

**SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**



ITEM: 3.25
(ID # 18428)

MEETING DATE:

Tuesday, March 22, 2022

FROM : OFFICE OF ECONOMIC DEVELOPMENT:

SUBJECT: OFFICE OF ECONOMIC DEVELOPMENT: Authorize the use of American Rescue Plan (ARPA) funding, in the amount of \$2,161,375, to fund the Riverside County Tourism Recovery Campaign and Approve Professional Services Agreements with Tourism and Hospitality Organizations, without seeking competitive bids. All Districts. [\$2,161,375 - 100% United States Department of Treasury's ARPA funds] (CEQA Exempt)

RECOMMENDED MOTION: That the Board of Supervisors:

1. Find that the project is exempt under the California Environmental Quality Act (CEQA) pursuant to State CEQA Guidelines Sections 15061(b)(3) and 15301; and
2. Direct the Riverside County Office of Economic Development to continue administration of the Riverside County Tourism Recovery Campaign to support and rebuild the tourism and hospitality industry as a result of negative impacts from the COVID-19 pandemic by allocating funding for tourism efforts in the county; and
3. Authorize \$2,161,375, from the County of Riverside's Economic Recovery American Rescue Plan Act allocation, to be used for the Tourism Recovery Campaign; and
4. Approve the two attached Agreements for the Tourism Recovery Campaign, in a total amount not to exceed \$2,161,375, through December 31, 2024, with Visit Greater Palm Springs for an aggregate amount of \$1,759,375, and Temecula Valley Convention and Visitors Bureau for an aggregate amount of \$402,000, without seeking competitive bids; and authorize the Chair of the Board of Supervisors to sign the two Agreements on behalf of the County; and
5. Authorize the Director of Riverside County Office of Economic Development, or designee, to take all necessary steps to implement and administer the Tourism Recovery Program including, signing subsequent, necessary, and related documents to implement the Programs, subject to approval as to form by County Counsel; and
6. Approve and direct the Auditor-Controller to make budget adjustments as shown on Schedule A.

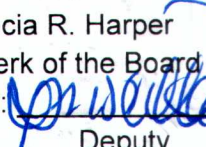
ACTION:


Suzanne Holland, Director of Office of Economic Development 3/8/2022

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Washington, seconded by Supervisor Perez and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Spiegel, Washington, Perez and Hewitt
Nays: None
Absent: None
Date: March 22, 2022
xc: O.E.D.

Kecia R. Harper
Clerk of the Board
By: 
Deputy

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FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 2,161,375	\$ 0	\$ 2,161,375	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: 100% American Rescue Plan Act of 2021 (ARPA)			Budget Adjustment: Yes	
			For Fiscal Year: 21/22–24/25	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

On March 11, 2021, the American Rescue Plan (ARPA) was signed into law by the President. ARPA funds are intended to provide support to State, local, and Tribal governments in responding to the impact of COVID-19 and in their efforts to contain COVID-19 in their communities, residents, and businesses. The Fiscal Recovery Funds build on and expand the support provided to these governments over the last year, including through the Coronavirus Aid, Relief, and Economic Security Act (CARES Act). On May 17, 2021, Riverside County received \$239,937,299 as a first installment of its American Rescue Plan Act funding allocation estimated in total at \$439 million.

On October 6, 2020, the Board of Supervisors authorized the creation of the Riverside County Tourism Recovery Campaign to support rebuilding of the county’s tourism industry which suffered negative economic impacts as a result of the COVID-19 pandemic. The effort allocated \$1.5 million of CARES Act funds for the campaign which provided funding for the tourism and visitors bureaus in the county to fund marketing and promotional campaigns along with the purchase of personal protective equipment and facility improvements.

The Riverside County Office of Economic Development is proposing to use \$2,161,375 of the County’s Economic Recovery ARPA allocation of \$36 million, to continue supporting the County Tourism Recovery Campaign and help rebuild the designated impacted industry as a result of the ongoing negative impacts from the COVID-19 pandemic. This continued program will provide funding for the Visit Greater Palm Springs and Temecula Valley Convention & Visitors Bureau (dba Visit Temecula Valley) whose primary functions are to grow tourism and convention/conference activities in the county and support the hospitality industry. Both organizations have action plans which includes detailed information on how the money will be utilized and consistent with the overall program objective. Throughout the program time frame, each organization will provide reporting on the impact the Tourism Recovery Campaign is having in their region. These organizations are the regional destination marketing organizations and resources for visitors in their respective regions of the county. They are also the main source of tourism promotion efforts in the Coachella Valley and southwest Riverside County and have proven track records of tourism efforts throughout the region.

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Tourism has historically been a critical component of Riverside County's economy with its direct and indirect job creation, sales tax revenue, and transient occupancy tax revenue. The tourism and hospitality sector is one of the most negatively impacted industries in Riverside County by COVID-19. Visit California, the State's official destination marketing organization, contracts with Dean Runyan Associates to study the travel industry economy across the state of California, including detailed economic impact in Riverside County. In 2021, Visit California released an economic impact study on California's travel industry for 2020 and prior years. The study estimated that in 2019, the hospitality industry generated 86,600 direct jobs for Riverside County. Due to COVID-19 an estimated 19% (16,720) of those jobs were lost with the majority of work in frontline occupations. The report noted that direct travel spending in Riverside County was down by 39.2% from 2020, a \$3.5 Billion loss to the industry.

This funding will assist the ARPA designated impacted industry of travel, tourism, and hospitality industries recovery, allow these organizations to focus resources on the region's economic recovery and compete effectively for travelers and convention activity.

Impact on Residents and Businesses

The proposed funding for tourism is expected to have a positive impact on the entire county, including its businesses and residents. Tourism affects most sectors of the economy and contributes to sales and transient occupancy tax revenues, jobs, and income.

Additional Fiscal Information

The proposed Tourism Recovery Campaign will be funded entirely by the U.S. Department of Treasury ARPA funding and will not impact the County's General Fund.

PROFESSIONAL SERVICE AGREEMENT

for

THE RIVERSIDE COUNTY TOURISM RECOVERY CAMPAIGN

between

COUNTY OF RIVERSIDE

and

VISIT GREATER PALM SPRINGS



MAR 22 2022 3.25

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This Agreement, made and entered into this _____ day of March, 2022, is by and between VISIT GREATER PALM SPRINGS, (herein referred to as "CONTRACTOR"), a Joint Powers Authority, and the COUNTY OF RIVERSIDE, a political subdivision of the State of California, (herein referred to as "COUNTY"). The parties agree as follows:

1. **Description of Services**

1.1 CONTRACTOR shall provide all services as outlined and specified in Exhibit A, Scope of Service.

1.2 CONTRACTOR represents that it has the skills, experience, and knowledge necessary to perform under this Agreement and the COUNTY relies upon this representation. CONTRACTOR shall perform to the satisfaction of the COUNTY and in conformance to and consistent with the highest standards of firms/professionals in the same discipline in the State of California.

1.3 CONTRACTOR affirms that it is fully apprised of all of the work to be performed under this Agreement; and the CONTRACTOR agrees it can properly perform this work as stated in Exhibit A. CONTRACTOR is not to perform services or provide products outside of the Agreement.

1.4 Acceptance by the COUNTY of the CONTRACTOR's performance under this Agreement does not operate as a release of CONTRACTOR's responsibility for full compliance with the terms of this Agreement.

2. **Period of Performance**

2.1 This Agreement shall be effective upon signature of this Agreement by both parties and continues in effect through December 31, 2024, unless terminated earlier. CONTRACTOR shall commence performance upon signature of this Agreement by both parties and shall diligently and continuously perform thereafter. The Riverside County Board of Supervisors is the only authority that may obligate the County for a non-cancelable multi-year agreement.

3. **Compensation**

3.1 The COUNTY shall pay the CONTRACTOR for services performed, products provided, and expenses incurred in accordance with the terms in Exhibit A, Scope of Service. Maximum payments by COUNTY to CONTRACTOR shall not exceed ONE MILLION SEVEN HUNDRED AND FIFTY-NINE THOUSAND THREE HUNDRED AND SEVENTY-FIVE DOLLARS (\$1,759,375.00) including all expenses and shall be paid upon execution of this Agreement. All funds must be obligated by December 31, 2024, in accordance with the American Rescue Plan Act of 2021 (ARPA). The COUNTY is not responsible

for any fees or costs incurred above or beyond the contracted amount and shall have no obligation to purchase any specified amount of services or products. Unless otherwise specifically stated in Exhibit A, COUNTY shall not be responsible for payment of any of CONTRACTOR's expenses related to this Agreement.

4. Monthly Reporting

4.1 CONTRACTOR shall provide monthly reporting detailing the expenditure of funds, meeting of milestones, and overall successes in accordance with Exhibit A.

5. Alteration or Changes to the Agreement

5.1 The Board of Supervisors and the COUNTY Purchasing Agent and/or his designee is the only authorized COUNTY representatives who may at any time, by written order, alter this Agreement. If any such alteration causes an increase or decrease in the cost of, or the time required for the performance under this Agreement, an equitable adjustment shall be made in the Agreement price or delivery schedule, or both, and the Agreement shall be modified by written amendment accordingly.

5.2 Any claim by the CONTRACTOR for additional payment related to this Agreement shall be made in writing by the CONTRACTOR within 30 days of when the CONTRACTOR has or should have notice of any actual or claimed change in the work, which results in additional and unanticipated cost to the CONTRACTOR. If the COUNTY Purchasing Agent decides that the facts provide sufficient justification, he may authorize additional payment to the CONTRACTOR pursuant to the claim. Nothing in this section shall excuse the CONTRACTOR from proceeding with performance of the Agreement even if there has been a change.

6. Termination

6.1 COUNTY may terminate this Agreement without cause upon thirty (30) days written notice served upon the CONTRACTOR stating the extent and effective date of termination.

6.2 COUNTY may, upon five (5) days written notice terminate this Agreement for CONTRACTOR's default, if CONTRACTOR refuses or fails to comply with the terms of this Agreement or fails to make progress that may endanger performance and does not immediately cure such failure. In the event of such termination, the COUNTY may proceed with the work in any manner deemed proper by COUNTY.

6.3 After receipt of the notice of termination, CONTRACTOR shall:

- (a) Stop all work under this Agreement on the date specified in the notice of termination; and

(b) Transfer to COUNTY and deliver in the manner as directed by COUNTY any materials, reports or other products, which, if the Agreement had been completed or continued, would have been required to be furnished to COUNTY.

6.4 After termination, COUNTY shall make payment only for CONTRACTOR's performance up to the date of termination in accordance with this Agreement.

6.5 CONTRACTOR's rights under this Agreement shall terminate (except for fees accrued prior to the date of termination) upon dishonesty or a willful or material breach of this Agreement by CONTRACTOR; or in the event of CONTRACTOR's unwillingness or inability for any reason whatsoever to perform the terms of this Agreement. In such event, CONTRACTOR shall not be entitled to any further compensation under this Agreement.

6.6 If the Agreement is federally or State funded, CONTRACTOR cannot be debarred from the System for Award Management (SAM). CONTRACTOR must notify the COUNTY immediately of a debarment. Reference: System for Award Management (SAM) at <https://www.sam.gov> for Central Contractor Registry (CCR), Federal Agency Registration (Fedreg), Online Representations and Certifications Application, and Excluded Parties List System (EPLS)). Excluded Parties Listing System (EPLS) (<http://www.epls.gov>) (Executive Order 12549, 7 CFR Part 3017, 45 CFR Part 76, and 44 CFR Part 17). The System for Award Management (SAM) is the Official U.S. Government system that consolidated the capabilities of CCR/FedReg, ORCA, and EPLS.

6.7 The rights and remedies of COUNTY provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or this Agreement.

7. **Ownership/Use of Contract Materials and Products**

7.1 The CONTRACTOR agrees that all materials, reports or products in any form, including electronic, created by CONTRACTOR for which CONTRACTOR has been compensated by COUNTY pursuant to this Agreement shall be the sole property of the COUNTY. The material, reports or products may be used by the COUNTY for any purpose that the COUNTY deems to be appropriate, including, but not limit to, duplication and/or distribution within the COUNTY or to third parties. CONTRACTOR agrees not to release or circulate in whole or part such materials, reports, or products without prior written authorization of the COUNTY, except as required in performing the services described in Exhibit A.

8. **Conduct of Contractor**

8.1 The CONTRACTOR covenants that it presently has no interest, including, but not limited to, other projects or contracts, and shall not acquire any such interest, direct or indirect, which would conflict in

any manner or degree with CONTRACTOR's performance under this Agreement. The CONTRACTOR further covenants that no person or subcontractor having any such interest shall be employed or retained by CONTRACTOR under this Agreement. The CONTRACTOR agrees to inform the COUNTY of all the CONTRACTOR's interests, if any, which are or may be perceived as incompatible with the COUNTY's interests.

8.2 The CONTRACTOR shall not, under circumstances which could be interpreted as an attempt to influence the recipient in the conduct of his/her duties, accept any gratuity or special favor from individuals or firms with whom the CONTRACTOR is doing business or proposing to do business, in accomplishing the work under this Agreement.

8.3 The CONTRACTOR or its employees shall not offer gifts, gratuity, favors, and entertainment directly or indirectly to COUNTY employees.

9. **Inspection of Service; Quality Control/Assurance**

9.1 All performance (which includes services, workmanship, materials, supplies and equipment furnished or utilized in the performance of this Agreement) shall be subject to inspection and test by the COUNTY or other regulatory agencies at all times. The CONTRACTOR shall provide adequate cooperation to any inspector or other COUNTY representative to permit him/her to determine the CONTRACTOR's conformity with the terms of this Agreement. If any services performed or products provided by CONTRACTOR are not in conformance with the terms of this Agreement, the COUNTY shall have the right to require the CONTRACTOR to perform the services or provide the products in conformance with the terms of the Agreement at no additional cost to the COUNTY. When the services to be performed or the products to be provided are of such nature that the difference cannot be corrected; the COUNTY shall have the right to: (1) require the CONTRACTOR immediately to take all necessary steps to ensure future performance in conformity with the terms of the Agreement; and/or (2) reduce the Agreement price to reflect the reduced value of the services performed or products provided. The COUNTY may also terminate this Agreement for default and charge to CONTRACTOR any costs incurred by the COUNTY because of the CONTRACTOR's failure to perform.

9.2 CONTRACTOR shall establish adequate procedures for self-monitoring and quality control and assurance to ensure proper performance under this Agreement; and shall permit a COUNTY representative or other regulatory official to monitor, assess, or evaluate CONTRACTOR's performance under this Agreement at any time, upon reasonable notice to the CONTRACTOR.

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10. Independent Contractor/Employment Eligibility

10.1 The CONTRACTOR is, for purposes relating to this Agreement, an independent contractor and shall not be deemed an employee of the COUNTY. It is expressly understood and agreed that the CONTRACTOR (including its employees, agents, and subcontractors) shall in no event be entitled to any benefits to which COUNTY employees are entitled, including but not limited to overtime, any retirement benefits, worker's compensation benefits, and injury leave or other leave benefits. There shall be no employer-employee relationship between the parties; and CONTRACTOR shall hold COUNTY harmless from any and all claims that may be made against COUNTY based upon any contention by a third party that an employer-employee relationship exists by reason of this Agreement. It is further understood and agreed by the parties that CONTRACTOR in the performance of this Agreement is subject to the control or direction of COUNTY merely as to the results to be accomplished and not as to the means and methods for accomplishing the results.

10.2 CONTRACTOR warrants that it shall make its best effort to fully comply with all federal and state statutes and regulations regarding the employment of aliens and others and to ensure that employees performing work under this Agreement meet the citizenship or alien status requirement set forth in federal statutes and regulations. CONTRACTOR shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by federal or state statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. CONTRACTOR shall retain all such documentation for all covered employees, for the period prescribed by the law.

10.3 Ineligible Person shall be any individual or entity who: Is currently excluded, suspended, debarred or otherwise ineligible to participate in the federal health care programs; or has been convicted of a criminal offense related to the provision of health care items or services and has not been reinstated in the federal health care programs after a period of exclusion, suspension, debarment, or ineligibility.

10.4 CONTRACTOR shall screen prospective Covered Individuals prior to hire or engagement. CONTRACTOR shall not hire or engage any Ineligible Person to provide services directly relative to this Agreement. CONTRACTOR shall screen all current Covered Individuals within sixty (60) days of execution of this Agreement to ensure that they have not become Ineligible Persons unless CONTRACTOR has performed such screening on same Covered Individuals under a separate agreement with COUNTY within the past six (6) months. Covered Individuals shall be required to disclose to CONTRACTOR immediately any debarment, exclusion or other event that makes the Covered Individual an Ineligible

Person. CONTRACTOR shall notify COUNTY within five (5) business days after it becomes aware if a Covered Individual providing services directly relative to this Agreement becomes debarred, excluded or otherwise becomes an Ineligible Person.

10.5 CONTRACTOR acknowledges that Ineligible Persons are precluded from providing federal and state funded health care services by contract with COUNTY in the event that they are currently sanctioned or excluded by a federal or state law enforcement regulatory or licensing agency. If CONTRACTOR becomes aware that a Covered Individual has become an Ineligible Person, CONTRACTOR shall remove such individual from responsibility for, or involvement with, COUNTY business operations related to this Agreement.

10.6 CONTRACTOR shall notify COUNTY within five (5) business days if a Covered Individual or entity is currently excluded, suspended or debarred, or is identified as such after being sanction screened. Such individual or entity shall be promptly removed from participating in any activity associated with this Agreement.

11. Subcontract for Work or Services

11.1 No contract shall be made by the CONTRACTOR with any other party for furnishing any of the work or services under this Agreement without the prior written approval of the COUNTY; but this provision shall not require the approval of contracts of employment between the CONTRACTOR and personnel assigned under this Agreement, or for parties named in the proposal and agreed to under this Agreement.

12. Disputes

12.1 The parties shall attempt to resolve any disputes amicably at the working level. If that is not successful, the dispute shall be referred to the senior management of the parties. Any dispute relating to this Agreement, which is not resolved by the parties, shall be decided by the COUNTY's Purchasing Department's Compliance Contract Officer who shall furnish the decision in writing. The decision of the COUNTY's Compliance Contract Officer shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary, or so grossly erroneous to imply bad faith. The CONTRACTOR shall proceed diligently with the performance of this Agreement pending the resolution of a dispute.

12.2 Prior to the filing of any legal action related to this Agreement, the parties shall be obligated to attend a mediation session in Riverside County before a neutral third party mediator. A second mediation

session shall be required if the first session is not successful. The parties shall equally share the cost of the mediations.

13. Licensing and Permits

13.1 CONTRACTOR shall comply with all State or other licensing requirements, including but not limited to the provisions of Chapter 9 of Division 3 of the Business and Professions Code. All licensing requirements shall be met at the time proposals are submitted to the COUNTY. CONTRACTOR warrants that it has all necessary permits, approvals, certificates, waivers and exemptions necessary for performance of this Agreement as required by the laws and regulations of the United States, the State of California, the County of Riverside and all other governmental agencies with jurisdiction, and shall maintain these throughout the term of this Agreement.

14. Use By Other Political Entities

14.1 The CONTRACTOR agrees to extend the same pricing, terms, and conditions as stated in this Agreement to each and every political entity, special district, and related non-profit. It is understood that other entities shall make purchases in their own name, make direct payment, and be liable directly to the CONTRACTOR; and COUNTY shall in no way be responsible to CONTRACTOR for other entities' purchases.

15. Non-Discrimination

15.1 CONTRACTOR shall not be discriminate in the provision of services, allocation of benefits, accommodation in facilities, or employment of personnel on the basis of ethnic group identification, race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status or sex in the performance of this Agreement; and, to the extent they shall be found to be applicable hereto, shall comply with the provisions of the California Fair Employment and Housing Act (Gov. Code 12900 et. seq), the Federal Civil Rights Act of 1964 (P.L. 88-352), the Americans with Disabilities Act of 1990 (42 U.S.C. §12101 et seq.) and all other applicable laws or regulations.

16. Records and Documents

16.1 CONTRACTOR shall make available, upon written request by any duly authorized Federal, State, or COUNTY agency, a copy of this Agreement and such books, documents and records as are necessary to certify the nature and extent of the CONTRACTOR's costs related to this Agreement. All such books, documents and records shall be maintained by CONTRACTOR for at least five years following termination of this Agreement and be available for audit by the COUNTY. CONTRACTOR shall provide to the COUNTY reports and information related to this Agreement as requested by COUNTY.

17. **Confidentiality**

17.1 The CONTRACTOR shall not use for personal gain or make other improper use of privileged or confidential information which is acquired in connection with this Agreement. The term "privileged or confidential information" includes but is not limited to: unpublished or sensitive technological or scientific information; medical, personnel, or security records; anticipated material requirements or pricing/purchasing actions; COUNTY information or data which is not subject to public disclosure; COUNTY operational procedures; and knowledge of selection of contractors, subcontractors or suppliers in advance of official announcement.

17.2 The CONTRACTOR shall protect from unauthorized disclosure names and other identifying information concerning persons receiving services pursuant to this Agreement, except for general statistical information not identifying any person. The CONTRACTOR shall not use such information for any purpose other than carrying out the CONTRACTOR's obligations under this Agreement. The CONTRACTOR shall promptly transmit to the COUNTY all third party requests for disclosure of such information. The CONTRACTOR shall not disclose, except as otherwise specifically permitted by this Agreement or authorized in advance in writing by the COUNTY, any such information to anyone other than the COUNTY. For purposes of this paragraph, identity shall include, but not be limited to, name, identifying number, symbol, or other identifying particulars assigned to the individual, such as finger or voice print or a photograph.

18. **Administration/Contract Liaison**

18.1 The COUNTY Purchasing Agent, or designee, shall administer this Agreement on behalf of the COUNTY. The Purchasing Department is to serve as the liaison with CONTRACTOR in connection with this Agreement.

19. **Notices**

19.1 All correspondence and notices required or contemplated by this Agreement shall be delivered to the respective parties at the addresses set forth below and are deemed submitted two days after their deposit in the United States mail, postage prepaid:

COUNTY OF RIVERSIDE

OFFICE OF ECONOMIC
DEVELOPMENT
3403 10TH Street, Suite 400
Riverside, CA 92501

CONTRACTOR

VISIT GREATER PALM SPRINGS
70100 Highway 111
Rancho Mirage, CA 92270

20. Force Majeure

20.1 If either party is unable to comply with any provision of this Agreement due to causes beyond its reasonable control, and which could not have been reasonably anticipated, such as acts of God, acts of war, civil disorders, or other similar acts, such party shall not be held liable for such failure to comply.

21. EDD Reporting Requirements

21.1 In order to comply with child support enforcement requirements of the State of California, the COUNTY may be required to submit a Report of Independent Contractor(s) form **DE 542** to the Employment Development Department. The CONTRACTOR agrees to furnish the required data and certifications to the COUNTY within 10 days of notification of award of Agreement when required by the EDD. This data will be transmitted to governmental agencies charged with the establishment and enforcement of child support orders. Failure of the CONTRACTOR to timely submit the data and/or certificates required may result in the contract being awarded to another contractor. In the event a contract has been issued, failure of the CONTRACTOR to comply with all federal and state reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignments Orders and Notices of Assignment shall constitute a material breach of Agreement. If CONTRACTOR has any questions concerning this reporting requirement, please call (916) 657-0529. CONTRACTOR should also contact its local Employment Tax Customer Service Office listed in the telephone directory in the State Government section under "Employment Development Department" or access their Internet site at www.edd.ca.gov.

22. Hold Harmless/Indemnification

22.1 CONTRACTOR shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as Indemnitees) from any liability, action, claim or damage whatsoever, based or asserted upon any services of CONTRACTOR, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature. CONTRACTOR shall defend the Indemnitees at its sole expense including all costs and fees (including, but not limited, to attorney fees, cost of investigation, defense and settlements or awards) in any claim or action based upon such acts, omissions or services.

22.2 With respect to any action or claim subject to indemnification herein by CONTRACTOR, CONTRACTOR shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of COUNTY; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes CONTRACTOR indemnification to Indemnitees as set forth herein.

22.3 CONTRACTOR'S obligation hereunder shall be satisfied when CONTRACTOR has provided to COUNTY the appropriate form of dismissal relieving COUNTY from any liability for the action or claim involved.

22.4 The specified insurance limits required in this Agreement shall in no way limit or circumscribe CONTRACTOR'S obligations to indemnify and hold harmless the Indemnitees herein from third party claims.

23. Insurance

23.1 Without limiting or diminishing the CONTRACTOR'S obligation to indemnify or hold the COUNTY harmless, CONTRACTOR shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage's during the term of this Agreement. As respects to the insurance section only, the COUNTY herein refers to the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents, or representatives as Additional Insureds.

A. Workers' Compensation:

If the CONTRACTOR has employees as defined by the State of California, the CONTRACTOR shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident. The policy shall be endorsed to waive subrogation in favor of The County of Riverside.

B. Commercial General Liability:

Commercial General Liability insurance coverage, including but not limited to, premises liability, unmodified contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of CONTRACTOR'S performance of its obligations hereunder. Policy shall name the COUNTY as Additional Insured. Policy's limit of liability shall not be less than \$1,000,000 per occurrence combined single limit. If such insurance

contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit.

C. Vehicle Liability:

If vehicles or mobile equipment is used in the performance of the obligations under this Agreement, then CONTRACTOR shall maintain liability insurance for all owned, non-owned, or hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit. Policy shall name the COUNTY as Additional Insureds.

D. Reserved.

E. General Insurance Provisions - All lines:

1) Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A M BEST rating of not less than A: VIII (A:8) unless such requirements are waived, in writing, by the County Risk Manager. If the County's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.

2) The CONTRACTOR must declare its insurance self-insured retention for each coverage required herein. If any such self-insured retention exceeds \$500,000 per occurrence each such retention shall have the prior written consent of the County Risk Manager before the commencement of operations under this Agreement. Upon notification of self-insured retention unacceptable to the COUNTY, and at the election of the County's Risk Manager, CONTRACTOR'S carriers shall either; 1) reduce or eliminate such self-insured retention as respects this Agreement with the COUNTY, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.

3) CONTRACTOR shall cause CONTRACTOR'S insurance carrier(s) to furnish the County of Riverside with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, and 2) if requested to do so orally or in writing by the County Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given to the County of Riverside prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the County of Riverside receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies

of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverage's set forth herein and the insurance required herein is in full force and effect. CONTRACTOR shall not commence operations until the COUNTY has been furnished original Certificate (s) of Insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier shall sign the original endorsements for each policy and the Certificate of Insurance.

4) It is understood and agreed to by the parties hereto that the CONTRACTOR'S insurance shall be construed as primary insurance, and the COUNTY'S insurance and/or deductibles and/or self-insured retention's or self-insured programs shall not be construed as contributory.

5) If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance of the scope of work; or, the term of this Agreement, including any extensions thereof, exceeds five (5) years; the COUNTY reserves the right to adjust the types of insurance and the monetary limits of liability required under this Agreement, if in the County Risk Manager's reasonable judgment, the amount or type of insurance carried by the CONTRACTOR has become inadequate.

6) CONTRACTOR shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.

7) The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to the COUNTY.

8) CONTRACTOR agrees to notify COUNTY of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement.

24. General

24.1 CONTRACTOR shall not delegate or assign any interest in this Agreement, whether by operation of law or otherwise, without the prior written consent of COUNTY. Any attempt to delegate or assign any interest herein shall be deemed void and of no force or effect.

24.2 Any waiver by COUNTY of any breach of any one or more of the terms of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term of this Agreement. Failure on the part of COUNTY to require exact, full, and complete compliance with any terms of this Agreement shall not be construed as in any manner changing the terms or preventing COUNTY from enforcement of the terms of this Agreement.

24.3 In the event the CONTRACTOR receives payment under this Agreement, which is later disallowed by COUNTY for nonconformance with the terms of the Agreement, the CONTRACTOR shall promptly refund the disallowed amount to the COUNTY on request; or at its option the COUNTY may offset the amount disallowed from any payment due to the CONTRACTOR.

24.4 CONTRACTOR shall not provide partial delivery or shipment of services or products unless specifically stated in the Agreement.

24.5 CONTRACTOR shall not provide any services or products subject to any chattel mortgage or under a conditional sales contract or other agreement by which an interest is retained by a third party. The CONTRACTOR warrants that it has good title to all materials or products used by CONTRACTOR or provided to COUNTY pursuant to this Agreement, free from all liens, claims, or encumbrances.

24.6 Nothing in this Agreement shall prohibit the COUNTY from acquiring the same type or equivalent equipment, products, materials or services from other sources, when deemed by the COUNTY to be in its best interest. The COUNTY reserves the right to purchase more or less than the quantities specified in this Agreement.

24.7 The COUNTY agrees to cooperate with the CONTRACTOR in the CONTRACTOR's performance under this Agreement, including, if stated in the Agreement, providing the CONTRACTOR with reasonable facilities and timely access to COUNTY data, information, and personnel.

24.8 CONTRACTOR shall comply with all applicable Federal, State and local laws and regulations. CONTRACTOR will comply with all applicable COUNTY policies and procedures. In the event that there is a conflict between the various laws or regulations that may apply, the CONTRACTOR shall comply with the more restrictive law or regulation.

24.9 CONTRACTOR shall comply with all air pollution control, water pollution, safety and health ordinances, statutes, or regulations, which apply to performance under this Agreement.

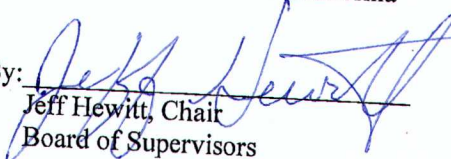
24.10 CONTRACTOR shall comply with all requirements of the Occupational Safety and Health Administration (OSHA) standards and codes as set forth by the U.S. Department of Labor and the State of California (Cal/OSHA).

24.11 This Agreement shall be governed by the laws of the State of California. Any legal action related to the performance or interpretation of this Agreement shall be filed only in the Superior Court of the State of California located in Riverside, California, and the parties waive any provision of law providing for a change of venue to another location. In the event any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

24.12 This Agreement, including any attachments or exhibits, constitutes the entire Agreement of the parties with respect to its subject matter and supersedes all prior and contemporaneous representations, proposals, discussions and communications, whether oral or in writing. This Agreement may be changed or modified only by a written amendment signed by authorized representatives of both parties.

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to execute this Agreement.

COUNTY OF RIVERSIDE, a political
subdivision of the State of California


By: 
Jeff Hewitt, Chair
Board of Supervisors

Dated: MAR 22 2022


ATTEST:
Kecia Harper
Clerk of the Board

By: 


APPROVED AS TO FORM:
Gregory P. Priamos
County Counsel

By: 
Stephanie Nelson
Deputy County Counsel

VISIT GREATER PALM SPRINGS,
a Joint Powers Authority

By: 
Scott White
President/CEO

Dated: 3-7-22

By: 
Bill Judson
Vice President, Finance & Administration

Dated: 3-8-2022

EXHIBIT A
(behind this page)

EXHIBIT A – SCOPE OF SERVICE

The tourism economy is very competitive and communicating to the consumer will be critical for the next 12-18 months. The leisure market is the only market source and the goal of these programs is to ensure the leisure traveler understands the safety protocols and which businesses are open. The programs outlined in this summary include both co-operative opportunities and overall destination demand drivers. Creating awareness and educating the traveler will give them confidence that the Coachella Valley is opening in a safe and respectful manner. Recovery of the Greater Palm Springs Tourism Economy and getting its workforce back on the job will help generate tax revenues for each of the cities and Riverside County. The following programs have been selected based on historical data that has proven to be the most successful for a return on investment.

Destination Marketing Economic Recovery Program Breakdown

MEETINGS/GROUP

- The meetings segment represents 40% of Greater Palm Springs tourism economy and is a vital component of the economic landscape. The group segment is showing the slowest to show signs of recovery with predictions of group recovery not fully realized until 2024 as forecasted by Tourism Economics. New partnerships and programs will be created to help stimulate meetings recovery. These programs will allow us to gain exposure to the meeting planner audiences through live events, focus groups, client hosting and marketing & advertising.
 - PCMA Partnership: PCMA's global footprint of over 30,000 business professionals plan two million meetings annually. This strategic partnership will allow us to gain exposure to the PCMA audience through live events, focus groups, client hosting and marketing & advertising. Examples include:
 - Participation in VIP Partnership Summit with senior level business event professionals for education and networking.
 - Visit Greater Palm Springs will conduct and organize a focus group with PCMA and 15 participants with a relevant topic important to the growth of meetings in Greater Palm Springs.
 - Creating a customized education piece such as an e-book on a key pillar that highlights tangible takeaways for meeting planners. This can be used as a resource guide for the sales teams within Greater Palms Springs.
 - American Society of Association Executive (ASAE) Partnership: ASAE is a membership organization of more than 48,000 association executives making decisions on meeting locations for their organization across the world. This strategic partnership will allow us to engage with the ASAE audience through live events, marketing & advertising and research & focus groups. Examples include:
 - Conscious Inclusion Forum West which will be hosted in Greater Palm Springs and will have participants of c-suite association leaders for peer to peer engagement.

-
- Native Media Campaign: Eight pieces of native content will be created and distributed to the ASAE audience to convey important information to attract meetings and conventions to the destination.
 - Visit Greater Palm Springs will participate in two surveys to measure brand awareness and collect business intelligence.
 - Visit Greater Palm Springs will conduct two focus groups annually with ASAE membership to have thought leadership conversations and collect important information to overcome objections and perceptions.
 - Maritz Partnership: Maritz is the leader in the meetings and events industry with decades of experiences across the globe. This strategic partnership will allow us to engage with the Maritz audience through marketing & advertising, FAMS, newsletters, presentations, and advisory groups. Additional insights will also be shared to drive strategy and identify collective growth opportunities in the market.
 - Additional Meetings Advertising/Opportunities: TBD based on planning and recovery needs from 2022-2024.
- **Budget \$750,000 or \$250,000 per year (2022-2024)**

PARTNER CO-OPS

- The grant funding was an important part of our leisure recovery in 2021. Continued programs for subsidized TV, billboard, and digital program will be utilized to leverage partner advertising budgets and increase exposure in 2022-2024.
 - Television Co-Op: Subsidize seasonal television co-op programs which allow partner hotels and cities to advertise on cable, KTLA in Los Angeles and connected television for a four-month period. During the last round of grant funding, the summer co-op programs aired over **150K** spots generating over **10B** impressions across all partners. Grant funding would allow Visit Greater Palm Springs to subsidize the \$25K cost per partner, as well as production costs.
 - Digital Co-Ops: These programs include Adara, Centro, Pandora and social media programs at costs ranging from \$1,500-\$5,000 per month. These programs allow partners to target travelers during their regular online habits across websites, streaming audio, and social media. Grant funding would allow these programs to be subsidized at 50% or more. During the initial round of grant funding, these co-op programs resulted in **over \$1.2M** in revenue generated to the destination.
 - Idyllwild: New for this second round of grant funding is the inclusion of Idyllwild, which will also receive digital advertising promoting day trips from Greater Palm Springs linking to custom landing page with additional resources for potential visitors.
 - Additional Co-Ops: TBD will be evaluated based on direction of recovery needs 2022-2024.
- **Budget \$535,000 (2022-2024)**

LOCAL CAMPAIGN / RESTAURANTS / RETAIL / SAFETY

-
- Continued support and promotion of local businesses through our Love Local series help drive business to restaurants and retailers. Additional mobile pass programs including health & wellness focused pass in Q1 2022, hiking pass in the spring and Summer Eats restaurant pass in the summer. Additionally, continuation of safety messaging as needed based on current COVID climate which could include destination pledge, vaccination rates and travel responsibly messaging.
 - Bandwagon Experience Passes: This category includes programs such as the Trailicious Hiking & Dining Pass, Summer Eats Pass, Love Local Shopping Pass and Greater Palm Springs Wellness Pass marketing campaigns to promote shopping, dining, and supporting local businesses. Nearly **25M** impressions were served to the local community and the drive market across marketing campaigns for these passes.
 - Safer Together, Greater Together Pledge: Continued safety and safety pledge-related messaging and advertising to assure travelers that our destination is taking necessary Covid-19 related precautions.
 - Love Local Campaigns: Additional campaigns to highlight specific local businesses and business owners, and promote shopping and dining in Greater Palm Springs.
 - Idyllwild: New for this round of grant funding is the inclusion of Idyllwild, which will be promoted as a day trip from Greater Palm Springs via digital, social, and content marketing programs. Custom landing page will be used as resource of information for potential visitors.
 - Additional Local Programs: TBD will be evaluated based on direction of recovery needs 2022-2024.
 - **Budget \$300,000 (2022-2024)**

RIVERSIDE COUNTY RE-BRANDING

- Visit Greater Palm Springs will work with Riverside County to redevelop the tourism and economic development brand and image. This initiative aims to develop a path toward long term recovery and focus on the County's abilities to be more competitive to attract business opportunities and relocation activity as well as grow the tourism economy to further grow the County's future.
- **Budget \$114,375**

SPORTS COMPLEX FEASABILITY STUDY

- Visit Greater Palm Springs will work with Riverside County to conduct a feasibility study for a potential complex for multi-use sports such as soccer, baseball etc. The study will consist of community sports usage analysis, layout options for the site, financial analysis, economic impact, operations and programming pro forma, and recommendations for management structures.
- **Budget \$60,000**

TOTAL: \$1,759,375

**Due to the changing nature of the post COVID-19 landscape as well as varying policies across the partners and vendors detailed above, Visit Greater Palm Springs may need to make changes or adjustments throughout the year. Changes or shifts will be communicated and detailed in quarterly reporting.*

PROFESSIONAL SERVICE AGREEMENT

for

THE RIVERSIDE COUNTY TOURISM RECOVERY CAMPAIGN

between

COUNTY OF RIVERSIDE

and

**TEMECULA VALLEY CONVENTION & VISITORS BUREAU
DBA VISIT TEMECULA VALLEY**



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This Agreement, made and entered into this _____ day of March, 2022, is by and between TEMECULA VALLEY CONVENTION & VISITORS BUREAU, dba VISIT TEMECULA VALLEY, a nonprofit corporation, (herein referred to as "CONTRACTOR"), and the COUNTY OF RIVERSIDE, a political subdivision of the State of California, (herein referred to as "COUNTY"). The parties agree as follows:

1. Description of Services

1.1 CONTRACTOR shall provide all services as outlined and specified in Exhibit A, Scope of Service.

1.2 CONTRACTOR represents that it has the skills, experience, and knowledge necessary to perform under this Agreement and the COUNTY relies upon this representation. CONTRACTOR shall perform to the satisfaction of the COUNTY and in conformance to and consistent with the highest standards of firms/professionals in the same discipline in the State of California.

1.3 CONTRACTOR affirms that it is fully apprised of all of the work to be performed under this Agreement; and the CONTRACTOR agrees it can properly perform this work as stated in Exhibit A. CONTRACTOR is not to perform services or provide products outside of the Agreement.

1.4 Acceptance by the COUNTY of the CONTRACTOR's performance under this Agreement does not operate as a release of CONTRACTOR's responsibility for full compliance with the terms of this Agreement.

2. Period of Performance

2.1 This Agreement shall be effective upon signature of this Agreement by both parties and continues in effect through December 31, 2024 unless terminated earlier. CONTRACTOR shall commence performance upon signature of this Agreement by both parties and shall diligently and continuously perform thereafter. The Riverside County Board of Supervisors is the only authority that may obligate the County for a non-cancelable multi-year agreement.

3. Compensation

3.1 The COUNTY shall pay the CONTRACTOR for services performed, products provided, and expenses incurred in accordance with the terms of Exhibit A, Scope of Service. Maximum payments by COUNTY to CONTRACTOR shall not exceed FOUR HUNDRED AND TWO THOUSAND DOLLARS (\$402,000.00) including all expenses and shall be paid upon execution of this Agreement. All funds must be obligated by December 31, 2024, in accordance with the American Rescue Plan Act of 2021 (ARPA). The COUNTY is not responsible for any fees or costs incurred above or beyond the contracted amount and shall have no obligation to purchase any specified amount of services or products. Unless otherwise specifically

stated in Exhibit A, COUNTY shall not be responsible for payment of any of CONTRACTOR's expenses related to this Agreement.

4. Monthly Reporting

4.1 CONTRACTOR shall provide monthly reporting detailing the expenditure of funds, meeting of milestones, and overall successes in accordance with Exhibit A.

5. Alteration or Changes to the Agreement

5.1 The Board of Supervisors and the COUNTY Purchasing Agent and/or their designee is the only authorized COUNTY representatives who may at any time, by written order, alter this Agreement. If any such alteration causes an increase or decrease in the cost of, or the time required for the performance under this Agreement, an equitable adjustment shall be made in the Agreement price or delivery schedule, or both, and the Agreement shall be modified by written amendment accordingly.

5.2 Any claim by the CONTRACTOR for additional payment related to this Agreement shall be made in writing by the CONTRACTOR within 30 days of when the CONTRACTOR has or should have notice of any actual or claimed change in the work, which results in additional and unanticipated cost to the CONTRACTOR. If the COUNTY Purchasing Agent decides that the facts provide sufficient justification, they may authorize additional payment to the CONTRACTOR pursuant to the claim. Nothing in this section shall excuse the CONTRACTOR from proceeding with performance of the Agreement even if there has been a change.

6. Termination

6.1. COUNTY may terminate this Agreement without cause upon thirty (30) days written notice served upon the CONTRACTOR stating the extent and effective date of termination.

6.2 COUNTY may, upon five (5) days written notice terminate this Agreement for CONTRACTOR's default, if CONTRACTOR refuses or fails to comply with the terms of this Agreement or fails to make progress that may endanger performance and does not immediately cure such failure. In the event of such termination, the COUNTY may proceed with the work in any manner deemed proper by COUNTY.

6.3 After receipt of the notice of termination, CONTRACTOR shall:

- (a) Stop all work under this Agreement on the date specified in the notice of termination; and
- (b) Transfer to COUNTY and deliver in the manner as directed by COUNTY any materials, reports or other products, which, if the Agreement had been completed or continued, would have been required to be furnished to COUNTY.

6.4 After termination, COUNTY shall make payment only for CONTRACTOR's performance up to the date of termination in accordance with this Agreement.

6.5 CONTRACTOR's rights under this Agreement shall terminate (except for fees accrued prior to the date of termination) upon dishonesty or a willful or material breach of this Agreement by CONTRACTOR; or in the event of CONTRACTOR's unwillingness or inability for any reason whatsoever to perform the terms of this Agreement. In such event, CONTRACTOR shall not be entitled to any further compensation under this Agreement.

6.6 If the Agreement is federally or State funded, CONTRACTOR cannot be debarred from the System for Award Management (SAM). CONTRACTOR must notify the COUNTY immediately of a debarment. Reference: System for Award Management (SAM) at <https://www.sam.gov> for Central Contractor Registry (CCR), Federal Agency Registration (Fedreg), Online Representations and Certifications Application, and Excluded Parties List System (EPLS)). Excluded Parties Listing System (EPLS) (<http://www.epls.gov>) (Executive Order 12549, 7 CFR Part 3017, 45 CFR Part 76, and 44 CFR Part 17). The System for Award Management (SAM) is the Official U.S. Government system that consolidated the capabilities of CCR/FedReg, ORCA, and EPLS.

6.7 The rights and remedies of COUNTY provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or this Agreement.

7. Ownership/Use of Contract Materials and Products

7.1 The CONTRACTOR agrees that all materials, reports or products in any form, including electronic, created by CONTRACTOR for which CONTRACTOR has been compensated by COUNTY pursuant to this Agreement shall be the sole property of the COUNTY. The material, reports or products may be used by the COUNTY for any purpose that the COUNTY deems to be appropriate, including, but not limit to, duplication and/or distribution within the COUNTY or to third parties. CONTRACTOR agrees not to release or circulate in whole or part such materials, reports, or products without prior written authorization of the COUNTY.

8. Conduct of Contractor

8.1 The CONTRACTOR covenants that it presently has no interest, including, but not limited to, other projects or contracts, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with CONTRACTOR's performance under this Agreement. The CONTRACTOR further covenants that no person or subcontractor having any such interest shall be employed or retained by CONTRACTOR under this Agreement. The CONTRACTOR agrees to inform the COUNTY of all the

CONTRACTOR's interests, if any, which are or may be perceived as incompatible with the COUNTY's interests.

8.2 The CONTRACTOR shall not, under circumstances which could be interpreted as an attempt to influence the recipient in the conduct of his/her duties, accept any gratuity or special favor from individuals or firms with whom the CONTRACTOR is doing business or proposing to do business, in accomplishing the work under this Agreement.

8.3 The CONTRACTOR or its employees shall not offer gifts, gratuity, favors, and entertainment directly or indirectly to COUNTY employees.

9. Inspection of Service; Quality Control/Assurance

9.1 All performance (which includes services, workmanship, materials, supplies and equipment furnished or utilized in the performance of this Agreement) shall be subject to inspection and test by the COUNTY or other regulatory agencies at all times. The CONTRACTOR shall provide adequate cooperation to any inspector or other COUNTY representative to permit him/her to determine the CONTRACTOR's conformity with the terms of this Agreement. If any services performed or products provided by CONTRACTOR are not in conformance with the terms of this Agreement, the COUNTY shall have the right to require the CONTRACTOR to perform the services or provide the products in conformance with the terms of the Agreement at no additional cost to the COUNTY. When the services to be performed or the products to be provided are of such nature that the difference cannot be corrected; the COUNTY shall have the right to: (1) require the CONTRACTOR immediately to take all necessary steps to ensure future performance in conformity with the terms of the Agreement; and/or (2) reduce the Agreement price to reflect the reduced value of the services performed or products provided. The COUNTY may also terminate this Agreement for default and charge to CONTRACTOR any costs incurred by the COUNTY because of the CONTRACTOR's failure to perform.

9.2 CONTRACTOR shall establish adequate procedures for self-monitoring and quality control and assurance to ensure proper performance under this Agreement; and shall permit a COUNTY representative or other regulatory official to monitor, assess, or evaluate CONTRACTOR's performance under this Agreement at any time, upon reasonable notice to the CONTRACTOR.

//

10. Independent Contractor/Employment Eligibility

10.1 The CONTRACTOR is, for purposes relating to this Agreement, an independent contractor and shall not be deemed an employee of the COUNTY. It is expressly understood and agreed that the CONTRACTOR (including its employees, agents, and subcontractors) shall in no event be entitled to any

benefits to which COUNTY employees are entitled, including but not limited to overtime, any retirement benefits, worker's compensation benefits, and injury leave or other leave benefits. There shall be no employer-employee relationship between the parties; and CONTRACTOR shall hold COUNTY harmless from any and all claims that may be made against COUNTY based upon any contention by a third party that an employer-employee relationship exists by reason of this Agreement. It is further understood and agreed by the parties that CONTRACTOR in the performance of this Agreement is subject to the control or direction of COUNTY merely as to the results to be accomplished and not as to the means and methods for accomplishing the results.

10.2 CONTRACTOR warrants that it shall make its best effort to fully comply with all federal and state statutes and regulations regarding the employment of aliens and others and to ensure that employees performing work under this Agreement meet the citizenship or alien status requirement set forth in federal statutes and regulations. CONTRACTOR shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by federal or state statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. CONTRACTOR shall retain all such documentation for all covered employees, for the period prescribed by the law.

10.3 Ineligible Person shall be any individual or entity who: Is currently excluded, suspended, debarred or otherwise ineligible to participate in the federal health care programs; or has been convicted of a criminal offense related to the provision of health care items or services and has not been reinstated in the federal health care programs after a period of exclusion, suspension, debarment, or ineligibility.

10.4 CONTRACTOR shall screen prospective Covered Individuals prior to hire or engagement. CONTRACTOR shall not hire or engage any Ineligible Person to provide services directly relative to this Agreement. CONTRACTOR shall screen all current Covered Individuals within sixty (60) days of execution of this Agreement to ensure that they have not become Ineligible Persons unless CONTRACTOR has performed such screening on same Covered Individuals under a separate agreement with COUNTY within the past six (6) months. Covered Individuals shall be required to disclose to CONTRACTOR immediately any debarment, exclusion or other event that makes the Covered Individual an Ineligible Person. CONTRACTOR shall notify COUNTY within five (5) business days after it becomes aware if a Covered Individual providing services directly relative to this Agreement becomes debarred, excluded or otherwise becomes an Ineligible Person.

10.5 CONTRACTOR acknowledges that Ineligible Persons are precluded from providing federal and state funded health care services by contract with COUNTY in the event that they are currently

sanctioned or excluded by a federal or state law enforcement regulatory or licensing agency. If CONTRACTOR becomes aware that a Covered Individual has become an Ineligible Person, CONTRACTOR shall remove such individual from responsibility for, or involvement with, COUNTY business operations related to this Agreement.

10.6 CONTRACTOR shall notify COUNTY within five (5) business days if a Covered Individual or entity is currently excluded, suspended or debarred, or is identified as such after being sanction screened. Such individual or entity shall be promptly removed from participating in any activity associated with this Agreement.

11. Subcontract for Work or Services

11.1 No contract shall be made by the CONTRACTOR with any other party for furnishing any of the work or services under this Agreement without the prior written approval of the COUNTY; but this provision shall not require the approval of contracts of employment between the CONTRACTOR and personnel assigned under this Agreement, or for parties named in the proposal and agreed to under this Agreement.

12. Disputes

12.1 The parties shall attempt to resolve any disputes amicably at the working level. If that is not successful, the dispute shall be referred to the senior management of the parties. Any dispute relating to this Agreement, which is not resolved by the parties, shall be decided by the COUNTY's Purchasing Department's Compliance Contract Officer who shall furnish the decision in writing. The decision of the COUNTY's Compliance Contract Officer shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary, or so grossly erroneous to imply bad faith. The CONTRACTOR shall proceed diligently with the performance of this Agreement pending the resolution of a dispute.

12.2 Prior to the filing of any legal action related to this Agreement, the parties shall be obligated to attend a mediation session in Riverside County before a neutral third-party mediator. A second mediation session shall be required if the first session is not successful. The parties shall equally share the cost of the mediations.

13. Licensing and Permits

13.1 CONTRACTOR shall comply with all State or other licensing requirements, including but not limited to the provisions of Chapter 9 of Division 3 of the Business and Professions Code. All licensing requirements shall be met at the time proposals are submitted to the COUNTY. CONTRACTOR warrants that it has all necessary permits, approvals, certificates, waivers and exemptions necessary for performance

of this Agreement as required by the laws and regulations of the United States, the State of California, the County of Riverside and all other governmental agencies with jurisdiction, and shall maintain these throughout the term of this Agreement.

14. Use By Other Political Entities

14.1 The CONTRACTOR agrees to extend the same pricing, terms, and conditions as stated in this Agreement to each and every political entity, special district, and related non-profit. It is understood that other entities shall make purchases in their own name, make direct payment, and be liable directly to the CONTRACTOR; and COUNTY shall in no way be responsible to CONTRACTOR for other entities' purchases.

15. Non-Discrimination

15.1 CONTRACTOR shall not be discriminate in the provision of services, allocation of benefits, accommodation in facilities, or employment of personnel on the basis of ethnic group identification, race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status or sex in the performance of this Agreement; and, to the extent they shall be found to be applicable hereto, shall comply with the provisions of the California Fair Employment and Housing Act (Gov. Code 12900 et. seq), the Federal Civil Rights Act of 1964 (P.L. 88-352), the Americans with Disabilities Act of 1990 (42 U.S.C. §12101 et seq.) and all other applicable laws or regulations.

16. Records and Documents

16.1 CONTRACTOR shall make available, upon written request by any duly authorized Federal, State, or COUNTY agency, a copy of this Agreement and such books, documents and records as are necessary to certify the nature and extent of the CONTRACTOR's costs related to this Agreement. All such books, documents and records shall be maintained by CONTRACTOR for at least five years following termination of this Agreement and be available for audit by the COUNTY. CONTRACTOR shall provide to the COUNTY reports and information related to this Agreement as requested by COUNTY.

17. Confidentiality

17.1 The CONTRACTOR shall not use for personal gain or make other improper use of privileged or confidential information which is acquired in connection with this Agreement. The term "privileged or confidential information" includes but is not limited to: unpublished or sensitive technological or scientific information; medical, personnel, or security records; anticipated material requirements or pricing/purchasing actions; COUNTY information or data which is not subject to public disclosure; COUNTY operational procedures; and knowledge of selection of contractors, subcontractors or suppliers in advance of official announcement.

17.2 The CONTRACTOR shall protect from unauthorized disclosure names and other identifying information concerning persons receiving services pursuant to this Agreement, except for general statistical information not identifying any person. The CONTRACTOR shall not use such information for any purpose other than carrying out the CONTRACTOR's obligations under this Agreement. The CONTRACTOR shall promptly transmit to the COUNTY all third party requests for disclosure of such information. The CONTRACTOR shall not disclose, except as otherwise specifically permitted by this Agreement or authorized in advance in writing by the COUNTY, any such information to anyone other than the COUNTY. For purposes of this paragraph, identity shall include, but not be limited to, name, identifying number, symbol, or other identifying particulars assigned to the individual, such as finger or voice print or a photograph.

18. Administration/Contract Liaison

18.1 The COUNTY Purchasing Agent, or designee, shall administer this Agreement on behalf of the COUNTY. The Purchasing Department is to serve as the liaison with CONTRACTOR in connection with this Agreement.

19. Notices

19.1 All correspondence and notices required or contemplated by this Agreement shall be delivered to the respective parties at the addresses set forth below and are deemed submitted two days after their deposit in the United States mail, postage prepaid:

COUNTY OF RIVERSIDE

RIVERSIDE COUNTY OFFICE
OF ECONOMIC DEVELOPMENT
3403 10TH Street, Suite 400
Riverside, CA 92501

CONTRACTOR

VISIT TEMECULA VALLEY
28690 Mercedes Street, Suite A
Temecula, CA 92590

20. Force Majeure

20.1 If either party is unable to comply with any provision of this Agreement due to causes beyond its reasonable control, and which could not have been reasonably anticipated, such as acts of God, acts of war, civil disorders, or other similar acts, such party shall not be held liable for such failure to comply.

21. EDD Reporting Requirements

21.1 In order to comply with child support enforcement requirements of the State of California, the COUNTY may be required to submit a Report of Independent Contractor(s) form **DE 542** to the Employment Development Department. The CONTRACTOR agrees to furnish the required data and

certifications to the COUNTY within 10 days of notification of award of Agreement when required by the EDD. This data will be transmitted to governmental agencies charged with the establishment and enforcement of child support orders. Failure of the CONTRACTOR to timely submit the data and/or certificates required may result in the contract being awarded to another contractor. In the event a contract has been issued, failure of the CONTRACTOR to comply with all federal and state reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignments Orders and Notices of Assignment shall constitute a material breach of Agreement. If CONTRACTOR has any questions concerning this reporting requirement, please call (916) 657-0529. CONTRACTOR should also contact its local Employment Tax Customer Service Office listed in the telephone directory in the State Government section under "Employment Development Department" or access their Internet site at www.edd.ca.gov.

22. Hold Harmless/Indemnification

22.1 CONTRACTOR shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as Indemnitees) from any liability, action, claim or damage whatsoever, based or asserted upon any services of CONTRACTOR, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature. CONTRACTOR shall defend the Indemnitees at its sole expense including all costs and fees (including, but not limited, to attorney fees, cost of investigation, defense and settlements or awards) in any claim or action based upon such acts, omissions or services.

22.2 With respect to any action or claim subject to indemnification herein by CONTRACTOR, CONTRACTOR shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of COUNTY; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes CONTRACTOR indemnification to Indemnitees as set forth herein.

22.3 CONTRACTOR'S obligation hereunder shall be satisfied when CONTRACTOR has provided to COUNTY the appropriate form of dismissal relieving COUNTY from any liability for the action or claim involved.

22.4 The specified insurance limits required in this Agreement shall in no way limit or circumscribe CONTRACTOR'S obligations to indemnify and hold harmless the Indemnitees herein from third party claims.

23. Insurance

23.1 Without limiting or diminishing the CONTRACTOR'S obligation to indemnify or hold the COUNTY harmless, CONTRACTOR shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage's during the term of this Agreement. As respects to the insurance section only, the COUNTY herein refers to the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents, or representatives as Additional Insureds.

A. Workers' Compensation:

If the CONTRACTOR has employees as defined by the State of California, the CONTRACTOR shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident. The policy shall be endorsed to waive subrogation in favor of The County of Riverside.

B. Commercial General Liability:

Commercial General Liability insurance coverage, including but not limited to, premises liability, unmodified contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of CONTRACTOR'S performance of its obligations hereunder. Policy shall name the COUNTY as Additional Insured. Policy's limit of liability shall not be less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit.

C. Vehicle Liability:

If vehicles or mobile equipment is used in the performance of the obligations under this Agreement, then CONTRACTOR shall maintain liability insurance for all owned, non-owned, or hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit. Policy shall name the COUNTY as Additional Insureds.

D. Reserved.

E. General Insurance Provisions - All lines:

1) Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A M BEST rating of not less than A: VIII (A:8) unless such requirements are waived, in writing, by the County Risk Manager. If the County's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.

2) The CONTRACTOR must declare its insurance self-insured retention for each coverage required herein. If any such self-insured retention exceeds \$500,000 per occurrence each such retention shall have the prior written consent of the County Risk Manager before the commencement of operations under this Agreement. Upon notification of self-insured retention unacceptable to the COUNTY, and at the election of the County's Risk Manager, CONTRACTOR'S carriers shall either; 1) reduce or eliminate such self-insured retention as respects this Agreement with the COUNTY, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.

3) CONTRACTOR shall cause CONTRACTOR'S insurance carrier(s) to furnish the County of Riverside with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, and 2) if requested to do so orally or in writing by the County Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given to the County of Riverside prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the County of Riverside receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverage's set forth herein and the insurance required herein is in full force and effect. CONTRACTOR shall not commence operations until the COUNTY has been furnished original Certificate (s) of Insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier shall sign the original endorsements for each policy and the Certificate of Insurance.

4) It is understood and agreed to by the parties hereto that the CONTRACTOR'S insurance shall be construed as primary insurance, and the COUNTY'S insurance and/or deductibles and/or self-insured retention's or self-insured programs shall not be construed as contributory.

5) If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance of the scope of work; or, the term of this Agreement, including any extensions thereof, exceeds five (5) years; the COUNTY reserves the right to adjust the types of insurance and the monetary limits of liability required under this Agreement, if in the County Risk Manager's reasonable judgment, the amount or type of insurance carried by the CONTRACTOR has become inadequate.

6) CONTRACTOR shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.

7) The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to the COUNTY.

8) CONTRACTOR agrees to notify COUNTY of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement.

24. General

24.1 CONTRACTOR shall not delegate or assign any interest in this Agreement, whether by operation of law or otherwise, without the prior written consent of COUNTY. Any attempt to delegate or assign any interest herein shall be deemed void and of no force or effect.

24.2 Any waiver by COUNTY of any breach of any one or more of the terms of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term of this Agreement. Failure on the part of COUNTY to require exact, full, and complete compliance with any terms of this Agreement shall not be construed as in any manner changing the terms or preventing COUNTY from enforcement of the terms of this Agreement.

24.3 In the event the CONTRACTOR receives payment under this Agreement, which is later disallowed by COUNTY for nonconformance with the terms of the Agreement, the CONTRACTOR shall promptly refund the disallowed amount to the COUNTY on request; or at its option the COUNTY may offset the amount disallowed from any payment due to the CONTRACTOR.

24.4 CONTRACTOR shall not provide partial delivery or shipment of services or products unless specifically stated in the Agreement.

24.5 CONTRACTOR shall not provide any services or products subject to any chattel mortgage or under a conditional sales contract or other agreement by which an interest is retained by a third party. The CONTRACTOR warrants that it has good title to all materials or products used by CONTRACTOR or provided to COUNTY pursuant to this Agreement, free from all liens, claims, or encumbrances.

24.6 Nothing in this Agreement shall prohibit the COUNTY from acquiring the same type or equivalent equipment, products, materials or services from other sources, when deemed by the COUNTY to be in its best interest. The COUNTY reserves the right to purchase more or less than the quantities specified in this Agreement.

24.7 The COUNTY agrees to cooperate with the CONTRACTOR in the CONTRACTOR's performance under this Agreement, including, if stated in the Agreement, providing the CONTRACTOR with reasonable facilities and timely access to COUNTY data, information, and personnel.

24.8 CONTRACTOR shall comply with all applicable Federal, State and local laws and regulations. CONTRACTOR will comply with all applicable COUNTY policies and procedures. In the event that there is a conflict between the various laws or regulations that may apply, the CONTRACTOR shall comply with the more restrictive law or regulation.

24.9 CONTRACTOR shall comply with all air pollution control, water pollution, safety and health ordinances, statutes, or regulations, which apply to performance under this Agreement.

24.10 CONTRACTOR shall comply with all requirements of the Occupational Safety and Health Administration (OSHA) standards and codes as set forth by the U.S. Department of Labor and the State of California (Cal/OSHA).

24.11 This Agreement shall be governed by the laws of the State of California. Any legal action related to the performance or interpretation of this Agreement shall be filed only in the Superior Court of the State of California located in Riverside, California, and the parties waive any provision of law providing for a change of venue to another location. In the event any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.


24.12 This Agreement, including any attachments or exhibits, constitutes the entire Agreement of the parties with respect to its subject matter and supersedes all prior and contemporaneous representations, proposals, discussions and communications, whether oral or in writing. This Agreement may be changed or modified only by a written amendment signed by authorized representatives of both parties.

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to execute this Agreement.

COUNTY OF RIVERSIDE, a political
subdivision of the State of California

TEMECULA VALLEY CONVENTION &
VISITORS BUREAU, dba VISIT TEMECULA
VALLEY, a nonprofit corporation


By: 
Jeff Hewitt, Chair
Board of Supervisors

By: 
Leigh Jensen
Interim President and CEO

Dated: MAR 2 2 2022

Dated: 3/7/22

ATTEST:
Kecia Harper
Clerk of the Board

By: 

APPROVED AS TO FORM:
Gregory P. Priamos
County Counsel


By: 
Stephanie Nelson
Deputy County Counsel

EXHIBIT A
(behind this page)

Scope of Service

COVID-19 Southwest Riverside County Tourism Recovery Campaign

Objective

To support Riverside County Tourism economy, develop a focused approach on accelerating the recovery of communities that rely on the travel, tourism and outdoor recreation sectors and developing tourism plans for the communities in Southwest Riverside County. Invest in planning for infrastructure, workforce or other projects which support the recovery of the industry and economic resilience of the community for the future.

Strategy

The goal is to develop a tourism development plan and strategy to encourage visitation resulting in the economic benefits to these areas; Temecula, Murrieta, Lake Elsinore, Wildomar, Menifee, Hemet, San Jacinto, Canyon Lake, French Valley, Anza, and Temescal Canyon.

Tourism Development

"Tourism development" refers to the growth and maintenance of the tourism industry in a given locality, and tourism planning is an essential part of this. On a basic level, tourism development can be defined as creating strategies and plans to increase/develop/encourage tourism for a destination."

A. Project Goal

To create a tourism development plan and strategy for Southwest Riverside County and the specifically identified communities.

1. To assess those areas that have not actively promoted or been involved in tourism promotion in the past included a tourism asset inventory, a capabilities analysis and identification of goals, objectives, capacity building needs, and tourism promotion tools.
2. To develop an integrated special events strategy design to maximize the combination and locations of special events to create awareness, position the participating destinations, and shape demand to achieve marketing and tourism sustainability needs.

Public Relations

The goal is to first lay the groundwork for a strong Tourism PR message and then promote the following cities: Temecula, Murrieta, Lake Elsinore, Wildomar, Menifee, Hemet, San Jacinto, Canyon Lake, French Valley, Anza, and Temescal Canyon.

Social Media

This will be a three-year campaign with one-year social media plan for the three tiers. It will be designed to support Visit Temecula Valley's partnership with Riverside County in developing marketing and promoting tourism in Southwest Riverside County.

Film Fam Tour Partnership

The sponsorship will bring awareness to Riverside County’s film opportunities within Southwest Riverside County. The effort will support Inland Empire Film Services’ Southwest Riverside County Familiarization (Fam) Tour with the intent of educating location scouts of prime film locations that exist throughout the region.

Advertising-Media

Advertising and media placement for cities and communities outlined in this scope of work for travel promotion and marketing as determined by the tourism plan through travel sites including Trip Advisor. Media development will include production of templates for cohesive distribution of branded messaging. As well as paid seasonal advertisements for each destination community.

ADMINISTRATIVE AGREEMENT

Visit Temecula Valley a 501c6, agrees to be the lead marketing agency in addition to the financial accountability partner for the execution of the allocated American Recovery Act funds in partnership with Riverside County Office of Economic Development.

These funds will be placed in a restricted account to be used for the purpose of the COVID-19 Tourism Recovery efforts. Visit Temecula Valley is committed to working with key industry partners where available in the execution of this plan and will provide reporting documents at the completion of the campaigns, funding and allocation will be determined by city tier structure developed in the planning process.

COVID-19 Southwest Riverside County Tourism Recovery Campaign Budget

Tourism Master Planning	\$ 75,000
Public Relations	\$ 85,000
Social Media	\$ 65,000
Film FAM Tour Sponsorship	\$ 7,000
Advertising	\$140,000
Administrative	\$ 30,000
Total Budget	\$402,000



Use this form to submit a single or sole source requisition for review by your Buyer and/or Procurement Contract Specialist. All procurements valued **\$5,000 or more** must seek competitive bids from a minimum of three suppliers, or the expectation that three or more suppliers will respond, or be justified by a Single/Sole Source. All purchases exceeding **\$50,000** require a formal public bid. Procurement's may not be artificially segregated to lesser dollar amounts for the purpose of bypassing this requirement.

Sole/Single Source service requests that are greater than **\$50,000** require additional Board of Supervisors approval.

Supplier Details

Vendor Temecula Valley Convention & Visitors
Fulfillment Address CCorp - Services ACHAacct#*2927:
 (preferred)
 28690 Mercedes Ave Ste A
 Temecula, California 92590 United States
Vendor Phone +1 951-491-6085

Distribution

The system will distribute purchase orders using the method(s) indicated below:

Check this box to customize order distribution information. **X**

Email (HTML Body) leigh@visitemeculavalley.com
Contract

Background Information

Please indicate if this is a single or sole source below

Sole Source

Have you previously requested and received approval for a sole/single source request for this vendor for your department?

No

If selected "yes", please provide the approved SSJ# below

SSJ#

If selected "yes", was the request approved for a different project?

No

Purchase Details

1. Supply/Service being requested:

Southwest Riverside County Tourism Recovery Marketing - A comprehensive marketing plan that will focus efforts on rebuilding tourism in southwest Riverside County.

2. Unique features of the supply/service being requested from this supplier, which no alternative supplier can provide:

Riverside County Office of Economic Development (RivCoED) is proposing to use \$402,000 of the Riverside County American Rescue Plan of 2021 (ARPA) allocation to extend the initial effort that was funded through the initial CARES ACT effort in 2020. The Riverside County Tourism Recovery Campaign to support and help rebuild the tourism industry as a result of negative impacts from the COVID-19 pandemic. This program will provide funding for several key organizations whose primary function is to grow tourism and convention/conference activity in the county and support the

Current Year Cost

6. Identify all costs for this requested purchase.

You do not need to include previous fiscal year amounts. If approval is for multiple years, ongoing costs must be identified below. If annual increases apply to ongoing costs such as CPI or other contract increases, provide the estimated annual cost for each consecutive year. If the annual increase may exceed the Purchasing Agent's authority, Board approval must be obtained.

Describe all current fiscal year costs associated with this procurement in the box below. Insert all one time costs associated with this project in the table below.

Tourism Master Planning-\$75,000

hospitality industry. These industry groups are requesting that the County allocate funding to support the short and long-term recovery of the tourism industry in all parts of the county. Each organization (e.g. Convention & Visitor Bureau, Convention Center) would submit their proposed action plan to Riverside County Office of Economic Development for review which would include detailed information on how the money will be utilized consistent with the overall program objective. Throughout the program time frame, each organization will also provide reporting on the impact the Tourism Recovery Campaign is having in their region.

The Department intends to enter into Professional Service Agreements with Tourism & Hospitality Organization, Temecula Valley Convention & Visitors Bureau, and allocate the funds amongst the organizations to implement the Riverside County Tourism Recovery Campaign.

3. Reasons why my department requires these unique features and what benefit will accrue to the county:

Temecula Valley Convention & Visitors Bureau is the ONLY official destination marketing organization and resource for visitors in the Southwest Riverside County region. The organization is the main source of tourism efforts in southwest Riverside County and have a proven track record of tourism efforts throughout the region.

4. Period of Performance 3/14/2022
From:

Period of Performance To: 12/31/2024

Is this an annually renewable contract or is it fixed term?

Fixed Term

5. Price Reasonableness:

Funds would be dispersed to enhance marketing efforts for regional awareness of cultural and recreational activities and destinations within Southwest Riverside County. Pricing and the costs of advertising would be baseline among industry.

Projected Board of Supervisor 3/29/2022
 Date (if applicable):

Commodity Code 91501

Public Relations -\$85,000
 Social Media-\$65,000
 Advertising -\$140,000
 Administration-\$30,000
 Film FAM-Sponsorship-\$7,000
 Total -\$402,000

Insert all current fiscal year costs in the table below. Label the 'description' as the item that is being purchased.

Current FY Costs

Description	Price
Tourism Recovery Marketing	402,000.00

Enter all additional FY costs in the table below.

Only enter one fiscal year cost per line and identify the fiscal year that it pertains to. Fiscal year is from 7/1/00 to 6/30/00.. Example : FY 18/19 \$200

FY

FY

FY

FY

FY

Additional FY Cost

Describe all additional costs associated with this procurement in the box below. Include the dollar amounts for subsequent fiscal years if it differs from above.

Current Year Cost Total: 402,000.00

Supporting Documentation

If this request is for professional services, attach the service agreement to this sole source request. The Purchasing Agent, or designee, is the signing authority for agreements unless the service is exempted by Ordinance 459, Board delegated authority or by State law.

Additional supporting documentation includes:

- Previously approved SSJ's
- other

For all other requests, attach the vendor's cost proposal

Internal Attachments

Purchasing Approval

Approved by

Date Approved

Sole Source Number

Approval Conditions/Comments

This section to be filled out by Purchasing Suzanna Hinckley

3/9/2022

Management only upon
approval.

Total 402,000.00



Use this form to submit a single or sole source requisition for review by your Buyer and/or Procurement Contract Specialist. All procurements valued **\$5,000 or more** must seek competitive bids from a minimum of three suppliers, or the expectation that three or more suppliers will respond, or be justified by a Single/Sole Source. All purchases exceeding **\$50,000** require a formal public bid. Procurement's may not be artificially segregated to lesser dollar amounts for the purpose of bypassing this requirement.

Sole/Single Source service requests that are greater than **\$50,000** require additional Board of Supervisors approval.

Supplier Details

Vendor Visit Greater Palm Springs
Fulfillment Address Other-Govt - Services: (preferred)
70100 Hwy 111
Rancho Mirage, California 92270
United States
Vendor Phone +1 760-770-9000

Distribution

The system will distribute purchase orders using the method(s) indicated below:

Check this box to customize order distribution information.

Email (HTML Body) dford@gpscvc.com
Contract

Background Information

Please indicate if this is a single or sole source below

Sole Source

Have you previously requested and received approval for a sole/single source request for this vendor for your department?

No

If selected "yes", please provide the approved SSJ# below

SSJ#

If selected "yes", was the request approved for a different project?

Purchase Details

1. Supply/Service being requested:

Eastern Riverside County Tourism Recovery Marketing - A comprehensive marketing plan that will focus efforts on rebuilding tourism in eastern Riverside County.

2. Unique features of the supply/service being requested from this supplier, which no alternative supplier can provide:

Riverside County Office of Economic Development is proposing to use \$1,759,375 of the Riverside County American Rescue Plan of 2021 (ARPA) allocation to extend the initial effort that was funded through the initial CARES ACT effort in 2020.

The Riverside County Tourism Recovery Campaign to support and help rebuild the tourism industry as a result of negative impacts from the COVID-19 pandemic. This program will provide funding for several key organizations whose primary function is to grow tourism and convention/conference activity in the county and support the hospitality industry. These industry groups are requesting that the

Current Year Cost

6. Identify all costs for this requested purchase.

You do not need to include previous fiscal year amounts. If approval is for multiple years, ongoing costs must be identified below. If annual increases apply to ongoing costs such as CPI or other contract increases, provide the estimated annual cost for each consecutive year. If the annual increase may exceed the Purchasing Agent's authority, Board approval must be obtained.

Describe all current fiscal year costs associated with this procurement in the box below. Insert all one time costs associated with this project in the table below.

Meeting/Groups-\$750,000
Partner Co-Ops-\$535,000
Local Campaign-\$300,000

County allocate funding to support the short and long-term recovery of the tourism industry in all parts of the county. Visit Greater Palm Springs submitted their proposed action plan to Riverside County Office of Economic Development for review which would include detailed information on how the money will be utilized consistent with the overall program objective. Throughout the program time frame, each organization will also provide reporting on the impact the Tourism Recovery Campaign is having in their region. The Department intends to enter into Professional Service Agreements with Tourism & Hospitality Organization, Visit Greater Palm Springs, and allocate the funds amongst the organizations to implement the Riverside County Tourism Recovery Campaign.

3. Reasons why my department requires these unique features and what benefit will accrue to the county:

Visit Greater Palm Springs is the ONLY official destination marketing organization and resource for visitors in the Eastern Riverside County region. The organization is the main source of tourism efforts in East Riverside County and have a proven track record of tourism efforts throughout the region.

4. Period of Performance 3/14/2022

From:

Period of Performance To: 12/31/2024

Is this an annually renewable contract or is it fixed term?

Fixed Term

5. Price Reasonableness:

Funds would be dispersed to enhance marketing efforts for regional awareness of cultural and recreational activities and destinations within Eastern Riverside County. The ultimate goal of the tourism recovery effort is to increase tourism throughout Riverside County. The marketing arm of Visit Palm Springs would create an aggressive marketing plan and in the process would be able to effectively and quickly achieve lower marketing/advertising costs by leveraging their current network of media outlets.

Projected Board of Supervisor 3/8/2022

Date (if applicable):

Commodity Code 91501

RivCo Tourism Branding-\$114,375
Sports Complex Feasibility Study-\$60,000
Total -\$1,759,375

Insert all current fiscal year costs in the table below. Label the 'description' as the item that is being purchased.

Current FY Costs

Description	Price
Eastern County - Tourism Recovery Marketing	1,759,375.00

Enter all additional FY costs in the table below . Only enter one fiscal year cost per line and identify the fiscal year that it pertains to. Fiscal year is from 7/1/00 to 6/30/00.. Example : FY 18/19 \$200

FY

FY

FY

FY

FY

Additional FY Cost

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Current Year Cost Total: 1,759,375.00

Supporting Documentation

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Additional supporting documentation includes:

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- other

For all other requests, attach the vendor's cost proposal

Internal Attachments

Purchasing Approval

Approved by

Date Approved

Sole Source Number

Approval Conditions/Comments

This section to be filled Suzanna Hinckley

3/9/2022

out by Purchasing
Management only upon
approval.

Total 1,759,375.00

1941

SCHEDULE A
Office of Economic Development
Budget Adjustment
Fiscal Year 2021/2022

Increase estimated revenue:

21735-1901000000-763520	Fed-American Rescue Plan Act	\$2,161,375
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Increase in Appropriation:

21735-1901000000-527980	Contracts	\$2,161,375
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Partner Co-Ops-\$535,000
Local Campaign-\$300,000

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From:

Period of Performance To: 12/31/2024

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Fixed Term

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Projected Board of Supervisor 3/8/2022

Date (if applicable):

Commodity Code 91501

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FY

FY

FY

FY

FY

Additional FY Cost

Describe all additional costs associated with this procurement in the box below. Include the dollar amounts for subsequent fiscal years if it differs from above.

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- other

For all other requests, attach the vendor's cost proposal

Internal Attachments

Purchasing Approval

Approved by _____ Date Approved _____ Sole Source Number _____ Approval Conditions/Comments _____

This section to be filled Suzanna Hinckley 3/9/2022

out by Purchasing
Management only upon
approval.

Total 1,759,375.00

SCHEDULE A
Office of Economic Development
Budget Adjustment
Fiscal Year 2021/2022

Increase estimated revenue:

21735-1901000000-763520	Fed-American Rescue Plan Act	\$2,161,375
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Increase in Appropriation:

21735-1901000000-527980	Contracts	\$2,161,375
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