500 · Paradise	17,716.85	9,615.00	8,101.85
Total 4000 · Program Income	799,252.48	723,685.00	75,567.48
4800 · Other Types of Income			
4810 · Interest Income	96.14		
4815 · CTA Registrations	348.97	4,584.00	-4,235.03
4816 · CTA Renewal Fees	0.00	412.00	-412.00
4850 · Non-Lodging Participation	4,737.50	4,584.00	153.50
4870 · Visitor Guide Advertising	6,000.00	9,166.00	-3,166.00
4885 · Unspent Income from Previous Yr	0.00	284,166.00	-284,166.00
4890 · Zone Marketing from Previous Yr	0.00	185,166.00	-185,166.00
4820 · Miscellaneous Revenue	260.48		
4825 · Credit card points (non-cash)	1,600.00		
4800 · Other Types of Income - Other	894.06		
Total 4800 · Other Types of Income	13,937.15	488,078.00	-474,140.85
Total Income	813,189.63	1,211,763.00	-398,573.37
Cost of Goods Sold			
5000 · 2% Fee			
5200 · 2% Fee - Butte County	78.86	128.00	-49.14
5300 · 2% Fee - Chico	11,436.14	10,849.00	587.14
5350 · 2% Fee - Gridley	84.99	128.00	-43.01
5400 · 2% Fee - Oroville	3,434.75	3,459.00	-24.25
5500 · 2% Fee - Paradise	354.33	192.00	162.33
5618 · CTA Renewal paid to Mickey	0.00	275.00	-275.00
Total 5000 · 2% Fee	15,389.07	15,031.00	358.07
Total COGS	15,389.07	15,031.00	358.07
Gross Profit	797,800.56	1,196,732.00	-398,931.44
Expense			
6000 · Sales and Marketing Expense			
6010 · Advertising	57,952.39	91,666.00	-33,713.61
6020 · Capital Display	0.00	1,375.00	-1,375.00
6030 · Conferences	99.00	4,584.00	-4,485.00
6050 · Creative Services	68,422.87	91,666.00	-23,243.13
6060 · CTA Program	0.00		
6070 · Dues and Memberships	2,300.50	3,666.00	-1,365.50
6100 · Marketing contracts			
6110 · Advertising Agencies	309,982.10	263,445.00	46,537.10
6120 · Jack Rabbit	5,947.50		
6130 · Public Relations expense	10,200.00	16,500.00	-6,300.00
6140 · CrowdRiff	21,157.50	12,512.00	8,645.50
6150 · Bandwango	14,500.00	13,291.00	1,209.00
Total 6100 · Marketing contracts	361,787.10	305,748.00	56,039.10
6200 · Meals	43.99	916.00	-872.01
6310 · Postage	5,474.61	3,666.00	1,808.61
6320 · Printing	21,563.83	20,166.00	1,397.83
6340 · Public Relations	2,988.13	33,000.00	-30,011.87
6350 · Sales and Marketing Exp. -Other	5,433.44	5,500.00	-66.56
6360 · Sponsorships	7,750.00	5,500.00	2,250.00
6400 · Staffing - Marketing			
6410 · Staffing - Marketing payroll	126,710.21	141,510.00	-14,799.79
6420 · Staffing - Payroll Taxes - Mktg	10,212.32	13,750.00	-3,537.68
6430 · Workers comp insurance	1,868.10	1,650.00	218.10
6440 · Health insurance	12,942.83	14,300.00	-1,357.17
6450 · Commission CTA Program	0.00	184.00	-184.00
Total 6400 · Staffing - Marketing	151,733.46	171,394.00	-19,660.54
6655 · Vehicle Maintenance	82.32	4,584.00	-4,501.68
6700 · Website	3,706.76	22,000.00	-18,293.24
Total 6000 · Sales and Marketing Expense	689,338.40	765,431.00	-76,092.60
6800 · Destination Management Activity			
6810 · CTA Program	1,240.11	18,287.00	-17,046.89

No assurance is provided on these financial statements.

Explore Butte County
Profit & Loss Budget Overview
 January through November 2021

	Jan - Nov 21	Budget	\$ Over Budget
6820 · Film Commission	0.00	62,791.00	-62,791.00
6830 · See Source	0.00	25,209.00	-25,209.00
6840 · Wayfinding Signage	0.00	62,791.00	-62,791.00
Total 6800 · Destination Management Activity	1,240.11	169,078.00	-167,837.89
6900 · Zone and Micro-Marketing			
6910 · Chico Zone	28,947.24	47,666.00	-18,718.76
6930 · Oroville Zone	5,599.20	11,916.00	-6,316.80
Total 6900 · Zone and Micro-Marketing	34,546.44	59,582.00	-25,035.56
7000 · Administration Expenses			
7010 · Advertising	0.00	687.00	-687.00
7020 · Bank fees	13.20	91.00	-77.80
7025 · Credit card fees	3.20		
7030 · Conference, Convention, Meeting	1,350.41	4,584.00	-3,233.59
7050 · Education	2,055.31	4,584.00	-2,528.69
7060 · Filing fees/ taxes	0.00	91.00	-91.00
7070 · General Administration	1,250.17	9,166.00	-7,915.83
7100 · Insurance	4,707.76	5,500.00	-792.24
7200 · Meals	67.21	1,145.00	-1,077.79
7210 · Membership dues	400.00	2,291.00	-1,891.00
7300 · Office supplies	1,638.21	2,200.00	-561.79
7310 · Postage	356.37	459.00	-102.63
7320 · Printing and Copying	118.97	916.00	-797.03
7330 · Professional fees - Accounting	10,250.24	16,500.00	-6,249.76
7340 · Professional fees - Legal	0.00	3,177.00	-3,177.00
7350 · Promotion	0.00	91.00	-91.00
7360 · Rent/ Office Space	5,940.00	7,700.00	-1,760.00
7400 · Staffing - Admin			
7410 · Staffing - Admin Payroll	25,985.23	19,658.00	6,327.23
7420 · Payroll taxes - admin	2,102.45	2,566.00	-463.55
7430 · Workers comp insurance	382.81	275.00	107.81
7440 · Health insurance	2,329.39	2,200.00	129.39
7400 · Staffing - Admin - Other	-200.00		
Total 7400 · Staffing - Admin	30,599.88	24,699.00	5,900.88
7500 · Subscriptions	1,828.71	10,084.00	-8,255.29
7560 · Telephone, Telecommunications	3,100.00	3,355.00	-255.00
7570 · Travel	2,015.42	5,729.00	-3,713.58
7900 · Admin Expense- Other	309.97	5,500.00	-5,190.03
Total 7000 · Administration Expenses	66,005.03	108,549.00	-42,543.97
Total Expense	791,129.98	1,102,640.00	-311,510.02
Net Ordinary Income	6,670.58	94,092.00	-87,421.42
Other Income/Expense			
Other Expense			
9500 · COVID-19	256.00		
Total Other Expense	256.00		
Net Other Income	-256.00	0.00	-256.00
Net Income	6,414.58	94,092.00	-87,677.42

Explore Butte County Balance Sheet As of December 31, 2021

	Dec 31, 21
ASSETS	
Current Assets	
Checking/Savings	
1000 · Tri Counties Bank	1,090,030.95
Total Checking/Savings	1,090,030.95
Total Current Assets	1,090,030.95
Fixed Assets	
1550 · Vehicle	98,582.41
1500 · Furniture and Equipment	15,393.73
1600 · Accumulated depreciation	-5,766.00
Total Fixed Assets	108,210.14
TOTAL ASSETS	1,198,241.09
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Credit Cards	
2100 · TCB Credit Card #1238-Carolyn D	3,707.24
2101 · Credit Card #3044-Ashley Baer	1,761.78
2102 · Credit Card #3036 -Alicia Salas	2,072.94
Total Credit Cards	7,541.96
Other Current Liabilities	
2400 · Payroll Liabilities	5,287.39
Total Other Current Liabilities	5,287.39
Total Current Liabilities	12,829.35
Total Liabilities	12,829.35
Equity	
3200 · Unrestricted Net Assets	531,419.43
3300 · Net Assets - Reserved	
3305 · Reserved - Zone Marketing	83,854.09
3310 · Reserved - 3% Contingency	118,127.40
3315 · Reserved - Recovery Campaign	136,000.00
3320 · Reserved - Film Commission	68,204.26
3325 · Reserved - Wayfinding Signage	68,204.26
3330 · Reserved - Mobile Visitor Cente	150,000.00
3335 · Reserved - Rebranding Project	55,000.00
Total 3300 · Net Assets - Reserved	679,390.01
Net Income	-25,397.70
Total Equity	1,185,411.74
TOTAL LIABILITIES & EQUITY	1,198,241.09

Explore Butte County

Profit & Loss

December 2021

	Dec 21
Ordinary Income/Expense	
Income	
4000 · Program Income	
4300 · Chico	51,517.49
Total 4000 · Program Income	51,517.49
4800 · Other Types of Income	
4810 · Interest Income	9.48
4850 · Non-Lodging Participation	500.00
Total 4800 · Other Types of Income	509.48
Total Income	52,026.97
Cost of Goods Sold	
5000 · 2% Fee	
5300 · 2% Fee - Chico	1,030.35
Total 5000 · 2% Fee	1,030.35
Total COGS	1,030.35
Gross Profit	50,996.62
Expense	
6000 · Sales and Marketing Expense	
6010 · Advertising	2,232.75
6030 · Conferences	1,298.00
6050 · Creative Services	5,483.47
6100 · Marketing contracts	
6110 · Advertising Agencies	32,532.50
6130 · Public Relations expense	1,200.00
Total 6100 · Marketing contracts	33,732.50
6200 · Meals	61.80
6340 · Public Relations	114.00
6350 · Sales and Marketing Exp. -Other	1,638.33
6400 · Staffing - Marketing	
6410 · Staffing - Marketing payroll	15,046.70
6420 · Staffing - Payroll Taxes - Mktg	1,147.54
6430 · Workers comp insurance	417.69
6440 · Health insurance	1,279.01
Total 6400 · Staffing - Marketing	17,890.94
6700 · Website	4,850.60
Total 6000 · Sales and Marketing Expense	67,302.39
6900 · Zone and Micro-Marketing	
6910 · Chico Zone	3,457.05
Total 6900 · Zone and Micro-Marketing	3,457.05
7000 · Administration Expenses	
7020 · Bank fees	12.50
7050 · Education	795.00
7200 · Meals	16.00
7300 · Office supplies	63.06
7310 · Postage	384.06
7330 · Professional fees - Accounting	750.00
7360 · Rent/ Office Space	690.00
7400 · Staffing - Admin	
7410 · Staffing - Admin Payroll	2,496.24
7420 · Payroll taxes - admin	190.38
7430 · Workers comp insurance	69.30
7440 · Health insurance	179.01

Explore Butte County

Profit & Loss

December 2021

	Dec 21
Total 7400 · Staffing - Admin	2,934.93
7500 · Subscriptions	3,905.76
7560 · Telephone, Telecommunications	260.63
7570 · Travel	178.83
7900 · Admin Expense- Other	2,258.69
Total 7000 · Administration Expenses	12,249.46
Total Expense	83,008.90
Net Ordinary Income	-32,012.28
Net Income	-32,012.28

Explore Butte County

Profit & Loss

January through December 2021

	Jan - Dec 21
Ordinary Income/Expense	
Income	
4000 · Program Income	
4200 · Butte County	3,942.75
4300 · Chico	653,123.17
4350 · Gridley	4,249.70
4400 · Oroville	171,737.50
4500 · Paradise	17,716.85
Total 4000 · Program Income	850,769.97
4800 · Other Types of Income	
4810 · Interest Income	105.62
4815 · CTA Registrations	348.97
4850 · Non-Lodging Participation	5,437.50
4870 · Visitor Guide Advertising	6,000.00
4820 · Miscellaneous Revenue	260.48
4825 · Credit card points (non-cash)	1,600.00
4800 · Other Types of Income - Other	894.06
Total 4800 · Other Types of Income	14,646.63
Total Income	865,416.60
Cost of Goods Sold	
5000 · 2% Fee	
5200 · 2% Fee - Butte County	78.86
5300 · 2% Fee - Chico	12,466.49
5350 · 2% Fee - Gridley	84.99
5400 · 2% Fee - Oroville	3,434.75
5500 · 2% Fee - Paradise	354.33
Total 5000 · 2% Fee	16,419.42
Total COGS	16,419.42
Gross Profit	848,997.18
Expense	
6000 · Sales and Marketing Expense	
6010 · Advertising	60,185.14
6030 · Conferences	1,397.00
6050 · Creative Services	73,906.34
6060 · CTA Program	0.00
6070 · Dues and Memberships	2,300.50
6100 · Marketing contracts	
6110 · Advertising Agencies	342,514.60
6120 · Jack Rabbit	5,947.50
6130 · Public Relations expense	11,400.00
6140 · CrowdRiff	21,157.50
6150 · Bandwango	14,500.00
Total 6100 · Marketing contracts	395,519.60
6200 · Meals	105.79
6310 · Postage	5,474.61
6320 · Printing	21,563.83
6340 · Public Relations	3,102.13
6350 · Sales and Marketing Exp. -Other	7,071.77
6360 · Sponsorships	7,750.00
6400 · Staffing - Marketing	
6410 · Staffing - Marketing payroll	141,756.91
6420 · Staffing - Payroll Taxes - Mktg	11,359.86
6430 · Workers comp insurance	2,285.79
6440 · Health insurance	14,221.84
Total 6400 · Staffing - Marketing	169,624.40
6655 · Vehicle Maintenance	82.32

Explore Butte County

Profit & Loss

January through December 2021

	Jan - Dec 21
6700 · Website	8,557.36
Total 6000 · Sales and Marketing Expense	756,640.79
6800 · Destination Management Activity	
6810 · CTA Program	1,240.11
Total 6800 · Destination Management Activity	1,240.11
6900 · Zone and Micro-Marketing	
6910 · Chico Zone	32,404.29
6930 · Oroville Zone	5,599.20
Total 6900 · Zone and Micro-Marketing	38,003.49
7000 · Administration Expenses	
7020 · Bank fees	25.70
7025 · Credit card fees	3.20
7030 · Conference, Convention, Meeting	1,350.41
7050 · Education	2,850.31
7070 · General Administration	1,250.17
7100 · Insurance	4,707.76
7200 · Meals	83.21
7210 · Membership dues	400.00
7300 · Office supplies	1,701.27
7310 · Postage	740.43
7320 · Printing and Copying	118.97
7330 · Professional fees - Accounting	11,000.24
7360 · Rent/ Office Space	6,630.00
7400 · Staffing - Admin	
7410 · Staffing - Admin Payroll	28,481.47
7420 · Payroll taxes - admin	2,292.83
7430 · Workers comp insurance	452.11
7440 · Health insurance	2,508.40
7400 · Staffing - Admin - Other	-200.00
Total 7400 · Staffing - Admin	33,534.81
7500 · Subscriptions	5,734.47
7560 · Telephone, Telecommunications	3,360.63
7570 · Travel	2,194.25
7900 · Admin Expense- Other	2,568.66
Total 7000 · Administration Expenses	78,254.49
Total Expense	874,138.88
Net Ordinary Income	-25,141.70
Other Income/Expense	
Other Expense	
9500 · COVID-19	256.00
Total Other Expense	256.00
Net Other Income	-256.00
Net Income	-25,397.70

Explore Butte County
Profit & Loss Budget Overview
January through December 2021

	Jan - Dec 21	Budget	\$ Over Budget
Ordinary Income/Expense			
Income			
4000 · Program Income			
4200 · Butte County	3,942.75	6,993.01	-3,050.26
4300 · Chico	653,123.17	580,000.00	73,123.17
4350 · Gridley	4,249.70	6,993.01	-2,743.31
4400 · Oroville	171,737.50	185,000.00	-13,262.50
4500 · Paradise	17,716.85	10,489.51	7,227.34
Total 4000 · Program Income	850,769.97	789,475.53	61,294.44
4800 · Other Types of Income			
4810 · Interest Income	105.62		
4815 · CTA Registrations	348.97	5,000.00	-4,651.03
4816 · CTA Renewal Fees	0.00	450.00	-450.00
4850 · Non-Lodging Participation	5,437.50	5,000.00	437.50
4870 · Visitor Guide Advertising	6,000.00	10,000.00	-4,000.00
4885 · Unspent Income from Previous Yr	0.00	310,000.00	-310,000.00
4890 · Zone Marketing from Previous Yr	0.00	202,000.00	-202,000.00
4820 · Miscellaneous Revenue	260.48		
4825 · Credit card points (non-cash)	1,600.00		
4800 · Other Types of Income - Other	894.06		
Total 4800 · Other Types of Income	14,646.63	532,450.00	-517,803.37
Total Income	865,416.60	1,321,925.53	-456,508.93
Cost of Goods Sold			
5000 · 2% Fee			
5200 · 2% Fee - Butte County	78.86	139.86	-61.00
5300 · 2% Fee - Chico	12,466.49	11,836.73	629.76
5350 · 2% Fee - Gridley	84.99	139.86	-54.87
5400 · 2% Fee - Oroville	3,434.75	3,775.51	-340.76
5500 · 2% Fee - Paradise	354.33	209.79	144.54
5618 · CTA Renewal paid to Mickey	0.00	300.00	-300.00
Total 5000 · 2% Fee	16,419.42	16,401.75	17.67
Total COGS	16,419.42	16,401.75	17.67
Gross Profit	848,997.18	1,305,523.78	-456,526.60
Expense			
6000 · Sales and Marketing Expense			
6010 · Advertising	60,185.14	100,000.00	-39,814.86
6020 · Capital Display	0.00	1,500.00	-1,500.00
6030 · Conferences	1,397.00	5,000.00	-3,603.00
6050 · Creative Services	73,906.34	100,000.00	-26,093.66
6060 · CTA Program	0.00		
6070 · Dues and Memberships	2,300.50	4,000.00	-1,699.50
6100 · Marketing contracts			
6110 · Advertising Agencies	342,514.60	287,395.00	55,119.60
6120 · Jack Rabbit	5,947.50		
6130 · Public Relations expense	11,400.00	18,000.00	-6,600.00
6140 · CrowdRiff	21,157.50	13,650.00	7,507.50
6150 · Bandwango	14,500.00	14,500.00	0.00
Total 6100 · Marketing contracts	395,519.60	333,545.00	61,974.60
6200 · Meals	105.79	1,000.00	-894.21
6310 · Postage	5,474.61	4,000.00	1,474.61
6320 · Printing	21,563.83	22,000.00	-436.17
6340 · Public Relations	3,102.13	36,000.00	-32,897.87
6350 · Sales and Marketing Exp. -Other	7,071.77	6,000.00	1,071.77
6360 · Sponsorships	7,750.00	6,000.00	1,750.00
6400 · Staffing - Marketing			
6410 · Staffing - Marketing payroll	141,756.91	154,375.00	-12,618.09
6420 · Staffing - Payroll Taxes - Mktg	11,359.86	15,000.64	-3,640.78
6430 · Workers comp insurance	2,285.79	1,800.00	485.79
6440 · Health insurance	14,221.84	15,600.00	-1,378.16
6450 · Commission CTA Program	0.00	200.00	-200.00
Total 6400 · Staffing - Marketing	169,624.40	186,975.64	-17,351.24
6655 · Vehicle Maintenance	82.32	5,000.00	-4,917.68
6700 · Website	8,557.36	24,000.00	-15,442.64
Total 6000 · Sales and Marketing Expense	756,640.79	835,020.64	-78,379.85
6800 · Destination Management Activity			
6810 · CTA Program	1,240.11	19,950.00	-18,709.89

No assurance is provided on these financial statements.

Explore Butte County
Profit & Loss Budget Overview
 January through December 2021

	Jan - Dec 21	Budget	\$ Over Budget
6820 · Film Commission	0.00	68,500.00	-68,500.00
6830 · See Source	0.00	27,500.00	-27,500.00
6840 · Wayfinding Signage	0.00	68,500.00	-68,500.00
Total 6800 · Destination Management Activity	1,240.11	184,450.00	-183,209.89
6900 · Zone and Micro-Marketing			
6910 · Chico Zone	32,404.29	52,000.00	-19,595.71
6930 · Oroville Zone	5,599.20	13,000.00	-7,400.80
Total 6900 · Zone and Micro-Marketing	38,003.49	65,000.00	-26,996.51
7000 · Administration Expenses			
7010 · Advertising	0.00	750.00	-750.00
7020 · Bank fees	25.70	100.00	-74.30
7025 · Credit card fees	3.20		
7030 · Conference, Convention, Meeting	1,350.41	5,000.00	-3,649.59
7050 · Education	2,850.31	5,000.00	-2,149.69
7060 · Filing fees/ taxes	0.00	100.00	-100.00
7070 · General Administration	1,250.17	10,000.00	-8,749.83
7100 · Insurance	4,707.76	6,000.00	-1,292.24
7200 · Meals	83.21	1,250.00	-1,166.79
7210 · Membership dues	400.00	2,500.00	-2,100.00
7300 · Office supplies	1,701.27	2,400.00	-698.73
7310 · Postage	740.43	500.00	240.43
7320 · Printing and Copying	118.97	1,000.00	-881.03
7330 · Professional fees - Accounting	11,000.24	18,000.00	-6,999.76
7340 · Professional fees - Legal	0.00	3,465.00	-3,465.00
7350 · Promotion	0.00	100.00	-100.00
7360 · Rent/ Office Space	6,630.00	8,400.00	-1,770.00
7400 · Staffing - Admin			
7410 · Staffing - Admin Payroll	28,481.47	21,446.32	7,035.15
7420 · Payroll taxes - admin	2,292.83	2,800.00	-507.17
7430 · Workers comp insurance	452.11	300.00	152.11
7440 · Health insurance	2,508.40	2,400.00	108.40
7400 · Staffing - Admin - Other	-200.00		
Total 7400 · Staffing - Admin	33,534.81	26,946.32	6,588.49
7500 · Subscriptions	5,734.47	11,000.00	-5,265.53
7560 · Telephone, Telecommunications	3,360.63	3,660.00	-299.37
7570 · Travel	2,194.25	6,250.00	-4,055.75
7900 · Admin Expense- Other	2,568.66	6,000.00	-3,431.34
Total 7000 · Administration Expenses	78,254.49	118,421.32	-40,166.83
Total Expense	874,138.88	1,202,891.96	-328,753.08
Net Ordinary Income	-25,141.70	102,631.82	-127,773.52
Other Income/Expense			
Other Expense			
9500 · COVID-19	256.00		
Total Other Expense	256.00		
Net Other Income	-256.00	0.00	-256.00
Net Income	-25,397.70	102,631.82	-128,029.52

Independent Contractor Proposal:
Explore Butte County

Carolyn Denero
Executive Director

December 10, 2021

Prepared by:
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I. Introduction

Explore Butte County (EBC) is preparing for the 2022 calendar year, with plans for the continued development and deployment of new video content across all channels. Media capture in 2021 was successful in developing an archive of video content from across the county. The media is now to be repurposed on the organization's website, social media accounts, and in specific campaigns. All of EBC's marketing efforts are aimed to increase tourism and hotel stays in Butte County, California. The EBC team is in need of additional bandwidth and expertise for the production & editing of video assets. This proposal details an engagement between Explore Butte County and Watershed Media (WM) during 2022, building from the work performed in 2021.

II. Needs Analysis

As the travel and tourism industry rebuilds following the pandemic, there is an ongoing need for high quality video content creation in Butte County. The EBC team is limited in their capacity to develop video content in-house, presenting a need for an outside contractor. Jason Weinrich, and WM, has collaborated on projects with EBC in the past and can create deliverables in alignment with the brand voice and according to the quality of the organization's communications. As a local contractor with an appreciation for Butte County's climate and culture, his familiarity with the region and personal participation in the outdoor recreational offerings present him as a capable collaborative partner for EBC. In addition, he is FAA certified as a drone pilot and excels at creating narrative video content.

The size and scope of the engagement is based on a conversation between Carolyn and Jason. Video, which is the leader in content marketing, is projected to continue to increase in demand in the coming year. The combination of moving imagery and audio is engaging and informative for the viewer. The success statistics on the use of video in content marketing are strong, with applications in all parts of the marketing funnel. Video content can be repurposed as highly effective ad creative in digital advertising according to specific demographic metrics, such as retargeting. Video requires a significant amount of time, expertise, and equipment to create but the results are worthwhile.

III. Proposed Solutions

The proposed solution is a comprehensive plan for the production and utilization of video assets. Lasting through 2022, a renewed year-long engagement between EBC and WM would add capacity for projects and the development of new media. The two main categories of Jason's services will include (1) the capture of new video content, and (2) the post production editing and delivery of completed video.

A. Capture of New Video Content

The possibilities of video content creation are endless. The natural landscape, history, and culture of Butte County present a multitude of topics for the development of a video deliverable or a video series. The 2022 campaigns will be the cornerstone of on-location video capture, with additional consideration to current media trends within the industry and the development of specific topics or events, as the EBC team recommends.

The development of short form deliverables to be used on EBC's website and social media is also needed. This will include an update of the hero videos throughout the website and short deliverables, or microcontent, for social media. Microcontent can be produced in a vertical aspect ratio, as needed.

The on-location capture of media will be done by WM. Media assets to be captured will be focused toward motion video and audio. Still imagery can also be captured while out on assignment, as requested.

B. Post Production Editing and Delivery

Following the capture of video assets, the post production process allows for the editing and sequencing of media to tell a cohesive story or communicate a specific message. In combination with the EBC media archive, the newly captured content and archived content can be used to create deliverables for website use and social media. The use of archived media in future deliverables allows for the promotion of annual events. By developing video content and looking ahead to upcoming years, EBC is prepared for the future.

The media will be sequenced in video editing software with the addition of music, titles, lower thirds, and any other effects to create a compelling deliverable, which will then be published online. Review and approval of media deliverables will be done by the EBC team. The continued sharing of media with other organizations, such as Visit California, will broaden the reach of EBC's campaigns and continue to drive tourism in Butte County.

In summary, all of EBC's efforts are aimed to increase tourism and hotel stays in Butte County, California. The development of video content will contribute to this aim. The success of the creation of new video content will be evaluated based on engagement with the content, with consideration to the most important metric: the occupancy rates of hotels.

IV. Termination & Media Rights

Either party will have the right to terminate the contract at any time through written notice. An early termination fee equivalent to two months of work, or \$5,000, is payable to the contractor in the event of early termination.

The exclusive rights of all created media associated with this agreement, including unpublished media, will be held by EBC in perpetuity. WM will retain the rights to use completed deliverables as portfolio items for the solicitation of future work.

V. Compensation & Fees

The fee structure is an annual bid for 2022. At an estimated 6 hours a week, WM services would add capacity for media projects to the EBC team, allowing for the commissioning of video content on a variety of topics. The engagement would be a large portion of Jason's time commitment for the year. At \$125 per hour video production and \$85 per hour for editing and ongoing work, the average \$105 per hour metric is used to create the budget. A detailed budget is available below.

Task	Description	Budget
Content Creation, Digital Organization, & Project Management	<ul style="list-style-type: none">Video content production & post production for EBC (12 months)Collaboration with EBC team on media capture & postproduction editing campaigns and eventsDelivery of completed video (footage or finished deliverables) <p>\$125 per hour shoot rate \$85 per hour edit rate 20 hours per week</p>	\$30,000
Total		\$30,000
Mileage Reimbursement for Travel	IRS Rate 2022	57.5 cents per mile
Talent Reimbursement	Incentive for talent participation, estimate of cost to be approved by Carolyn Denero	\$25/Talent/Shoot
Speciality Equipment Rental	Specialty rentals for specific shots (underwater, speciality wide, speciality telephoto), estimate of cost to be approved by Carolyn Denero	Variable

VI. Statement of Commitment

Thank you for your interest in our collaboration to create digital media. I look forward to working with you in the coming year.

All the best,

Jason Weinrich
Watershed Media, LLC
242 Broadway St., Suite 9
Chico, CA 95928
watermedia.co
(530) 514-2910

Invoicing Schedule

Deposit of \$5,000 at the start of the year, covering January, with monthly invoices from February through December at the beginning of the month. Monthly reimbursements will be invoiced at the end of each month.

Approval to Proceed

Signature

Date

**DATAFY ORDER FORM**

1100 Country Hills Drive, STE 100
Ogden, UT 84403
801-823-0083
12/22/2021

Customer:

Explore Butte County
P.O. Box 2154
Chico, CA

Contact:

Carolyn Denero
Carolyn@explorebuttecounty.com
(530) 918-4596

Service: Datafy Premium Insights Report, which includes: Monthly analysis of geolocation data provided from mobile devices observed within Clusters & Points of Interest (POI) along with strategic planning services and customizations described in attached Exhibit A, hereto the "Services".

Payment Terms: Initial payment is due via ACH, net 30 days from signed contract date. All payments due monthly, thereafter. Payments will be automatically charged with the payment information on file (ACH). A 1.5% late fee will be applied to all past due payments.

Initial Data Period: 12/22/2021

Service Term: January 1, 2022 to December 31, 2022

Service Fees:

Service Item	Qty	Amount	Customization	Total
Gold Visitor Insights Dashboard including 10 Clusters	12 months	\$2,247, monthly	Included	\$2,247
Four Years of Historical Data		Renewal		\$0
Customized dashboard charts, graphs, maps or tables with new data monthly and all historical data purchased.		First user/login is free. Additional users/logins are \$50/month/login.		
Total Contracted				\$26,964

Payment Schedule:

	Qty	Amount	Total
January 1, 2022 to December 31, 2022	12	\$2,247 monthly, plus three years historical data cost	\$2,247
Total Contracted			\$26,964


SERVICES AGREEMENT TERMS

This Services Agreement ("Agreement") is entered into on this 1st day of January, 2022 (the "Effective Date") between Datafy, LLC ("Company"), and the Customer listed above ("Customer"). This Agreement includes and incorporates the above Order Form, as well as the attached Terms and Conditions and contains, among other things, warranty disclaimers, liability limitations, and use limitations.

By signing below, I hereby represent and warrant that I am duly authorized to execute this binding contract on behalf of the Company or the Customer.

Datafy (Company):

By (Signature):

A handwritten signature in black ink, appearing to read "Alex Lawrence", with a long horizontal flourish extending to the right.

Name: Alex Lawrence

Title: CEO

Explore Butte County (Customer):

By (Signature):

Name: Carolyn Denero

Title: CEO

TERMS AND CONDITIONS

1. SERVICES AND SUPPORT

1.1 Subject to the terms of this Agreement, Company will use commercially reasonable efforts to provide Customer the Services outlined in the Order Form and customization described in Exhibit A.

1.2 Subject to the terms hereof, Company will provide Customer with reasonable product and technical support services in accordance with the terms set forth in Exhibit B.

2. RESTRICTIONS AND RESPONSIBILITIES

2.1 Customer will not, directly or indirectly: reverse engineer, decompile, disassemble or otherwise attempt to discover the source data, underlying structure, ideas, know-how or algorithms relevant to the Services, documentation or data related to the Service; modify, translate, or create derivative works based on the Services (except to the extent expressly permitted by Company or authorized within the Services); use the Services for the benefit of a third party; or remove any branding, proprietary notices or labels.

2.2 Customer represents, covenants, and warrants that Customer will use the Services only in compliance this agreement and all applicable laws and regulations. Customer hereby agrees to indemnify and hold harmless Company against any damages, losses, liabilities, settlements and expenses (including without limitation costs and attorneys' fees) in connection with any claim or action that arises from an alleged violation of the foregoing or otherwise from Customer's use of Services. Although Company has no obligation to monitor Customer's use of the Services, Company may do so and may prohibit any use of the Services it believes may be (or alleged to be) in violation of the foregoing.

2.3 Company will deliver the Services electronically and Customer shall be responsible for obtaining and maintaining any equipment and ancillary services needed to access or otherwise use the Services, including, without limitation, modems, hardware, servers, software, operating systems, networking, web servers and the like (collectively, "Equipment"). Customer shall also be responsible for maintaining the security of the Equipment, Customer account, passwords (including but not limited to administrative passwords) and files, and for all uses of Customer account or the Equipment with or without Customer's knowledge or consent. If the Customer requests

physical copies of the Services, Customer will be responsible to pay for the costs of printing, postage, and additional labor.

3. CONFIDENTIALITY; PROPRIETARY RIGHTS

3.1 Each party (the "Receiving Party") understands that the other party (the "Disclosing Party") has disclosed or may disclose business, technical or financial information relating to the Disclosing Party's business (hereinafter referred to as "Proprietary Information" of the Disclosing Party). Proprietary Information of Company includes non-public information regarding prices, promotions, features, functionality and performance of the Services. Proprietary Information of Customer includes non-public data that has been created by the Customer, an official representative of the Customer, or a third-party at the direction of the Customer and is provided by Customer to Company to enable the provision of the Services ("Customer Data"). Customer warrants that they have received permission from respective third-party data provider(s) to distribute Customer Data to Company for the purpose of performance of the Services. Any restrictions of Customer Data usage that will impact or limit the provision of Services must be disclosed in writing to the Company. The Receiving Party agrees: (i) to take reasonable precautions to protect such Proprietary Information, and (ii) not to use (except in performance of the Services or as otherwise permitted herein) or divulge to any third person any such Proprietary Information. The Disclosing Party and the Receiving Party agree that the foregoing shall apply with respect to the Proprietary Information and the Customer Data for a period of two (2) years following the disclosure thereof, and shall not apply to any information that the Receiving Party can document (a) is or becomes generally available to the public, or (b) was in its possession or known by it prior to receipt from the Disclosing Party, (c) was rightfully disclosed to it without restriction by a third party, (d) was independently developed without use of any Proprietary Information of the Disclosing Party, or (e) is required to be disclosed by law.

3.2 Customer shall own all right, title and interest in and to the Customer Data. Company retains an unrestricted, irrevocable, perpetual, non-exclusive, fully-paid and royalty-free, license to use the Customer Data in order to provide the Services and to improve Company's Services, including the right to develop aggregated Customer Data or any information derived from or obtained by using Customer Data. All Customer Data is subject to the terms of the applicable user agreement and any terms that may limit the scope of this agreement must be disclosed in writing by the Customer. Customer expressly gives Company the right to disclose publicly and to other

parties Customer status as a customer of Company and to reasonably cooperate with Company to serve as a reference account upon request.

3.3 Company shall own and retain all right, title and interest in and to (a) the Services, all improvements, enhancements or modifications thereto, (b) any software, applications, inventions or other technology developed in connection with Services or support, (c) the Aggregate Data (defined below), and (d) all intellectual property rights related to any of the foregoing.

3.4 Notwithstanding anything to the contrary, Company shall have the right to collect and analyze data and other information relating to the provision, use, and performance of various aspects of the Services and related systems and technologies (including, without limitation, information concerning Customer Data, data or information regarding Customer's activities on Company's website or in connection with the Services, including frequency of visits to the website, data entered when using the website, vital statistics and trends, general information regarding Customer's use of the Services, correlations identified or categorical information regarding the kinds of Customer Data provided, and data derived therefrom ("Aggregate Data")), and Company will be free (during and after the term hereof) to (i) use such information and data to improve and enhance the Services and for other development, diagnostic and corrective purposes in connection with the Services and other Company offerings, and (ii) disclose Aggregate Data in connection with its business. No rights or licenses are granted except as expressly set forth herein.

4. PAYMENT OF FEES

4.1 Customer will pay Company the then applicable fees described in the Order Form for the Services in accordance with the terms therein (the "Fees"). Company reserves the right to change the Fees or applicable charges and to institute new charges and Fees at the end of the Initial Service Term or then-current renewal term, upon thirty (30) days prior notice to Customer (which may be sent by email). If Customer believes that Company has billed Customer incorrectly, Customer must contact Company no later than 60 days after the closing date on the first billing statement in which the error or problem appeared, in order to receive an adjustment or credit. Inquiries should be directed to Company's customer support department.

4.2 Company may choose to bill through an invoice, in which case, full payment for invoices issued in any given month must be received by Company thirty (30) days after the mailing date of the invoice. Unpaid amounts are subject to a finance charge of 1.5% per month on any outstanding balance, or the

maximum permitted by law, whichever is lower, plus all expenses of collection and may result in immediate termination of Service.

5. TERM AND TERMINATION

5.1 Subject to earlier termination as provided below, this Agreement is for the Initial Service Term as specified in the Order Form, and thereafter shall continue month to month. After the Initial Service Term, either party may terminate this Agreement for convenience and without penalty by providing the other party thirty (30) days written notice. Customer will pay in full for the Services up to and including the last day on which the Services are provided.

5.2 In addition to any other remedies it may have, either party may also terminate this Agreement upon thirty (30) days' notice (or without notice in the case of nonpayment), if the other party materially breaches any of the terms or conditions of this Agreement. Customer will pay in full for the Services up to and including the last day on which the Services are provided. Upon any termination, Company may, but is not obligated to, delete stored Customer Data. All sections of this Agreement which by their nature should survive termination will survive termination, including, without limitation, accrued rights to payment, confidentiality obligations, warranty disclaimers, and limitations of liability.

6. WARRANTY AND DISCLAIMER

6.1 Company shall use reasonable efforts consistent with prevailing industry standards to maintain the Services in a manner which minimizes errors and interruptions in the Services and shall perform the Services in a professional and workmanlike manner. Services may be temporarily delayed either by Company or by third-party providers, or because of other causes beyond Company's reasonable control, but Company shall use reasonable efforts to provide advance notice in writing or by e-mail of any service disruption. HOWEVER, COMPANY DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES OR WITH RESPECT TO ANY MARKETING OR INVESTMENT DECISION MADE WHILE USING THE SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SERVICES ARE PROVIDED "AS IS" AND COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

6.2 Company shall use reasonable efforts to maintain availability of data sources required for the provision of Services. COMPANY DOES NOT WARRANT THAT THE DATA UTILIZED IN THE PERFORMANCE OF SERVICES WILL BE AVAILABLE IN PERPETUITY, AND THE DATA MAY, DUE TO CIRCUMSTANCES BEYOND THE COMPANY'S CONTROL, BECOME UNAVAILABLE. Under such circumstances, Company may, at its option and expense (a) replace or modify the Services to utilize available data sources, provided that such modification or replacement contains substantially similar features and functionality, (b) seek to renegotiate mutually agreeable terms of the Services with Customer including consideration of alternative data sources and costs that may be associated with obtaining access to those sources.

7. INDEMNITY

Company shall hold Customer harmless from liability to third parties resulting from infringement by the Services of any United States patent or any copyright or misappropriation of any trade secret, provided Company is promptly notified of any and all threats, claims and proceedings related thereto and given reasonable assistance and the opportunity to assume sole control over defense and settlement; Company will not be responsible for any settlement it does not approve in writing. The foregoing obligations do not apply with respect to portions or components of the Services (i) not supplied by Company, (ii) made in whole or in part in accordance with Customer specifications, (iii) that are modified after delivery by Company, (iv) combined with other products, processes or materials where the alleged infringement relates to such combination, (v) where Customer continues allegedly infringing activity after being notified thereof or after being informed of modifications that would have avoided the alleged infringement, or (vi) where Customer's use of the Services is not strictly in accordance with this Agreement. If, due to a claim of infringement, the Services are held by a court of competent jurisdiction to be or are believed by Company to be infringing, Company may, at its option and expense (a) replace or modify the Service to be non-infringing provided that such modification or replacement contains substantially similar features and functionality, (b) obtain for Customer a license to continue using the Service, or (c) if neither of the foregoing is commercially practicable, terminate this Agreement and Customer's rights hereunder and provide Customer a refund of any prepaid, unused fees for the Service.

Customer shall hold Company harmless from liability to third parties resulting from (i) infringement by any Customer Data, including any third-party data subscribed to by Customer and provided to Company for the provision of the Services, of any United States patent or any copyright or

misappropriation of any trade secret, (ii) any nonfulfillment or breach of any covenant, agreement or other provision of this Agreement by the Customer, (iii) any marketing or investment decision made while using the Services, or (iv) any losses which Company may suffer, sustain or become subject to as a result of any claims or threatened claims against Company arising out of the actions or inactions of Customer with respect to the Customer's business or the terms of this Agreement.

8. LIMITATION OF LIABILITY

NOTWITHSTANDING ANYTHING TO THE CONTRARY, EXCEPT FOR BODILY INJURY OF A PERSON, COMPANY AND ITS SUPPLIERS (INCLUDING BUT NOT LIMITED TO ALL DATA, EQUIPMENT AND TECHNOLOGY SUPPLIERS), OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY: (A) FOR ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY OR CORRUPTION OF DATA, OUTSIDE COMPANY'S REASONABLE CONTROL, OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY OR LOSS OF BUSINESS; (B) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; (C) FOR ANY MATTER BEYOND COMPANY'S REASONABLE CONTROL; (D) FOR ANY MARKETING OR INVESTMENT DECISIONS MADE BY CUSTOMER WHILE USING THE SERVICES; OR (E) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES PAID BY CUSTOMER TO COMPANY FOR THE SERVICES UNDER THIS AGREEMENT IN THE 12 MONTHS PRIOR TO THE ACT THAT GAVE RISE TO THE LIABILITY, IN EACH CASE, WHETHER OR NOT COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

9. MISCELLANEOUS

If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable. This Agreement is not assignable, transferable or sublicensable by Customer except with Company's prior written consent, which shall not be unreasonably withheld. This Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement, and that all waivers and modifications must be in a writing signed by both parties, except as otherwise provided herein. No agency, partnership, joint venture, or employment is created as a

result of this Agreement and Customer does not have any authority of any kind to bind Company in any respect whatsoever. In any action or proceeding to enforce rights under this Agreement, the prevailing party will be entitled to recover costs and attorneys' fees. All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by

facsimile or e-mail; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested. This Agreement shall be governed by the laws of the State of Utah without regard to its conflict of laws provisions.

EXHIBIT A

Setup, Customization and Training

Customer Setup – Company will perform all steps necessary to setup Customer's account based on input from Customer. As part of this setup Company will add individuals or parties as directed by Customer to the distribution list to receive updates.

Customer Configuration and Customization – Gold monthly geolocation data for the Clusters and Points of Interest (POI's) as identified below:

- Analysis of the 10 clusters to be determined by Customer
- Advertising/Media Campaign Services and Strategic Planning
- International data (*if included in Service Fees outline*)
- Credit Card spending data (*if included in Service Fees outline*)

Geolocation (cell phone GPS) data for visitors with charts, maps, graphs and other visualizations as described below for up to 10 clusters and no more than 20 points of interest (POI) per cluster. Customer will receive access to a web-based customized dashboard with live data reports and event dashboards with the ability to manipulate time periods for the type of data including but not limited to:

- Map of home location of visitors
- Daily, weekly, and monthly # of unique visitors by POI
- Daily, weekly and monthly total visitors by POI
- Year-over-year comparisons
- # of Visitors by POI and by zip code
- Demographic profile of visitors by zip code
- % of market (at City, County or zip code level) captured by POI
- Increase/decrease of visitors by zip code
- Spending dashboards (*if engaging with monthly consumer spending data*)
- Advertising analytics charts including spend (*if engaging with media campaign services*)
- Return on Investment calculated down to zip code level (requires marketing spend data at zip code level by Visitor) to be implemented

Company will configure and customize the Services for the Customer based on input from Customer. One dashboard will be created with a single login. Company will advise the Customer on the availability of requested locations of interest and the Customer acknowledges that some potential locations of interest will be unavailable due to lack of sufficient data or privacy restrictions.

Add-On and One-Time Fees

- Four-years of historical data: \$1,500 one-time cost
- Point of Interest change: \$100 one-time cost
- Additional Clusters (beyond the 10 included) are \$150 each per month
- Additional Points of Interest are \$100 each per month
- Ad Spend will be billed separately, as used and based on CPM and scope of work rates reviewed prior to advertising run.

Service Onboard Training (via live webinar and or recorded, telephone or in person) – Company will provide a Services training session that will be scheduled at Customer's convenience to coincide with the delivery of the first

Premium Insights Report. The purpose of this training is to ensure that the Customer understands the structure of the Services and the scope and breadth of the insights provided in the Services. It is recommended that any Customer representatives who will be using the Services on a regular basis participate in the training session.

EXHIBIT B

Support Terms

Company will provide product assistance and technical support (e.g. explanation of data and visualization, corrections) to Customer via both telephone and electronic mail on weekdays during the hours of 9:00 am through 6:00 pm Mountain Time, with the exclusion of Federal and State (Utah) Holidays ("**Support Hours**"). Customer may contact the Company for product assistance or support by dialing 801-823-0083 or by emailing support@datafyhq.com.

Whereas Customer has requested product customization, support will also include up to two rounds of revisions of the format and structure of the customized analysis and report. Additional modifications and customization requests will be billed separately at an hourly rate.

CITY OF CHICO - PROFESSIONAL SERVICES AGREEMENT

Explore Butte County
Architect/Consultant/Engineer

City Tourism and Marketing Program
Project Title

008-000-8800/50519-008-04800
Budget Account Number

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THIS PROFESSIONAL SERVICES AGREEMENT (Agreement) is entered into on _____, 2021, between the City of Chico, a municipal corporation under the laws of the State of California, (City) and Explore Butte County, a California corporation, (Consultant).

SECTION 1 - DESCRIPTION OF PROJECT

City desires to undertake that certain project (Project) described in EXHIBIT A, entitled “City Tourism and Marketing Program,” and to engage Consultant to provide the required professional services relating to the Project.

SECTION 2 - SCOPE OF PROFESSIONAL SERVICES - BASIC; COMPLETION SCHEDULE

Consultant shall perform those basic professional services in connection with the Project as are set forth more particularly in EXHIBIT B, entitled “SCOPE OF PROFESSIONAL SERVICES - BASIC; COMPLETION SCHEDULE,” and shall complete said professional services in accordance with the completion schedule for professional services as incorporated in EXHIBIT B.

SECTION 3 - SCOPE OF PROFESSIONAL SERVICES - ADDITIONAL; COMPLETION SCHEDULE

City and Consultant agree that it may be necessary, in connection with the Project, for Consultant to perform or secure the performance of professional services other than those set

forth in EXHIBIT B. In each such instance, Consultant shall advise City, in advance and in writing, of the need for such additional professional services, their cost and the estimated time, if appropriate, required to perform them. Consultant shall not proceed to perform any such required additional professional service until City has determined that such professional service is beyond the scope of the basic professional service to be provided, is required, and has given its written authorization to perform or obtain it. Each additional professional service so authorized shall constitute an amendment to this Agreement, shall be identified and sequentially numbered as "Amendment No. 1" and so forth, shall be subject to all of the provisions of this Agreement, and shall be incorporated into EXHIBIT B accordingly.

SECTION 4 - COMPENSATION

Consultant shall be compensated for professional services rendered to City pursuant to this Agreement periodically in the amounts, manner and in accordance with the payment schedule as set forth in EXHIBIT C, entitled "COMPENSATION." Amounts due to Consultant from City for professional service rendered shall be evidenced by the submission to City by Consultant of an invoice, prepared in a form satisfactory to City, setting forth the amount of compensation due for the period covered by it. Each such invoice shall be forwarded to City so as to reach it on or before the 15th day of the month next following the month or months, or other applicable period, for which the professional service invoiced were provided. All such invoices shall be in full accord with any and all applicable provisions of this Agreement. City will make payment on each such invoice within 30 days of receipt of it. However, if Consultant submits an invoice which is incorrect, incomplete, or not in accord with the provisions of this Agreement, then City shall not be obligated to process any payment to Consultant until a correct and complying invoice has been submitted.

SECTION 5 - RESPONSIBILITY OF CONSULTANT

By executing this Agreement, Consultant warrants to City that Consultant possesses, or will arrange to secure from others, all of the necessary professional capabilities, experience, resources and facilities necessary to provide to City the professional services under this Agreement. In procuring the professional services of others to assist Consultant in performing the professional services set forth at EXHIBIT B or additional professional services under SECTION 3 of this Agreement, Consultant shall not employ or otherwise obtain the professional services of any person or entity known to Consultant or City to have, or be likely to develop during the term of this Agreement, an interest that is personally, or professionally, or financially adverse to any interest of City. Consultant will follow the best current, generally accepted professional practices in performing tests and procedures, making findings, rendering opinions, preparing factual presentations and providing professional advice and recommendations regarding professional services rendered under this Agreement.

SECTION 6 - RESPONSIBILITY OF CITY

To the extent appropriate to the Project contemplated by this Agreement, City shall:

6.1 Assist Consultant by placing at Consultant's disposal all available information pertinent to the Project, including previous reports and any other data relative to design and construction of the Project.

6.2 Guarantee access to and make all provisions for Consultant to enter upon public and private property as required for Consultant to perform Consultant's professional services.

6.3 Examine all studies, reports, sketches, drawings, specifications, proposals, and other documents prepared and presented by Consultant, and render verbally or in writing as may be appropriate, decisions pertaining thereto within a reasonable time so as not to delay the progress of the services by Consultant.

6.4 Designate in writing a person to act as City's representative with respect to the services to be performed under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define City's policies and decisions with respect to materials, equipment, elements and systems pertinent to Consultant's professional services.

6.5 Give prompt written notice to Consultant whenever City observes or otherwise becomes aware of any defect in the Project.

6.6 Furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.

SECTION 7 - INDEMNIFICATION

To the fullest extent permitted by law, Consultant shall defend (with counsel of City's choosing), indemnify and hold City, its officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, related to, or incident to any alleged acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the services provided under this Agreement, including without limitation the payment of all consequential damages, expert witness fees and attorneys' fees and other related costs and expenses. Consultant shall reimburse City and its officials, officers, employees, agents, and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided.

Consultant's responsibility for such defense and indemnity obligations shall survive the termination or completion of this Agreement for the full period of time allowed by law. The defense and indemnification obligations of this Agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Agreement. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by City, its directors, officials, officers, employees, agents, or volunteers. Consultant's obligation to indemnify, defend and hold harmless the City, its officers, employees and agents for claims involving "Professional Liability" claims involving acts, errors or omissions in the rendering of professional services (as defined in Civil Code section 2782.8(2), specifically, architects (Business & Professions Code section 5500), landscape architects (Business &

Professions Code section 5615), professional engineers (Business & Professions Code section 6701), and professional land surveyors (Business & Professions Code section 8701)), shall be limited to the extent caused by Consultant's negligent acts, errors or omissions.

SECTION 8 - INSURANCE

Any requirements by City that Consultant carry general liability, errors and omissions, or any other type of insurance in connection with the services to be performed and/or professional services to be rendered by Consultant pursuant to this Agreement shall be as set forth in EXHIBIT D, entitled "INSURANCE PROVISIONS."

SECTION 9 - GENERAL PROVISIONS

9.1 Access to Records

Consultant shall maintain all books, records, documents, accounting ledgers, and similar materials relating to services performed for City under this Agreement on file for at least four years following the date of final payment to Consultant by City. Any duly authorized representative(s) of City shall have access to such records for the purpose of inspection, audit and copying at reasonable times, during Consultant's usual and customary business hours. Consultant shall provide proper facilities to City's representative(s) for access and inspection. Consultant shall be entitled to reasonable compensation for time and expenses related to such access and inspection activities, which shall be considered to be an additional professional service to City, falling under the provisions of SECTION 3 of this Agreement.

9.2 Assignment

This Agreement is binding on the heirs, successors, and assigns of the parties hereto and shall not be assigned by either City or Consultant without the prior written consent of the other.

9.3 Changes to Scope of Services - Basic Professional Services

City may at any time, upon a minimum of 10 days written notice, modify the scope of basic professional services to be provided under this Agreement. Consultant shall, upon receipt of said notice, determine the impact on both time and compensation of such change in scope and notify City in writing. Upon agreement between City and Consultant as to the extent of said impacts to time and compensation, an amendment to this Agreement shall be prepared describing such changes. Execution of the amendment by City and Consultant shall constitute the Consultant's notice to proceed with the changed scope.

9.4 Compliance with Laws, Rules, Regulations

All professional services performed by Consultant pursuant to this Agreement shall be performed in accordance and full compliance with all applicable Federal, State, or City statutes, and any rules or regulations promulgated thereunder.

9.5 Conflict of Interest Code Applicability

If City's City Manager has determined that one or several of Consultant's Principal(s) or Project Manager(s) are subject to the provisions of Section 2R.04.180 of the Chico Municipal

Code (the City's Conflict of Interest Code), then each such person will be required to comply with the provisions of said Code in connection with the professional services they render to the City under this Agreement. In such event, City's requirements are set forth in EXHIBIT E, entitled "CONFLICT OF INTEREST PROVISIONS," to this Agreement.

9.6 Exhibits Incorporated

All Exhibits attached to and referred to in this Agreement are hereby incorporated by this reference.

9.7 Independent Contractor

City and Consultant agree that the relationship between them created by this Agreement is that of an employer-independent contractor. Consultant shall be solely responsible for the conduct and control of the services performed under this Agreement. Consultant shall be free to render professional consulting services to others during the term of this Agreement, so long as such activities do not interfere with or diminish Consultant's ability to fulfill the obligations established herein to City.

9.8 Integration; Amendment

This Agreement represents the entire understanding of City and Consultant 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 in it. This Agreement may not be modified or altered except by amendment in writing signed by both parties.

9.9 Jurisdiction

This Agreement shall be administered and interpreted under the laws of the State of California. Jurisdiction of litigation arising from this Agreement shall be in that state. If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null, and void insofar as it is in conflict with said laws, but the remainder of the Agreement shall continue to be in full force and effect.

9.10 Notice to Proceed; Progress; Completion

Upon execution of this Agreement by the parties, City shall give Consultant written notice to proceed with the services. Such notice may authorize Consultant to render all of the professional services contemplated herein, or such portions or phases as may be mutually agreed upon. In the latter event, City shall, in its sole discretion, issue subsequent notices from time to time regarding further portions or phases of the services. Upon receipt of such notices, Consultant shall diligently proceed with the services authorized and complete it within the agreed time period.

9.11 Ownership of Documents

Title to all documents, designs, drawings, specifications, and the like with respect to services performed under this Agreement shall vest with City at such time as City has compensated Consultant, as provided herein, for the professional services rendered by

Consultant in connection with which they were prepared.

9.12 Subcontracts

Consultant shall be entitled, to the extent determined appropriate by Consultant, to subcontract any portion of the services to be performed under this Agreement. Consultant shall be responsible to City for the actions of persons and firms performing subcontract services. The subcontracting of services by Consultant shall not relieve Consultant, in any manner, of the obligations and requirements imposed upon Consultant by this Agreement.

9.13 Term; Termination

The term of this Agreement shall commence upon City's issuance to Consultant of a notice to proceed for all or a portion of the services, as hereinabove provided, and shall end upon City's acceptance and payment for all or such portion of the services as was authorized by such notice, including any and all retentions. Notwithstanding the foregoing, City may, in its sole discretion, terminate this Agreement at any time and for any reason whatsoever by giving at least 10 days prior written notice of such termination to Consultant. In this latter event, Consultant shall be entitled to compensation for all professional service rendered and services performed for City to the date of such termination.

9.14 Notice

Any notices required to be given pursuant to this Agreement shall be deemed to have been given by their deposit, postage prepaid, in the United States Postal Service or, alternatively, by personal delivery or overnight courier service addressed to the parties as follows:

To City:	City Manager City of Chico P. O. Box 3420 Chico, CA 95927-3420	or	City Manager City of Chico 411 Main Street Chico, CA 95928
To Consultant:	Chief Executive Officer Explore Butte County PO Box 2154 Chico, CA 95927	or	Chief Executive Officer Explore Butte County 326 Huss Drive, Suite 100 Chico, CA 95928

SECTION 10 - SPECIAL PROVISIONS

This Agreement shall include all special provisions, if any, as are set forth on EXHIBIT F, entitled "SPECIAL PROVISIONS."

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the date first set forth above.

CITY:

CONSULTANT:

Mark Orme, City Manager*
*Authorized pursuant to Section 3.08.060
of the Chico Municipal Code

By: Carolyn Denero, CEO

APPROVED AS TO FORM:

REVIEWED AS TO CONTENT:

Vincent C. Ewing, City Attorney*

Scott Dowell, Administrative Services Director*

*Pursuant to The Charter of the
City of Chico, Section 906(D)

*Reviewed by Finance and Information Systems

CITY OF CHICO - PROFESSIONAL SERVICES AGREEMENT

Explore Butte County
Architect/Consultant/Engineer

City Tourism and Marketing Program
Project Title

008-000-8800/50519-008-04800
Budget Account Number

EXHIBIT A

DESCRIPTION OF PROJECT

Due to COVID-19, the Federal Government enacted the American Rescue Plan Act of 2021 (ARP) to meet pandemic response needs and rebuild a stronger, and more equitable economy as the country recovers. The American Rescue Plan recognizes that certain industries such as tourism, travel, and hospitality were disproportionately and negatively impacted by the COVID-19 public health emergency.

The City of Chico Tourism and Marketing Program is designed to increase targeted City of Chico tourism marketing in an effort to offset the impacts the pandemic had on local businesses supported directly and indirectly from tourism and travel. This includes hotels, restaurants, retail establishments, and recreation-related businesses.

To enhance efforts to provide support to local businesses directly impacted as a result of COVID-19, Contractor shall develop and implement a tourism and marketing program that will create additional awareness of the City of Chico as a destination for tourism, recreation, and business travel.

CITY OF CHICO - PROFESSIONAL SERVICES AGREEMENT

Explore Butte County
Architect/Consultant/Engineer

City Tourism and Marketing Program
Project Title

008-000-8800/50519-008-04800
Budget Account Number

EXHIBIT B

SCOPE OF PROFESSIONAL SERVICES - BASIC; COMPLETION SCHEDULE

Scope of Professional Services - Basic

Contractor shall provide professional services as follows in order to create a tourism and marketing campaign:

- Brand & Identity
 - Development of a brand identity and logo for Chico tourism
 - Creation of brand Implementation Guide
 - Creation of Content and Communication Plan
- Collateral
 - Creation of 3-5 Chico-only print-ready pieces
 - Development of travel itineraries and associated creative material
- Social Media
 - Development of social media plan
 - Implementation of social media plan
- Assets
 - Development of 3-minute video
 - Photography not already part of Explore Butte County's library
- Website
 - Develop website plan to align with brand and creative elements
 - Update website (Choose Chico website or new landing pages within Explore Butte County) to align with brand
- Administration
 - Explore Butte County staff time and annual reporting

Services to be Provided by City

City shall assist Contractor as necessary with the following:

- Convene meetings with tourism stakeholders when requested.

- Review and approved content of tourism assets.
- Provide access to www.ChooseChico.com website as appropriate.
- Deploy social media marketing content through City accounts as appropriate.

Completion Schedule

The scope of work detailed above shall be completed based on the following completion scheduled, with all final tasks completed no later than December 31, 2023.

- Brand & Identity – June 30, 2022
- Collateral Material – June 30, 2023
- Social Media – December 31, 2023
- Assets – June 30, 2023
- Website – June 30, 2023

CITY OF CHICO - PROFESSIONAL SERVICES AGREEMENT

Explore Butte County
Architect/Consultant/Engineer

City Tourism and Marketing Program
Project Title

008-000-8800/50519-008-04800
Budget Account Number

EXHIBIT C

COMPENSATION

Total maximum compensation for the services outlined herein shall not exceed \$250,000.00.

Compensation shall be in accordance with the following schedule:

1. Upon contract execution, Contractor shall submit invoice for \$50,000
2. June 30, 2022 Contractor shall submit invoice for \$50,000.
3. December 31, 2022, Contractor shall submit invoice for \$50,000.
4. June 30, 2023, Contractor shall submit invoice for \$50,000.
5. Upon City approval of all final deliverables, and no later than December 31, 2023, Contractor shall submit invoice for \$50,000.

City delivers payments through the Wells Fargo Payment Manager, which delivers payment electronically (checks are not issued). As such, Contractor shall register with Wells Fargo and have banking information verified with a test deposit. For additional information and assistance with registration please contact the City of Chico at accountspayable@chicoca.gov.

CITY OF CHICO - PROFESSIONAL SERVICES AGREEMENT

Explore Butte County
Architect/Consultant/Engineer

City Tourism and Marketing Program
Project Title

008-000-8800/50519-008-04800
Budget Account Number

EXHIBIT D

INSURANCE PROVISIONS

General Liability Insurance

Consultant/Contractor shall obtain commercial general liability insurance (occurrence policy form) from one or more U.S. domiciled insurance companies licensed to do business in the State of California with an A.M. Best Company rating of “B” or better or, in the alternative, an unlicensed U.S. domiciled company or companies with an “A” rating, which provides coverage for bodily injury, personal injury and property damage liability in the amount of at least \$1,000,000 per occurrence, and \$2,000,000 in the aggregate, with a maximum policy deductible of \$5,000, or as approved by the City’s Human Resources and Risk Management Office.

It shall be a requirement under this agreement that any available insurance proceeds broader than or in excess of the specific minimum Insurance coverage requirements and/or limits shall be available to the Additional Insured. Furthermore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of coverage of any Insurance policy or proceeds available to the named Insured, whichever is greater.

The insurance coverage required herein shall be evidenced by a certificate of insurance with policy endorsements and shall be executed by an authorized official of the insurer(s). In addition to the limits of coverage described above, the certificate of insurance shall provide that the insurer shall provide to City at least 30 days prior notice of cancellation or material change in coverage, or 10 days prior notice of cancellation for non-payment.

Consultant/Contractor acknowledges and agrees that City of Chico, its officers, boards and commissions, and members thereof, its employees and agents, are covered as additional insureds with respect to any liability arising out of the activities of Consultant/Contractor as the named insured. Such additional insured status shall be evidenced by a policy endorsement executed by an authorized official of the insurer(s). A blanket endorsement which provides additional insured status to any person or organization with whom Consultant/Contractor, as named insured,

has entered into a written contract, such as this Agreement, shall satisfy this requirement.

The insurance coverage required herein shall be primary and non-contributory insurance with respect to the City of Chico, its officers, officials and employees. Any insurance or self-insurance maintained by the City of Chico, its officers, officials or employees shall be in excess of the insurance afforded to the named insured by the insurance coverage required herein and shall not contribute to any loss. Such primary insurance status shall be evidenced by a policy endorsement issued by an authorized official of the insurer(s), and shall be at least as broad as CG 20 01 04 13. In the alternative, a letter issued by an authorized official of the insurer(s) and copies of the pertinent page(s) of the policy shall satisfy this requirement.

The limits of Insurance required in this agreement may be satisfied by a combination of primary and umbrella or excess Insurance. Any umbrella or excess Insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of City of Chico (if agreed to in a written contract or agreement) before City of Chico's self-insurance shall be called upon to protect it as a named insured.

All self-insured retentions (SIR) must be disclosed to the City's Human Resources and Risk Management Office for approval and shall not reduce the limits of liability. Policies containing any (SIR) provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named Insured or City of Chico. City of Chico reserves the right to obtain a full certified copy of any Insurance policy or endorsements. Failure to exercise this right shall not constitute a waiver of right to exercise later.

Automobile Liability Insurance

Consultant/Contractor shall obtain automobile liability insurance from one or more U.S. domiciled insurance companies licensed to do business in the State of California with an A.M. Best Company rating of "B" or better which provides coverage for bodily injury, personal injury, and property damage liability in the amount of at least \$500,000 combined single limit for each occurrence. Evidence of such coverage shall be maintained by Consultant/Contractor and provided to City upon request.

Subconsultant/Subcontractor Insurance

Consultant/Contractor agrees to include with all subconsultants/subcontractors in their subcontract the same requirements and provisions of this agreement including the indemnity and Insurance requirements to the extent they apply to the scope of the subconsultant/subcontractor's work. Subconsultant/Subcontractor agrees to be bound to Consultant/Contractor and City of Chico in the same manner and to the same extent as Consultant/Contractor is bound to City of Chico under the agreement. Subconsultant/Subcontractor further agrees to include the same requirements and provisions of this agreement, including the indemnity and Insurance requirements, with any Sub-subconsultant/Sub-subcontractor to the extent they apply to the scope of the Sub-subconsultant/Sub-subcontractor's work.

A copy of the City of Chico Insurance Provisions will be furnished to the subconsultant/subcontractor upon request. Evidence of such coverage shall be maintained by Consultant/Contractor and provided to City upon request.

Workers' Compensation Insurance

Consultant/Contractor shall, at Consultant/Contractor's expense, purchase and maintain in full force and effect workers' compensation insurance as required by Federal and State of California law. Consultant/Contractor shall also require all of Consultant's subconsultants/subcontractors to maintain this insurance coverage. Proof of workers' compensation insurance or other documentation acceptable to City evidencing such insurance coverage shall be provided by Consultant/Contractor or Consultant/Contractor's subconsultants/subcontractors to City upon request.

Subrogation

Consultant/Contractor shall agree to waive all rights of subrogation against City for losses arising from Services performed by the Consultant/Contractor or Consultant/Contractor's subconsultants/subcontractors for City under this Agreement.

Indemnity

Consultant/Contractor/Subconsultant/Subcontractor's responsibility for such defense and indemnity obligations shall survive the termination or completion of this agreement for the full period of time allowed by law.

The defense and indemnification obligations of this agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this agreement.

Professional Liability Insurance

Consultant/Contractor shall obtain professional liability (errors and omissions) insurance, with a minimum \$1,000,000 limit, from one or more U.S. domiciled insurance companies licensed to do business in the State of California with an A.M. Best Company rating of "B" or better providing coverage for services rendered to City under this Agreement.

Said insurance coverage shall be evidenced by a certificate of insurance which shall be executed by an authorized official of the insurer(s). In addition to the limits of coverage described above, the certificate of insurance shall provide that the insurer shall provide to City at least 30 days prior notice of cancellation or material change in coverage, or 10 days prior notice of cancellation for non-payment.

CITY OF CHICO - PROFESSIONAL SERVICES AGREEMENT

Explore Butte County
Architect/Consultant/Engineer

City Tourism and Marketing Program
Project Title

008-000-8800/50519-008-04800
Budget Account Number

EXHIBIT E

CONFLICT OF INTEREST PROVISIONS

NONE

CITY OF CHICO - PROFESSIONAL SERVICES AGREEMENT

Explore Butte County
Architect/Consultant/Engineer

City Tourism and Marketing Program
Project Title

008-000-8800/50519-008-04800
Budget Account Number

EXHIBIT F

SPECIAL PROVISIONS

NONE

Ordinary Income/Expense																				
Income			Total Budget		Program ONLY		Reserve Funds Expected to be Spent 2022	Non-Lodging Income	Chico ARPA	County ARPA - Event Support	County ARPA - Wayfinding Signage									
4000 - Program Income																				
	4200	Butte County	\$3,145.00		\$3,145.00															
	4300	Chico	\$611,745.00		\$611,745.00															
	4350	Gridley	\$8,330.00		\$8,330.00															
	4400	Oroville	\$199,070.00		\$199,070.00															
	4500	Paradise	\$27,710.00		\$27,710.00															
Total 4000 - Program Income			\$850,000.00		\$850,000.00															
4800 - Other Types of Income																				
	4850	Non-Lodging Participation	\$6,000.00					\$6,000												
	4860	Co-Op Advertising Income	\$0.00					\$0												
	4870	Visitor Guide Advertising	\$10,000.00					\$10,000												
		Chico ARPA Project	\$86,000.00						\$86,000											
		Chico ARPA Admin	\$14,000.00						\$14,000											
		County ARPA Project	\$134,296.00							\$49,296	\$85,000									
		County ARPA Admin	\$17,000.00							\$4,500	\$12,500									
Total 4800 - Other Types of Income			\$267,296.00		\$0.00		\$0	\$16,000.00	\$100,000	\$53,796	\$97,500									
Total Income			\$1,117,296.00		\$850,000.00		\$0	\$16,000.00	\$100,000	\$53,796	\$97,500									
Cost of Goods Sold																				
5000 - 2% Fee																				
	5200	2% Fee Butte County	\$63.00		\$63.00															
	5300	2% Fee Chico	\$12,235.00		\$12,235.00															
	5350	2% Fee Gridley	\$167.00		\$167.00															
	5400	2% Fee Oroivlle	\$3,981.00		\$3,981.00															
	5500	2% Fee Paradise	\$554.00		\$554.00															
Total 5000 - 2% Fee			\$17,000.00		\$17,000.00															
Total COGS			\$17,000.00		\$17,000.00															
Gross Income			\$1,100,296.00		\$833,000.00		\$0	\$16,000	\$100,000	\$53,796	\$97,500									
Expense					70.00%		100%	100%	100%	100%	100%									
6000 - Sales and Marketing Expense					\$595,000.00		\$0	\$15,000	\$100,000	\$53,796	\$97,500									
	6010	Advertising	\$183,500.00		\$177,500.00			\$6,000												
	6020	Captial Display	\$1,500.00		\$1,500.00															
	6030	Conferences	\$2,000.00		\$2,000.00															
	6050	Creative Services	\$64,000.00		\$64,000.00															
	6070	Dues and Memberships	\$4,000.00		\$4,000.00															
	6100	Marketing Contracts	\$0.00																	

Ordinary Income/Expense			
	Income		Total Budget
		6110 - Advertising Agencies	\$271,800.00
		6130 - Public Relations	\$15,000.00
		6140 - CrowdRiff	\$15,050.00
		6150 - SeeSource	\$27,500.00
		6160 - Bandwango	\$14,500.00
		Total 6100 Marketing Contracts	
		6200 Meals	\$300.00
		6310 Postage	\$2,500.00
		6320 Printing	\$16,000.00
		6340 Public Relations	\$6,000.00
		6350 Sales & Marketing Exp. Other	\$2,000.00
		Hospitality for Hospitality	\$2,500.00
		6360 Sponsorship	\$49,296.00
		6400 Staffing - Marketing	\$0.00
		6410 - Staffing - Marketing payroll	\$159,000.00
		6420 - Staffing - Payroll Taxes - Mktg	\$15,000.00
		6430 - Workers comp insurance	\$1,850.00
		6440 - Health Insurance	\$15,000.00
		Total 6400 Staffing - Marketing	
		6600 State Fair Exhibit	\$0.00
		6655 Vehicle Maintenance	\$100,000.00
		6700 Website	\$13,000.00
Total 6000 - Sales and Marketing Expense			\$978,796.00
Net Sales			
6900 - Zone and Micro-Marketing			
		6910 Chico Zone	\$58,000.00
		6920 Paradise Zone	\$1,500.00
		6930 Oroville Zone	\$18,500.00
		6940 Other Zone	\$1,400.00
Total 6900 - Zone and Micro-Marketing			\$79,400.00
Total Sales & Marketing			\$1,058,196.00
BALANCE			
7000 - Administration			\$127,500.00
		7010 Advertising	\$720.00
		7020 Bank Fees	\$100.00

Ordinary Income/Expense													
Income				Total Budget		Program ONLY	Reserve Funds Expected to be Spent 2022		Non-Lodging Income		Chico ARPA	County ARPA – Event Support	County ARPA – Wayfinding Signage
		7030	Conference, Convention, Meeting	\$5,000.00		\$5,000.00							
		7040	Contract Services	\$0.00		\$0.00							
		7050	Education	\$5,000.00		\$5,000.00							
		7060	Filing Fees/Taxes	\$100.00		\$100.00							
		7070	General Administration	\$10,000.00		\$10,000.00							
		7100	Insurance	\$6,000.00		\$6,000.00							
		7200	Meals	\$1,250.00		\$1,250.00							
		7210	Membership Dues	\$2,500.00		\$2,500.00							
		7300	Office Supplies	\$3,000.00		\$3,000.00							
		7310	Postage	\$500.00		\$500.00							
		7320	Printing and Copying	\$1,000.00		\$1,000.00							
		7330	Professional Fees – Accounting	\$25,000.00		\$25,000.00							
		7340	Professional Fees – Legal	\$3,465.00		\$3,465.00							
		7350	Promotion	\$100.00		\$100.00							
		7360	Rent / Office Space	\$8,400.00		\$8,400.00							
		7400	Staffing – Admin	\$0.00									
			7410 – Staffing – Admin Payroll	\$53,200.00		\$22,200.00				\$14,000	\$4,500	\$12,500	
			7420 – Payroll taxes – admin	\$2,940.00		\$2,940.00							
			7430 – workers comp insurance	\$315.00		\$315.00							
			7440 – health insurance	\$3,000.00		\$3,000.00							
			7400 – Staffing – admin – other	\$0.00		\$0.00							
		Total 7400 – Staffing Admin				\$28,455.00							
		7500	Subscriptions	\$11,000.00		\$11,000.00							
		7560	Telephone, Telecommunications	\$3,660.00		\$3,660.00							
		7570	Travel	\$6,250.00		\$6,250.00							
		7900	Admin Expense Other	\$6,000.00		\$6,000.00							
Total 7000 – Administration Expense				\$158,500.00		\$127,500.00	\$0		\$0	\$14,000	\$4,500	\$12,500	
Total Expense				\$1,216,696.00		\$722,500.00	\$229,400.00		\$16,000.00	\$100,000.00	\$53,796.00	\$97,500.00	
Net Ordinary Income				-\$116,400.00		\$110,500.00	-\$229,400.00		\$0.00	\$0.00	\$0.00	\$0.00	
3% program contingency						-\$25,500.00							
10% zone marketing set aside						-\$85,000.00							
Net Income				-\$116,400.00		\$0.00	-\$229,400		\$0	\$0	\$0	\$0	



Explore Butte County
P.O. Box 2154
Chico, CA 95927

ExploreButteCounty.com

Board of Directors

Analise Uhrig
Chico – Secretary

Brooke Isenberg
Chico – Vice President

Bruce Spangler
Oroville – President

Haroon Saddique
Paradise

Jasmin Wilson
Oroville

John Pearson
At Large

Mohammad Billah
Chico – Treasurer

Nicole Johansson
At Large

Advisors to the Board

Colette Curtis
Paradise

Heather Ugie
Chico

Holly Jorgensen
Oroville

Jennifer Leonard
Unincorporated

Marci Shadd
Biggs

Melanie Bassett
Chico

Melissa Schuster
Paradise

Victoria Anton
Oroville

EXPLORE BUTTE COUNTY – CHICO TOURISM COMMITTEE: ZONE MARKETING

Friday, January 7, 2022

8:30 a.m.

via Zoom

<https://us02web.zoom.us/j/82704466062?pwd=eTZSVGpTMUIPeDZ4bnYvR1ZwUis3QT09>

Meeting ID: 827 0446 6062

Passcode: 683804

AGENDA

PURPOSE: Discuss the specific marketing needs for that jurisdiction for the year, create a spending plan, and prepare that for the EBC BOD to review at each year's annual business meeting.

COMMITTEE MEMBERS: Analise Uhrig (Chico lodging), ~~Ann Willmann (CARD)~~, Katy Thoma (Chico Chamber), Linda Herman (Chico City Parks), ~~Melanie Bassett (DCBA)~~, Jennifer Macarthy (City of Chico), Carolyn Denero (EBC)

AGENDA

1. Review of 2021 projects. Spent \$35,409.74. Of that, \$25,409.74 (72%) was in cash sponsorships.
 - a. \$10,000 DCBA sponsorship
 - b. \$5,000 Bidwell Park map reprint
 - c. \$2,409.74 Louie Vermeil event sponsorship + swag bags
 - d. \$10,000 Chico Ice Rink sponsorship
 - e. \$1,000 ChicoStart Summit Sponsor + swag bags
 - f. \$1,000 2022 CED Economic Forecast Sponsor + swag bags
 - g. \$1,000 Snow Goose Festival (2022) sponsor
 - h. \$5,000 Bidwell Park Swimming Hole Signs
2. Adding more committee members
3. 2022 Budget
 - a. \$24,503.05 unspent from 2021
 - b. \$70,000+ expected from 2022 collections. Expect 2 more checks from City
4. Project Ideas for 2022
 - a. Create a budget for Project Manager each year



Explore Butte County
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ExploreButteCounty.com

- b. Designate sponsorship budget
- c. Big-project ideas
 - i. Our own Chico Clean Up Project
 - ii. Signature Event
 - iii. ??
- 5. Other business not agendized

Adjourn Meeting



Explore Butte County
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ExploreButteCounty.com

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Melanie Bassett
Chico

Melissa Schuster
Paradise

Victoria Anton
Oroville

EXPLORE BUTTE COUNTY – CHICO TOURISM COMMITTEE: ZONE MARKETING

Friday, January 7, 2022

8:30 a.m.
via Zoom

NOTES

PURPOSE: Discuss the specific marketing needs for that jurisdiction for the year, create a spending plan, and prepare that for the EBC BOD to review at each year's annual business meeting.

COMMITTEE MEMBERS:

Present: Analise Uhrig (Chico lodging), Linda Herman (Chico City Parks), Jennifer Macarthy (City of Chico), Carolyn Denero (EBC)

AGENDA

1. Reviewed the projects that were funded with Chico Zone Marketing in 2021.
 - a. A large percentage of the money was spent on sponsorships of events and organizations. Committee agreed sponsorships are important but EBC is not earning the exposure that we'd like. Ideally, would like to see EBC host events instead of just offer sponsorship, so that we earn better exposure.
 - b. We were able to fund and coordinate the creation of the Upper Bidwell Park swimming hole signs. Parks have picked them up and plan to have them installed by this spring!
2. Committee Members:
 - a. At the beginning of 2022 there are only 4 members still active in the Chico Tourism Committee. Melanie Bassett and Ann Willmann retired at the end of 2021 and the Chico Chamber has had staffing changes. Current committee agree that we should continue to include the Chamber of Commerce and DCBA as tourism stakeholders.
 - b. Would like to invite more people to join the group, especially with the large budget and brand work coming up.

- i. Chico State events
 - ii. Coco Briggs – ERC Chair
 - iii. Tamba – Marriott
 - iv. Representative from the Chico Arts Community
3. 2022 Budget
 - a. \$24,503.05 unspent from 2021
 - b. \$70,000+ expected from 2022 collections. Expect 2 more checks from City
4. Project Ideas for 2022
 - a. Create a budget for Project Manager each year
 - i. Recommendation to hire a project manager, managed by EBC, who will coordinate our meetings and all projects set forth by the committee each year. Should budget \$40,000/yr or 50% of annual budget, whichever is smaller, each year to this project manager.
 1. Project manager will be the one point of contact for the projects and reporting. Each new year the priorities and budget will be set by the committee
 - b. Chico Tourism Brand Project – partnership with City of Chico, funded by ARPA. Can allocate the tourism project manager to be the liaison for the Brand Project as well as the additional initiatives of the committee. Once the Chico brand project is completed the project manager may be the person who can continue to build and manage the Chico tourism brand.
 - c. Designate \$3,000 to be used as event sponsorship as opportunities arise.
 - d. Chico Clean Up sponsored by EBC. Instead of just sponsoring somebody else's event we can create our own event. May be able to partner with the City of Chico on two Chico Clean Up days, one in the spring and one in the fall. Recommended to allocate \$4,000 (\$2,000 x 2 events) for 2 clean up days in 2022.
 - e. Chico Velo Wildflower Century Ride. EBC is already in talks with Velo about partnership with assets and the Mobile Visitor Center, but there may be an opportunity to create lodging/biking/tourism packages at hotels. EBC wants to make sure we elevate the lodging aspect of the event. Recommendation to allocate \$15,000 to create unique bike-specific packages in Chico for Wildflower



Explore Butte County
P.O. Box 2154
Chico, CA 95927

ExploreButteCounty.com

Century Ride.

5. No other business discussed.

Meeting adjourned at 9:43 a.m.

Notes respectfully submitted by Carolyn Denero.

STANDARD CONTRACT

Greater than \$25,000.00

This Contract, dated as of the last date executed by the County of Butte is between the County of Butte, a political subdivision of the State of California, hereinafter referred to as "County", and the Contractor indicated in the variable information table below, hereinafter referred to as "Contractor."

VARIABLE INFORMATION TABLE					
Term of This Contract (Complete Dates in Just One of the Following Three Rows)					
<input checked="" type="checkbox"/> Below	Term Begins		Term Completion Date		
<input type="checkbox"/>	On Following Date		On Following Date		
<input type="checkbox"/>	Upon Date Notice to Proceed Received		<input type="checkbox"/>	Calendar Days Following Receipt of Notice to Proceed	
<input type="checkbox"/>	Upon Last Date Executed by County		<input type="checkbox"/>	Calendar Days Following Execution of Contract by County	
County Department		FOB Point			
Terms		Basis of Price (Do Not <input checked="" type="checkbox"/> More Than One of the Following Four Blocks)			
Price	<input type="checkbox"/> Fixed Price	<input type="checkbox"/> Annual Price	<input type="checkbox"/> Monthly Price	<input type="checkbox"/> Hourly Rate	
Not-to-Exceed Price		<input type="checkbox"/> <input checked="" type="checkbox"/> if Reasonable Expenses are authorized in addition to Hourly Rate			
Contractor Contact Information			County Contact Information		
Contractor			Project Manager		
Address			Address		
City, State & Zip			City, State & Zip		
Telephone			Telephone		
Email			Email		

WHEREAS, County, through the County Department identified above, desires to have work described in the Attachment III - Scope of Work performed; and

WHEREAS, Contractor possesses the necessary qualifications to perform the work described herein.

NOW THEREFORE BE IT AGREED between the parties to this Contract that this Contract is subject to the provisions contained in the following attachments, which are made a part of this Contract. Should there be any conflicts between this Contract and the attachments that are incorporated herein, precedence shall first be given to the provisions of this Contract followed by the attachments, in descending order, as indicated below:

- Attachment I – Terms and Conditions
- Attachment II – Insurance Requirements for Most Contracts
- Business Associate Addendum
- Attachment III – Scope of Work
- Attachment V – Regulatory Compliance

By signature below, the department head or his or her deputy certifies that no unauthorized alterations have been made to the Business Associate Addendum, Attachment I – "Terms and Conditions" and/or the Attachment II – "Insurance Requirements for Most Contracts".

Typed or Printed Name Signature Date

This Contract and the above listed Attachments represent the entire undertaking between the parties.

COUNTY

CONTRACTOR

Bill Connelly Date
Chair, Butte County Board of Supervisors

Date

REVIEWED FOR CONTRACT POLICY COMPLIANCE
General Services Contracts Division

REVIEWED AS TO FORM
BRUCE S. ALPERT
Butte County Counsel

By Date

By Date

**ATTACHMENT I
TERMS AND CONDITIONS**

1. **Scope of Work.** The work to be undertaken is identified in the attached "Attachment III – Scope of Work" which is made a part of this Contract.
2. **Reimbursement.** The work shall be performed for the Fixed price, Annual price, Monthly price or Hourly rate as indicated above in the variable information table, but shall not exceed the Not-to-Exceed Price if included in the variable information table. Reasonable expenses are authorized in addition to the Hourly Rate if both the Hourly Rate block and the block authorizing Reasonable Expenses are checked in the variable information table. Payment shall be made after the Project Manager or designee reviews and approves the work and after submittal of an invoice by the Contractor.
3. **County Project Manager.** The County project manager or designee for this undertaking who will receive payment invoices and answer questions related to the coordination of this undertaking is identified above in the variable information table.
4. **Independent Contractor.** Contractor is an independent contractor, working under his/her own supervision and direction and is not a representative or employee of County. Contractor agrees to file tax returns and pay all applicable taxes on amounts paid pursuant to this Contract.
5. **Confidentiality and Ownership.** The COUNTY retains the exclusive right of ownership to the work, products, inventions and confidential information produced for the COUNTY by the CONTRACTOR, and the CONTRACTOR shall not disclose any information, whether developed by the CONTRACTOR or given to the CONTRACTOR by the COUNTY. The parties agree that the COUNTY will own the work, products, inventions or information produced by the CONTRACTOR pursuant to this Contract.
6. **Termination.** This Contract may be terminated by either the County or Contractor by a thirty day written notice. Authorized costs incurred by the Contractor will be reimbursed up to the date of termination. Notwithstanding anything stated to the contrary herein, this Contract shall expire on the Completion Date indicated in the above Variable Information Table unless the Completion Date is modified by written amendment to this Contract.
7. **Indemnification.** Contractor agrees to accept responsibility for loss or damage to any person or entity, and to defend, indemnify, hold harmless and release the County, its officers, agents and employees from and against any and all actions, claims, damages, disabilities or expenses that may be asserted by any person or entity, including Contractor, to the extent arising out of or in connection with the negligent acts or omissions or willful misconduct in the performance by Contractor hereunder, whether or not there is concurrent negligence on the part of the County, but excluding liability due to the active negligence or willful misconduct of the County. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Contractor or its agents under worker's compensation acts, disability benefit acts, or other employee benefits acts. Contractor shall be liable to County for any loss of or damage to County property arising out of or in connection with Contractor's negligence or willful misconduct.
8. **Insurance Requirements.** Contractor shall procure and maintain for the duration of this Contract, insurance against claims for injuries to persons or damages to property which may arise from, or be in connection with the performance of the Work hereunder by Contractor, Contractor's agents, representatives, employees and subcontractors. At the very least, Contractor shall maintain the insurance coverages, limits of coverage, and other insurance requirements as described in Attachment II to this Contract.
9. **Changes to the Contract.** Changes to this Contract may only be approved by written amendment to this Contract.
10. **Contractor's Standard of Care.** County has relied upon the professional ability and training of the Contractor as a material inducement to enter into this Contract. Contractor hereby warrants that all of Contractor's work will be performed in accordance with generally accepted and applicable professional practices and standards as well as the requirements of applicable Federal, State and local laws, it being understood that acceptance of Contractor's work by County shall not operate as a waiver or release.

Commented [CD1]: Would like to confirm that EBC and Butte County will have shared ownership of the work product.

11. **Termination for Exceeding Maximum Level of Expenditures.** Contracts exceeding the monetary limits delegated to the Purchasing Agent, or authorized deputies, are not valid unless duly executed by the Chair of the Board of Supervisors. If this Contract was executed for the County of Butte by the Purchasing Agent, or authorized deputy, this Contract shall automatically terminate on the date that the provision of services or personal property or incurring of expenses, the cumulative total of which, exceeds the amount prescribed by Government Code Section 25502.5 for personal services contracts or the amount prescribed by Public Contract Code Section 22032 (b) for public works contracts.
12. **Termination for Exceeding Maximum Term.** Contracts exceeding the five-year term delegated to the Purchasing Agent, or authorized deputies, are not valid unless duly executed by the Chair of the Board of Supervisors. If this Contract was executed for the County of Butte by the Purchasing Agent, or authorized deputy, this Contract shall automatically terminate on the date that the term exceeds five years. Amendments to this Contract, or new Contracts for essentially the same purpose, shall not be valid beyond the five-year limitation unless duly executed by the Chair of the Board of Supervisors.
13. **Compliance with Laws.** Contractor shall comply with all Federal, State and local laws, rules and regulations including, without limitation, any nondiscrimination laws.
14. **Applicable Law and Forum.** This Contract shall be construed and interpreted according to California law and any action to enforce the terms of this Contract for the breach thereof shall be brought and tried in the County of Butte.
15. **Contradictions in Terms and Conditions.** In the event of any contradictions in the terms and/or conditions of this Contract, these Attachment I TERMS AND CONDITIONS shall prevail.
16. **No Delegation or Assignment:** Provider shall not delegate, transfer or assign its duties or rights under this Contract, either in whole or in part, directly or indirectly, by acquisition, asset sale, merger, change of control, operation of law or otherwise, without the prior written consent of County and any prohibited delegation or assignment shall render the contract in breach. Upon consent to any delegation, transfer or assignment, the parties will enter into an amendment to reflect the transfer and successor to Provider. County will not be obligated to make payment under the Contract until such time that the amendment is entered into.

END TERMS AND CONDITIONS

ATTACHMENT II
INSURANCE REQUIREMENTS FOR MOST CONTRACTS
Not for Professional Services or Construction Contracts

*Please provide a copy of Attachment II to your insurance agent.

Contractor shall procure and maintain for the duration of this contract, insurance against claims for injuries to persons or damages to property that may arise from or be in connection with the performance of the work hereunder by Contractor, Contractor's agents, representatives, employees and subcontractors. Before the commencement of work Contractor shall submit Certificates of Insurance and Endorsements evidencing that Contractor has obtained the following forms of coverage:

A. MINIMUM SCOPE AND LIMITS OF INSURANCE - Coverage shall be at least as broad as:

- 1) **Commercial General Liability (CGL):** Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
- 2) **Automobile Liability:** ISO's Commercial Automobile Liability coverage form CA 00 01.
 1. Commercial Automobile Liability: Covering any auto (Code 1) for corporate/business owned vehicles, or if Contractor has no owned autos, covering hired (Code 8) and non-owned autos (Code 9), with limits no less than **\$1,000,000** per accident for bodily injury and property damage.
 2. If no transportation services of any type are provided, and use of a motor vehicle is strictly limited to travel to and from work or work sites, evidence of Personal Auto Policy coverage with limits no less than **\$100,000** per person, **\$300,000** each accident, **\$50,000** property damage may be provided in lieu of Commercial Automobile Liability Insurance.
- 3) **Workers' Compensation Insurance:** As required by the State of California, with Statutory Limits and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury and disease. *(Not required if Contractor provides written verification he or she has no employees.)*

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

B. OTHER INSURANCE PROVISIONS - The insurance policies are to contain, or be endorsed to contain, the following provisions:

- 1) The County of Butte, its officers, officials, employees and ~~volunteers~~ are to be covered as additional insureds on the CGL and Commercial Auto policies with respect to liability arising out of work or operations performed by or on behalf of the Contractor, including materials, parts or equipment furnished in connection with such work or operations. General Liability coverage can be provided in the form of an endorsement to Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38 and CG 20 37 forms if later revisions used).
- 2) For any claims related to this contract, Contractor's insurance coverage shall be primary insurance coverage at least as broad as ISO Form CG 20 01 04 13 as respects the County, its officers, officials, employees and ~~volunteers~~. Any insurance or self-insurance maintained by the County, its officers, officials, employees and ~~volunteers~~ shall be excess of Contractor's insurance and shall not contribute with it.
- 3) Each insurance policy required above shall state that coverage shall not be canceled, except with notice to the County.

C. WAIVER OF SUBROGATION: Contractor hereby grants to County a waiver of any right to subrogation which any insurer of said Contractor may acquire against the County by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.

The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the County for all work performed by the Contractor, its employees, agents and subcontractors.

D. SELF-INSURED RETENTIONS: Self-insured retentions must be declared to and approved by the County. The County may require Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or County.

E. ACCEPTABILITY OF INSURERS: Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the County.

F. VERIFICATION OF COVERAGE: Contractor shall furnish County with original certificates of insurance including all required amendatory endorsements (or copies of the applicable policy language affecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor'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.

G. SPECIAL RISKS OR CIRCUMSTANCES: County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

H. SUBCONTRACTORS: Contractor shall include all subcontractors as insured under its policies or require all subcontractors to be insured under their own policies. If subcontractors are insured under their own policies, they shall be subject to all the requirements stated herein, including providing the County certificates of insurance and endorsements before beginning work under this contract.

ATTACHMENT III

SCOPE OF WORK

Unless indicated otherwise herein, the Contractor shall furnish all labor, materials, transportation, supervision and management, and pay all taxes required to complete the project described below:

~~[Note: The following Paragraph Headings are provided as tasks to consider for inclusion in the Scope of Work. If one or more of these Paragraph Headings are not applicable, they should be deleted from the Scope of Work. The text following each heading includes an explanation of material that would be included in that paragraph. All the information should be removed when the Scope of Work is finalized for inclusion in the contract.]—~~

CONTRACTOR RESPONSIBILITY

~~[This section should include all the work that the Contractor will be required to complete during performance of the contract. When Contractor tasks are specified, they should be worded such that the Contractor "shall" perform. Words such as "must", "should", "will" or "may" are to be avoided as "shall" is the word used in contracts that most compels the contractor to complete tasks in the Scope of Work.]—~~

Contractor Tasks & Milestones:

- ~~Needs and Cooperation Assessment~~
 - ~~Contractor shall coordinate with all Butte County jurisdictions, main tourism attractions, public land managers to assess wayfinding signage needs and potential for cooperation.~~
 - ~~Contractor shall research and create tourism-centered economic reporting documents.~~
- ~~Create Wayfinding Signage Master Plan~~
 - ~~Contractor shall research and develop a request for proposal (RFP) with corresponding timelines and scoring to hire a firm to create a wayfinding signage master plan for all of Butte County focused on local attractions to facilitate tourism.~~
 - ~~Contractor shall facilitate all jurisdiction meetings as required by the hired signage firm in order to create a tourism-focused wayfinding signage master plan. Assistance of County staff may be requested during this process, where necessary.~~
 - 1. ~~Wayfinding Signage Master Plan to be delivered July 15, 2023.~~
- ~~Signage Implementation Planning~~
 - ~~EBC expects to have ARPA funds left over to start implementing the signage plan in the unincorporated areas of the County. Other jurisdictions within the County would have the responsibility for implementing the signage plan within their own jurisdictions. County ARPA-funded signage must be implemented by December 31, 2024.~~

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~~[There should always be contractor task included in the Scope of Work. However, if this is the only applicable Paragraph Heading, then this heading may be eliminated.]—~~

Contractor Milestones:

~~[If there are certain milestones that the Contractor is required to complete, (normally by some certain date or a number of days following some other milestone or event), they may be included in this paragraph. If Contractor payments are tied to milestones, then the milestones may be combined with those milestones below in the "Contractor Compensation" paragraph and this paragraph heading would not be needed.]—~~

Meetings:

~~[If there are significant meetings (such as public hearings) or periodic meetings (such as periodic progress meetings) they can be specified in this paragraph.]—~~

Contractor Reports:

Contractor shall prepare a written report to be delivered to County staff no later than the 15th of the month following the end of each quarter. Reporting will include updates on tasks and milestones, as outlined above, as well as a budgetary update. Project will have its own P&L managed by Contractor and available for County review.

~~[If there are reports such as periodic progress reports, draft studies or final reports, they can be described in this paragraph. Consideration should be given to provide due dates for the various reports.]~~

Commented [CD2]: Need updated calendar from Jaclyn to report within appropriate window.

Other Contractor Deliverables:

~~[Other Contractor deliverable and due dates can be shown in this paragraph.]~~ —

Contractor Compensation:

This project is funded by the American Rescue Plan Act and has been approved by the Board of Supervisors at the amount of \$200,000. Of that amount, \$44,000 has been approved to be paid in fiscal year (FY) 21/22. Contractor shall submit an invoice to the County based on the compensation schedule below:

Schedule of payments

- \$22,000 upon execution of this contract
- \$22,000 April 1, 2022
- \$26,750 July 1, 2022
- \$26,750 October 1, 2022
- \$26,750 January 1, 2023
- \$26,750 April 1, 2023
- Final \$49,000 to be paid based on first 2 phases of plan

Upon receipt, review and approval of Contractor invoice, County shall submit to the Auditor in a timely manner for payment within 30 days.

Explore Butte County will not be compensated more than \$200,000 for the Wayfinding Signage Master Plan & signage project. Any funding not accounted for and not spent will be returned to the County of Butte.

Administrative and Reporting Costs will not exceed 15% of total contract. No other fees or expenses will be incurred or billed to the County of Butte.

~~[If the Contractor is to be paid on a Not-to-Exceed basis, or otherwise based on reimbursable expenses, then the basis for reimbursing the Contractor should be indicated in this paragraph. If the Contractor is to be reimbursed on a Fixed-Price basis, this paragraph is not required. If the Contractor is to be reimbursed on hours of work performed, then separate billing rates should be shown by job title or employee name. Mileage reimbursement may be based on the IRS rate or a specified rate per mile. In some cases, contractors are required to drive a truck that is more expensive to operate than an automobile. In this case, a mileage rate greater than the IRS rate may be appropriate. When rates are based on actual expenditures, department should avoid paying the actual expenditure plus an additional percentage. The reason to avoid payment of a percentage over the actual expenditure is that this reimbursement method motivates the Contractor to spend excessively. It is not possible to entirely eliminate to entirely eliminate the percentage paid in addition to the actual cost, a not-to-exceed cost should be negotiated for these expenditures.]~~

COUNTY RESPONSIBILITY

The County shall assist Contractor as necessary with the following:

- Convene meeting with stakeholders when requested
- Review and approve content of project as needed

~~[If the County has some specific responsibilities to perform during the term of the contract, they can be provided in this section of the Scope of Work. While it is the County's policy to faithfully perform the work described in this section, it is acceptable to use words such as "must", "should", "will" rather than "shall" to describe the work to be performed by the County.]~~ —

END SCOPE OF WORK

EXPENSE CONTRACTS
Regulatory Compliance Requirements

All County Contracting shall comply with 2 CFR, Part 200 and legislation for the regulation of labor, safety and environmental protection, emergency preparedness and advisories, and any other codified criteria including but not limited to the following as relevant to this Contract:

1. Remedies:

Contractor Performance and the Breach Thereof

The County may terminate this Contract and is relieved of the payment of any consideration to the Contractor should the Contractor fail to perform the covenants herein contained at the time and in the manner herein provided. The Contractor shall be notified in a timely manner of default and provided 30 days in which to remedy the default. If at the end of the 30 days, if remedy is not made or does not satisfy the default, the County shall notify the Contractor of the breach and thereby the termination of this Contract. In the event of such termination, the County may proceed with the work in any manner deemed proper by the County. The cost to the County shall be deducted from any sum due the Contractor under this agreement and the balance, if any, shall be retained by the County.

Termination for Cause and Convenience

In the event the Contractor fails to perform in accordance with the terms of this Contract within the time specified, if any, or a reasonable time after placement of this order, the County Purchasing Agent may by written notice, cancel this Contract and may hold the Contractor liable for any damage caused the County by reason of failure to perform in accordance with these conditions.

It is agreed by the parties to this Contract that in case all the work called for under the Contract in all parts and requirements is not finished or completed within the time period as set forth in this Contract, damage will be sustained by the County of Butte, and that it is and will be difficult or impossible to ascertain and determine that actual damage which the County will sustain in the event of and by reason of such delay; and it is therefore agreed that the Contractor shall pay to the County the sum of one hundred dollars (\$100) per calendar day for each and every working days' delay in finishing the work in excess of the time period prescribed; and the Contractor agrees to pay said liquidated damages as herein provided, and in case the same is not paid, agrees that the County may deduct the amount thereof from any money due or that may become due the Contractor under this Contract or any other Contract between the County and the Contractor.

2. Equal Employment Opportunity. As provided under 41 CFR § 60-1.4(b)

Key Definitions

Federally Assisted Construction Contract. The regulation at 41 C.F.R. § 60-1.3 defines a "federally assisted construction contract" as any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any Federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the Government for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work.

Construction Work. The regulation at 41 C.F.R. § 60-1.3 defines "construction work" as the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.

During the performance of this Contract, the Contractor agrees as follows:

- (1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action will include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for

training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- (2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- (4) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and will post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (8) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

The Contractor further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The Contractor agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The Contractor further agrees that it will refrain from entering into any contract or contract modification subject

to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the Contractor agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant, and refer the case to the Department of Justice for appropriate legal proceedings.

3. Davis-Bacon Act

Compliance with the Davis-Bacon Act.

- a. All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.
- b. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.
- c. Additionally, contractors are required to pay wages not less than once a week.

4. Copeland "Anti-Kickback" Act

The Copeland "Anti-Kickback" Act (40 U.S.C. 3145) provides that the County and the Contractor shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The County must report all suspected or reported violations to the Federal awarding agency.

- (1) Contractor. The Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this Contract.
- (2) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these Contract clauses.

Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

5. Compliance with the Contract Work Hours and Safety Standards Act 40 U.S.C. 3701-3708

- (1) Overtime requirements. No contractor or subcontractor contracting for any part of the Contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

- (3) Withholding for unpaid wages and liquidated damages. The County shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
- (4) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (5) of this section.

6. Rights to Inventions Made Under a Contract or Agreement

If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the County or the Contractor wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the County or the Contractor must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

- (1) The regulation at 37 C.F.R. § 401.2(a) currently defines "funding agreement" as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.

7. Clean Air Act and the Federal Water Pollution Control Act

The Contractor and the County agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Clean Air Act

- (1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- (2) The Contractor agrees to report each violation to County and understands and agrees that County will, in turn, report each violation as required to assure notification to the Cal OES, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (3) The Contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

- (1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- (2) The Contractor agrees to report each violation to County and understands and agrees that County will, in turn, report each violation as required to assure notification to the Cal OES, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

- (3) The Contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FEMA.

8. Energy Efficiency

- (1) Contractor will comply with all standards and policies relating to energy efficacy which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).

9. Suspension and Debarment

The County does not employ vendors or contractors who are listed on the National World Wide Web Site System for Award Management (sam.gov) by Federal General Services Administration (GSA) for the purpose of disseminating information on parties that are debarred from receiving Federal contracts, certain subcontracts, and certain Federal financial and nonfinancial assistance and benefits, pursuant to the provisions of 31 U.S.C. 6101, note, E.O. 12549, E.O. 12689, 48 CFR 9.404, and each agency's codification of the Common Rule for Non-procurement suspension and debarment.

- (1) This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Contractor is required to verify that none of the Contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (2) The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (3) This certification is a material representation of fact relied upon by the County. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any Contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions."

10. Byrd Anti-Lobbying Amendment 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.
APPENDIX A, 44 C.F.R. PART 18 - CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements (To be submitted with each bid or offer exceeding \$100,000) the Contractor will use the following certification:

The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of

Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form- LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, Contractor understands and

agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

11. Procurement of Recovered Materials

In the performance of this Contract, the Contractor shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired-

- (i) Competitively within a timeframe providing for compliance with the contract performance schedule;
- (ii) Meeting contract performance requirements; or
- (iii) At a reasonable price.

Information about this requirement is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program> . The list of EPA-designate items is available at <https://www.epa.gov/smm/comprehensive-procurement-guidelines-construction-products> ."

The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

12. Domestic Preferences for Procurements

(a) As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

(b) For purposes of this section:

- (1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
- (2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

13. Prohibition On Certain Telecommunications And Video Surveillance Services Or Equipment

(a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

- (1) Procure or obtain;

(2) Extend or renew a contract to procure or obtain; or

(3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(b) In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

(c) See [Public Law 115-232](#), section 889 for additional information.

(d) See also § 200.471.

14. Telecommunication Costs and Video Surveillance Costs

(a) Costs incurred for telecommunications and video surveillance services or equipment such as phones, internet, video surveillance, cloud servers are allowable except for the following circumstances:

(b) Obligating or expending covered telecommunications and video surveillance services or equipment or services as described in § 200.216 to:

(1) Procure or obtain, extend or renew a contract to procure or obtain;

(2) Enter into a contract (or extend or renew a contract) to procure; or

(3) Obtain the equipment, services, or systems.

15. Additional FEMA Requirements

Changes

Changes to this Contract may only be approved by written amendment to this Contract. No alteration or variation of any term or condition of this agreement shall be valid unless made in writing, signed by the parties hereto in accordance with COUNTY Policies and Procedures. No oral understanding or agreement not incorporated as a duly authorized written amendment shall be binding on any of the parties hereto.

Access to Records

The following access to records requirements apply to this Contract:

- (1) The Contractor agrees to provide Cal OES, the County, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representative's access to any books, documents, papers, and records of the Contractor which are directly pertinent to this Contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- (2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- (3) The Contractor agrees to provide the FEMA Administrator or his authorized representatives' access to construction or other work sites pertaining to the work being completed under the Contract.
- (4) In compliance with the Disaster Recovery Act of 2018, the County and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

16. Department of Homeland Security (DHS) Seal, Logo and Flags

The Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre- approval.

17. Compliance with Federal Law, Regulations, and Executive Orders

This is an acknowledgement that FEMA financial assistance will be used to fund the Contract only. The Contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

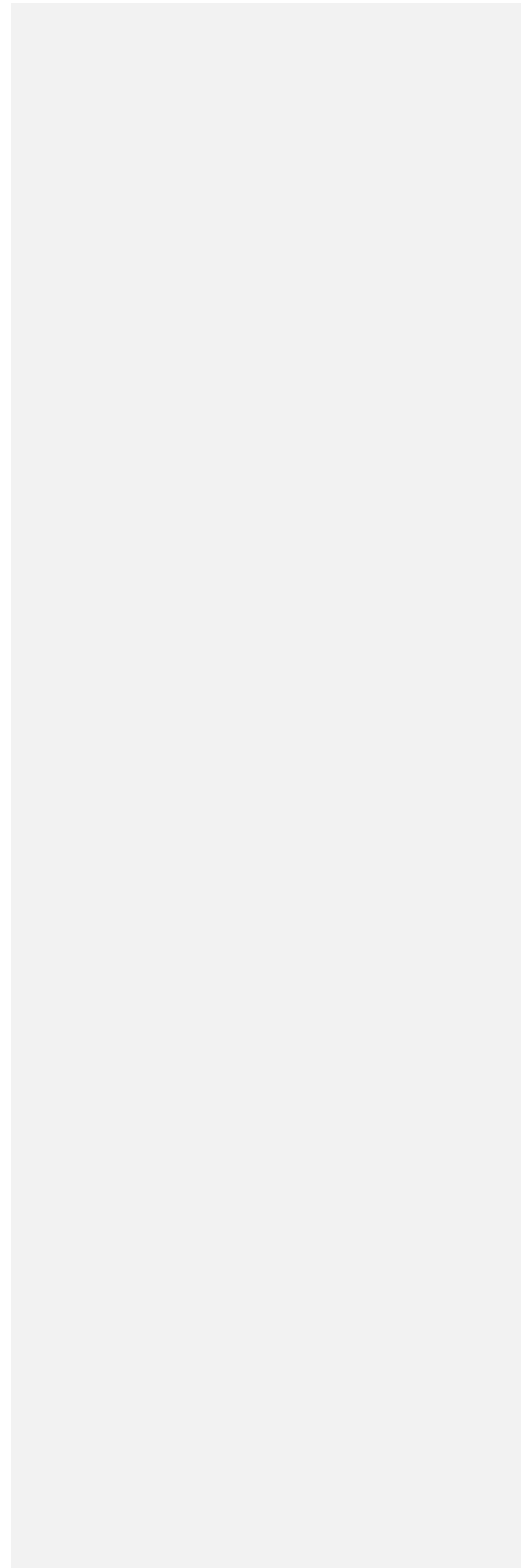
18. No Obligation by Federal Government.

The Federal Government is not a party to this Contract and is not subject to any obligations or liabilities to the non-Federal entity, Contractor, or any other party pertaining to any matter resulting from the Contract.

19. Program Fraud and False or Fraudulent Statements or Related Acts

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this Contract.

By execution of this CONTRACT including this Attachment V the Contractor certifies that compliance with all the stated regulatory requirements as stipulated and where action is appropriate and required as a means of compliance, shall endeavor in good faith to conform to regulations and in no way are they connected to any federal, state or local debarment proceedings.



Project Manager Consultant Proposal:

Explore Butte County

TO:

Carolyn Denero

Executive Director | EBC

John Pearson

Pearson Collaborative Project

16 Goldeneye Court.

Chico, CA 95928

530.966.1185

john@pearsoncollaborativeproject.com

GREETING

Thank you for the opportunity to collaborate with you and Explore Butte County. I believe this is perfect timing to begin working together. I have recently stepped out of my role as Executive Director for Chico Velo and am looking to put my skills to good use in helping to build our region as an unmatched destination. Included below is the outline of a phased approach and cost summary for my services as a Project Manager.

WHO I AM

I build and seek to inspire teams which transform organizations and deliver world-class experiences that create authentic connections with audiences. I have been on the Board and co-chaired the Marketing Committee for Explore Butte County for the last three years. It is through this and the many other roles I've been a part of in Butte County, that bring a strong awareness of brand identity and how to build positive and productive relationships

WHAT I DO

I have always been passionate about leading teams and organizations to reach new performance levels and surpass their own expectations. As the executive director of Chico Velo, I developed a strong organizational foundation that elevated the operational effectiveness of a 40-year nonprofit organization. My creative problem solving, and strong leadership was able to grow, rebrand and rebuild a stalled organization during its two most challenging years. During my almost 10 years at Sierra Nevada Brewing Co., I was instrumental in helping to build a bi-coastal Guest Experience Department. This work and department became a driving force for local tourism and an international promotional brand platform.

HOW I DO IT

I champion initiatives that ensure the inclusive growth of our communities and the protection and stewardship of our environment. I believe it is through collaboration and open honest communication that we can build common interests and shared goals. I take pride in developing a space that is conducive to growth and psychological safety. I connect people to a common goal and a higher vision. It's my energy and excitement that keeps people motivated and allows people to authentically believe in a bigger picture.

COLLABORATION SUMMARY

With the continued success of Explore Butte County (EBC) and its partners, there is an immediate need for program and project management support to complete the projects currently slated for 2022 and beyond. EBC has built its reputation on being able to deliver high-level professional content in a timely fashion. After the initial research and discovery phase, each project will be approached as individual projects with their own budgets and timelines.

PROJECT SUMMARY

In partnership with Explore Butte County (EBC), a project manager consultant or Project Manager (PM) will help by taking on and leading a variety of projects with their own budgets and deadlines. Based on preliminary conversations with EBC the Project Manager will begin by coordinating the creation and management of three main programs:

- Chico Branding and Tourism Committee (EBC + City of Chico ARPA)
- Creation of a Butte County Film Commission (EBC)
- Wayfinding Signage Master Plan (County ARPA)

Each project will consist of four phases:

- R&D
- Design Programming
- Stakeholder Cooperation and Implementation
- Management and Support

The programs listed above will be the initial focus of time and energy for the PM; however, tasks and projects are not limited to only these three. Upon preliminary review and working with EBC, Addendum A has been produced with a more detailed outline of timelines and scope of work for each project to be delivered in 2022.

TERM

This Agreement shall be effective as of 1/13/22 and shall continue in full force for a minimum of 6 consecutive months. EBC and the PM may negotiate to extend the term of this Agreement and the terms and conditions under which the relationship shall continue.

TERMINATION

EBC or the PM may terminate this Agreement after giving written notice for any reason. An early termination fee of \$5,000 is payable to the Project Manager in the case of early termination.

COMPENSATION

Based on the Scope of Work provided to PC by EBC, for three distinct projects to be delivered upon in 2022, as outlined in Attachment A, the project management budget is \$61,800.

A deposit of \$5,000 shall be paid upon approval of the Agreement by the EBC Board of Directors. Monthly invoices will begin the following month for all work completed in each preceding month.

Client will be billed for any hard costs incurred at the value of those expenses. Any and all expenses to be paid by PM must be pre-approved by EBC for reimbursement.

Task	Description	Budget
Project Management	<ul style="list-style-type: none">Chico Branding and Tourism CommitteeCreation of a Butte County Film CommissionWayfinding Signage Master Plan \$100 hr.	\$5,150 per month
TOTAL		\$5,150 per month
Mileage Reimbursement for Travel	IRS Rate 2022	58.5 cents per mile
Hospitality and Travel Reimbursement	EBC will reimburse for all reasonable and necessary hospitality and travel expenditures, which are directly related to the consulting services including, but are not limited to, meals and travel.	Variable

Thank you for this opportunity. I look forward to diving into these projects with you and helping to take EBC and Butte County to the next level. Please let me know what questions come up. I am committed to a positive collaboration between us.

John Pearson

Pearson Collaborative Project

16 Goldeneye Court.

Chico, CA 95928

530.966.1185

john@pearsoncollaborativeproject.com

Approval to Proceed

Signature

Date

ADDENDUM A

The project cost specified in the attached contract is based on the top line project information and scope of work presented to the PM by EBC. Understanding that each project will have its own timeline, deliverables, and work flow the following is the scope of work for each project through the end of 2022 that the PM shall deliver upon.

- A. Chico Tourism Brand + Chico Tourism Project Manager
 - a. Chico Tourism Brand: Act as primary liaison between EBC, City of Chico, tourism stakeholders, and Advertising Agency to build a tourism brand for Chico.
 - i. 2/28 – all initial meetings completed to begin brand work by 3/1
 - ii. 5/31 – first draft of brand ready for stakeholder group to review
 - iii. 6/30 – final draft of Chico Tourism Brand, Implementation Guide, and Content and Communication Plan presented to city
 - iv. 8/15 – asset plan developed for seasonal imagery/videography to meet the 2023 deadlines
 - v. 12/31 – tourism website/page(s) wireframe built for deployment in 2023
 - b. Chico Tourism Project Manager: To act as the Chico Tourism Committee coordinator to move forward all project priorities set by committee each year.
 - i. Coordinate and attend monthly meetings
 - ii. April – Lodging partnership for Chico Velo Wildflower Century Ride
 - iii. 6/30 – final draft of Chico Tourism Brand, Implementation Guide, and Content and Communication Plan
- B. Wayfinding Signage Master Plan
 - a. 5/31 – Create and distribute RFP for company to create wayfinding signage master plan. Compile comprehensive list of vendors who can create wayfinding signage master plan.
 - b. 6/30 – Create tourism-centered economic reporting “sales” documents to be used to work with all Butte County jurisdictions for buy-in of signage plan
 - c. 12/31 – All jurisdiction/stakeholder meetings will be completed with hired signage firm
- C. Butte County Filming Permit & Film Commission
 - a. 6/30 – Preliminary research of current countywide processes & procedures, research of other destination film permitting processes, and preliminary research of other film commissions
 - b. 12/31 – Final recommendation for a unified permitting process and film commission proposal

John Pearson
Pearson Collaborative Project
16 Goldeneye Ct.
Chico, CA 95928

1/10/22

Dear Carolyn Denero,

I am writing to inform you that I have decided to step down from the Board of Directors, and my seat as co-chair of the Marketing Committee, at Explore Butte County (EBC), effective at the 1/13/22 Board Meeting.

I am no longer the Executive Director at Chico Velo and currently looking at other opportunities to collaborate in the community, making this the right time to step down as a Director at Large. I would like to request to stay on as an advisor to continue to play a part of the next phase at EBC.

Thank you so much to the experience over the last three years and the opportunity to contribute during such formative times at EBC. It has been a transformative experience and I look forward to working with EBC, it's team and partners in the future.

Sincerely,

John Pearson



Explore Butte County
P.O. Box 2154
Chico, CA 95927

ExploreButteCounty.com

Board of Directors

Analise Uhrig
Chico – Secretary

Bruce Spangler
Oroville – President

Haroon Saddique
Paradise

Jasmin Wilson
Oroville

John Pearson
At Large

Mohammad Billah
Chico – Treasurer

Nicole Johansson
At Large

Tamba Sellu
Chico

Advisors to the Board

Colette Curtis
Paradise

Heather Ugie
Chico

Holly Jorgensen
Oroville

Jennifer Leonard
Unincorporated

Marci Shadd
Biggs

Melanie Bassett
Chico

Melissa Schuster
Paradise

Victoria Anton
Oroville

EXPLORE BUTTE COUNTY – MARKETING COMMITTEE MEETING

Wednesday, November 24, 2021

12:00 p.m. – 1:00 p.m.

Meeting via Zoom

<https://us02web.zoom.us/j/86404709516?pwd=VGpReU90Z2xSNWQ0SjJmMVVzdXlZUT09>

Meeting ID: 864 0470 9516

Passcode: 005757

AGENDA

PURPOSE: The marketing committee meets to review and recommend overall marketing budget and strategy for Explore Butte County.

COMMITTEE MEMBERS: Nicole Johansson (co-chair), John Pearson (co-chair) Bruce Spangler, Jennifer Leonard, Analise Uhrig, Colette Curtis (maternity leave), Holly Jorgensen, Marci Shadd, Melissa Schuster, Tamba Sellu*, Haroon Saddique*, Carolyn Denero

AGENDA

1. 2022 Media Plan & Budget Review
 - a. Discussion about draft plan, deliverables, partnerships & budget
 - b. Timeline and workflow
 - c. How to engage partners
2. Hike Butte Pass
 - a. What will happen in 2022
 - i. Updated creative?
3. Restaurant & Museum Weekend Activations
4. Review of SOFT campaign results
5. Brand Work
 - a. Group work, updated timeline



Explore Butte County
P.O. Box 2154
Chico, CA 95927

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Victoria Anton
Oroville

EXPLORE BUTTE COUNTY – MARKETING COMMITTEE MEETING

Wednesday, November 24, 2021

12:00 p.m. – 1:00 p.m.

Meeting via Zoom

MINUTES

PURPOSE: The marketing committee meets to review and recommend overall marketing budget and strategy for Explore Butte County.

COMMITTEE MEMBERS: Nicole Johansson (co-chair), John Pearson (co-chair) Bruce Spangler, Jennifer Leonard, Analise Uhrig, Colette Curtis (maternity leave), Holly Jorgensen, Marci Shadd, Melissa Schuster, Tamba Sellu*, Haroon Saddique*, Carolyn Denero

* New to Committee

AGENDA

1. 2022 Media Plan & Budget Review [Draft - 2022 Marketing Programs](#)
 - a. Discussion about draft plan, deliverables, partnerships & budget
 - b. Timeline and workflow
 - c. How to engage partners
2. Hike Butte Pass
 - a. The #HikeButteCA Pass expires Dec. 31, 2021, and the information goes away. People can pick up their swag through 1/31/22, but otherwise the pass is inactive.
 - b. After research and trails review, a Bike Butte Pass is not the right move for EBC for 2022. However an outdoor adventure pass should be created that covers a variety of recreation and includes savings.
 - c. EBC team working on updated profile and detail for proposal to committee for a March 2022 launch.
3. Restaurant & Museum Weekend Activations
 - a. 2021 Restaurant Week Review [EBC21.110 Restaurant Week 2021](#)
 - i. Staff is working with PCo on the ad campaign for Restaurant Week 2022. The campaign will be

- similar to prior years with main messaging about pricing specials of \$15 and \$25. Television, radio, and digital advertising will be primary outlets.
 - 1. Market is primarily locals.
 - 2. Hope to have more participating restaurants than previous years.
- b. 2021 Museum Weekend Review [EBC - Museum Weekend'21 - Wrap Report](#)
 - i. The Museum group has been actively participating in creating another Museum Weekend event for 2022.
 - 1. EBC has asked that they coordinate themselves so that we can just work on creating messaging.
 - 2. EBC will invest in photography for those participating in 2022 to add content to our owned channels and offer the museums better assets to raise the content for the area.
- 4. Review of SOFT campaign results [EBC Campaign for SOFT Farm & Wine Pass: Wrap Report](#)
 - a. Reviewed the success of using Bandwango for the SOFT passport this year.
 - i. EBC staff spent much more time than expected to ensure the pass worked as needed.
- 5. Brand Work
 - a. A small working group has been asked to help refresh the marks of the EBC brand. The group will be meeting in December and the marketing committee will be asked to be the focus group once concepts are ready for review.
- 6. Not agendized
 - a. Denero will send a survey to marketing committee members to better understand how to use the committee effectively as there are a lot of people currently serving on the committee now.
 - b. Review of results at December meeting