



**VISIT BAKERSFIELD  
AGENDA**

Meeting of November 16, 2022  
515 Truxtun Ave  
8:00 a.m.

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- I. CALL TO ORDER**
- II. ROLL CALL**
- III. PUBLIC STATEMENTS**
  - A. Agenda Item Public Statements.
  - B. Non-Agenda Item Public Statements.
- IV. MINUTES**
  - A. Approval of Minutes of the September 21, 2022 meeting
- V. TREASURER'S REPORT**
  - A. Approval of Treasurer's Report of November 16, 2022
- VI. STAFF REPORT**
  - A. Manager's Report
- VII. OLD BUSINESS**
  - A. None
- VIII. NEW BUSINESS**
  - A. Approval of 2023 Board Meeting Calendar
  - B. History of Greater Bakersfield CVB
- IX. BOARD STATEMENTS**
- X. CLOSED SESSION**
  - A. None
- XI. ADJOURNMENT**

Respectfully submitted,

Christian Clegg  
City Manager  
City of Bakersfield

**Visit Bakersfield  
Minutes  
Meeting of September 21, 2022**

**Visit Bakersfield, 515 Truxtun Avenue**  
Regular Meeting - 8:00 AM

**I. Call to order**

Visit Bakersfield Board of Directors regular meeting was called to order by Ryan Uhles on this 21st day of September at 8:20 a.m.

**II. Roll call**

Andrea Marroquin, Visit Bakersfield, conducted roll call.

*Directors Present:*

Randy McKeegan	Ryan Uhles
Brianna Carrier	Jessica Ramirez
Debra Derr	Amy Smith
Lynett Orrick	

*Directors Absent:*

Tamara Baker, Beth Brookhart-Pandol, Ed Dorsey, Jennifer Overstreet, and Matt Spindler

*Others Present:*

Andrea Marroquin, Visit Bakersfield  
David Lyman, Visit Bakersfield  
Matt Billingsley, Visit Bakersfield  
Evangeline Medina, Visit Bakersfield  
Elizabeth Villanueva, City Attorney's Office  
Joshua Rudnick, City Attorney's Office

**III. Public Statements**

- None

**IV. Minutes**

- A. Approval of July 20, 2022, minutes.

***Motion by Amy Smith, seconded by Jessica Ramirez. All in favor.  
Motion approved.***

- B. Approval of August 30, 2022, special meeting minutes.

***Motion by Amy Smith, seconded by Lynett Orrick. All in favor.  
Motion approved.***

**V. Treasurer's Report**

- A. Approval of Treasurer's Report of September 21, 2022

***Motion by Jessica Ramirez, seconded by Amy Smith. All in favor.  
Motion approved.***

**VI. Staff Report**

- David Lyman gave STR and hotel data updates, Evangelina Medina gave information on past events and upcoming events, Matt Billingsley gave updates on proposed events and upcoming projects and Andrea Marroquin gave updates on department projects, and visitor information.

**VII. Old Business**

- None

**VIII. New Business**

- A. Nominating Committee Report Presentation.

***Motion by Randy McKeegan, seconded by Lynett Orrick to elect Jason Maples for a term ending June 30, 2024. All in favor. Motion approved.***

- B. Approval of an amendment to Agreement No. ED21-014 with Datafy, LLC (previously See Source, LLC) to provide visitor and consumer insights using geolocation and credit card data.

***Motion by Jessica Ramirez, seconded by Amy Smith. All in favor.  
Motion approved.***

**IX. Board Statements**

- Brianna Carrier let the Board know that she will no longer be serving on the board due to scheduling and will be replaced by Scott Andrews, Assistant City Manager.
- Amy Smith gave information about new art exhibits at the Bakersfield Museum of Art and the upcoming street art festival Via Arté.

**X. Closed Session**

- None

**XI. Adjournment**

Chair adjourned the meeting at 9:09 a.m.

## City of Bakersfield Check Register - CVB REPORT

Payment Number	Vendor Number	Vendor Name	Payment Date	Check Total
24606	7685	STINSON STATIONERS	Sep 30, 2022	\$19.75
24679	7685	STINSON STATIONERS	Oct 13, 2022	\$451.29
24702	7685	STINSON STATIONERS	Oct 20, 2022	\$27.15
24804	7685	STINSON STATIONERS	Nov 3, 2022	\$615.07
745614	23444	BILLINGSLEY, MATTHEW	Sep 15, 2022	\$1,624.40
746027	30689	MEDINA, EVANGELINA	Sep 15, 2022	\$616.20
746109	32606	OUTSIDE INTERACTIVE INC	Sep 15, 2022	\$500.00
746311	26060	VANGUARD CLEANING SYSTEMS INC	Sep 15, 2022	\$576.75
746413	520	AUTO TINT WEST INC	Sep 16, 2022	\$2,335.26
746422	31089	EMBROIDERY PLUS LLC	Sep 16, 2022	\$1,440.27
746516	23444	BILLINGSLEY, MATTHEW	Sep 22, 2022	\$255.00
746563	31089	EMBROIDERY PLUS LLC	Sep 22, 2022	\$430.29
746632	30689	MEDINA, EVANGELINA	Sep 22, 2022	\$1,500.40
746680	29474	TASMARK ENTERPRISES	Sep 22, 2022	\$2,500.00
746752	6114	PACIFIC GAS & ELECTRIC COMPANY	Sep 22, 2022	\$1,304.85
746759	28374	US SPORTS CONGRESS LLC	Sep 22, 2022	\$4,499.00
746845	29620	AMERICAN BUS ASSOCIATION	Sep 29, 2022	\$580.00
746860	16501	BAKERSFIELD ART FOUNDATION INC	Sep 29, 2022	\$4,000.00
747037	28374	US SPORTS CONGRESS LLC	Sep 29, 2022	\$9,950.00
747050	28707	WEST SIDE BULLETS	Sep 29, 2022	\$1,150.00
747066	675	BAKERSFIELD CALIFORNIAN	Sep 29, 2022	\$263.88
747117	23444	BILLINGSLEY, MATTHEW	Sep 30, 2022	\$155.43
747222	32133	BANDWANGO	Oct 6, 2022	\$349.15
747446	23444	BILLINGSLEY, MATTHEW	Oct 7, 2022	\$1,324.17
747465	30689	MEDINA, EVANGELINA	Oct 7, 2022	\$279.00
747516	23548	CENTRAL VALLEY TOURISM ASSOC	Oct 13, 2022	\$1,000.00
747554	31089	EMBROIDERY PLUS LLC	Oct 13, 2022	\$952.61
747687	26060	VANGUARD CLEANING SYSTEMS INC	Oct 13, 2022	\$576.75
747693	28707	WEST SIDE BULLETS	Oct 13, 2022	\$1,500.00
747789	20601	VERIZON WIRELESS	Oct 13, 2022	\$128.92
747795	20601	VERIZON WIRELESS	Oct 13, 2022	\$116.57
747827	33014	ARTHUR AND HANSEN LLC	Oct 20, 2022	\$5,000.00
747931	23214	ORKIN PEST CONTROL INC	Oct 20, 2022	\$75.00
748003	1696	CALIFORNIA WATER SERVICE	Oct 20, 2022	\$340.02
748015	6114	PACIFIC GAS & ELECTRIC COMPANY	Oct 20, 2022	\$40.68
748028	20601	VERIZON WIRELESS	Oct 20, 2022	\$122.69
748036	23444	BILLINGSLEY, MATTHEW	Oct 21, 2022	\$294.00
748068	30689	MEDINA, EVANGELINA	Oct 21, 2022	\$325.87
748126	29505	AMERICAN BICYCLE ASSOC USA BMX	Oct 27, 2022	\$10,000.00
748173	28621	CERTIFIED FOLDER DISPLAY SERVICE IN	Oct 27, 2022	\$9,558.08
748518	32133	BANDWANGO	Nov 3, 2022	\$176.54
748687	27973	TEMPEST INTERACTIVE MEDIA LLC	Nov 3, 2022	\$200.00
748733	1696	CALIFORNIA WATER SERVICE	Nov 3, 2022	\$291.58

**43 Overall - Count**

**Overall - Total**

**\$67,446.62**

Nov 8, 2022

1

9:57:25 AM

EXPENDITURE REPORT  
BY FUND  
2022-23

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	2022-23 ADJUSTED BUDGET	2022-23 YEAR TO DATE ACTUAL	2022-23 CURRENT ENCUMBRANCES	2022-23 UNENCUMBERED APPROPRIATIONS
TRANSIENT OCCUPANCY TAXES					
191-6590-675.10-01	REGULAR PAY	378,729	101,684.97	.00	277,044.03
191-6590-675.10-04	ACCRUED LEAVES PAYOFF	0	1,213.08	.00	1,213.08-
191-6590-675.10-14	SPECIALITY PAY	1,825	567.00	.00	1,258.00
191-6590-675.10-15	AUTO ALLOWANCE	2,057	638.93	.00	1,418.07
191-6590-675.10-31	LIFE INSURANCE	401	110.02	.00	290.98
191-6590-675.10-33	MEDICARE INSURANCE	3,544	901.92	.00	2,642.08
191-6590-675.10-35	MEDICAL INSURANCE-ACTIVE	53,090	13,020.59	.00	40,069.41
191-6590-675.10-38	WORKERS COMP INS ALLOC	4,984	.00	.00	4,984.00
191-6590-675.10-44	PERS - MISCELLANEOUS	140,621	94,895.73	.00	45,725.27
191-6590-675.10-48	CITY 1% MATCH - RHS PLAN	1,212	430.67	.00	781.33
191-6590-675.30-39	OTHER PROFESSIONAL	276,950	49,704.77	10,100.00	217,145.23
191-6590-675.40-23	INTERNAL COMM EQUIP	29	.00	.00	29.00
191-6590-675.40-24	INTERNAL TELEPHONE EQUIP	3,590	.00	.00	3,590.00
191-6590-675.40-26	INTERNAL COMPUTER EQUIP	13,857	.00	.00	13,857.00
191-6590-675.50-11	LIABILITY INS ALLOCATION	4,879	.00	.00	4,879.00
191-6590-675.50-12	PROPERTY INS ALLOCATION	525	.00	.00	525.00
191-6590-675.50-33	TELEPHONE-CELL PHONE CHGS	1,800	493.76	.00	1,306.24
191-6590-675.50-41	ADVERTISING	38,570	42,677.94	6,750.00	10,857.94-
191-6590-675.50-51	PRINTING AND BINDING	31,198	.00	.00	31,198.00
191-6590-675.50-53	INTERNAL GARBAGE	567	160.00	.00	407.00
191-6590-675.50-54	INTERNAL SEWER	378	106.00	.00	272.00
191-6590-675.50-61	REIMBURSABLE EXPENSE	5,000	.00	.00	5,000.00
191-6590-675.50-62	ENTERTAINING GUESTS	9,221	155.43	.00	9,065.57
191-6590-675.50-64	TRAVEL (OPERATIONAL)	122,753	61,978.81	.00	60,774.19
191-6590-675.50-65	DUES & SUBSCRIPTIONS	9,151	2,242.88	.00	6,908.12
191-6590-675.50-91	OTHER OUTSIDE SERVICES	12,730	10,557.26	.00	2,172.74
191-6590-675.60-21	WATER	2,500	.00	.00	2,500.00
191-6590-675.60-22	NATURAL GAS	750	50.16	.00	699.84
191-6590-675.60-23	ELECTRICITY	2,000	1,337.79	.00	662.21
191-6590-675.60-31	OFFICE SUPPLIES	3,000	630.19	83.86	2,285.95
191-6590-675.60-39	COMPUTER SUPPLIES	0	4,648.81	.00	4,648.81-
191-6590-675.60-51	OTHER MATERIALS/SUPPLIES	0	4,100.53	.00	4,100.53-
191-6590-675.60-61	FURNITURE & EQUIP (MINOR)	0	.00	615.06	615.06-
191-6590-675.70-12	CONTRIBUTIONS	2,463,000	18,150.00	7,500.00	2,437,350.00
* VISIT BAKERSFIELD		3,588,911	410,457.24	25,048.92	3,153,404.84
** CONVENTION VISITOR BUREAU		3,588,911	410,457.24	25,048.92	3,153,404.84
*** ECONOMIC/COMMUNITY DEVEL		3,588,911	410,457.24	25,048.92	3,153,404.84
**** TRANSIENT OCCUPANCY TAXES		3,588,911	410,457.24	25,048.92	3,153,404.84
		3,588,911	410,457.24	25,048.92	3,153,404.84

## ADMINISTRATIVE REPORT

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Meeting Date: November 16, 2022  
Agenda Item: VIII.A.  
To: Board of Directors  
From: David Lyman, Manager  
Subject: Approval of 2023 Board Meeting Calendar

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**Recommendation:** To be determined by the Board.

**Background:** Your Board has traditionally met on the third Wednesday of every month at 8AM. However, the Board may consider and approve alternative dates and times for monthly meetings if deemed advantageous for the Board.

The third Wednesdays of each month in 2023 are below:

January 18  
February 15  
March 15  
April 19  
May 17  
June 21  
July 19  
August 16  
September 20  
October 18  
November 15  
December 20

## ADMINISTRATIVE REPORT

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Meeting Date: November 16, 2022  
Agenda Item: VIII.B.  
To: Board of Directors  
From: David Lyman, Manager  
Subject: History of Greater Bakersfield CVB

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**Recommendation:** None. Staff presentation only.

**Background:** The Greater Bakersfield Convention and Visitors Bureau (CVB) began as a committee of the Greater Bakersfield Chamber of Commerce. It then became a separate organization and was recognized by the State of California Franchise Tax Board as a 501(c)6 nonprofit public benefit corporation. Its tax-exempt status is effective July 26, 1985.

At one time, the CVB shared space with the Chamber in a building at 1033 Truxtun Avenue, where today's Centennial Plaza is. At that same time, the City's Economic and Community Development Department was housed in a former medical office a few blocks to the east at 515 Truxtun Avenue.

When Centennial Plaza and the Centennial Garden Arena were being built, the Chamber moved to its current location at 1725 Eye Street. The CVB moved to 1325 "P" Street, where McMurtrey Aquatic Center and Ice Sports Center are today. The building that the Chamber and CVB shared on Truxtun Avenue was then moved to 801 South Mt. Vernon Avenue. Today that building houses the Kern County Farm Bureau.

Coincidentally, the director of the Economic and Community Development Department wanted to be located closer to City Hall, so the department secured space as one of the first tenants in a new office building being built at 900 Truxtun Avenue.

When the aquatic and ice sports centers were built, the CVB moved to a modular building parked outside the City's Economic and Community Development Department, with the understanding that when department moved, the building would be demolished, the City would donate the land to the CVB, and a new building would be built for the CVB at 515 Truxtun Avenue.

At that time, the City provided the CVB with 11% of the fiscal year's total Transient Occupancy Tax (TOT) revenue. The CVB was a membership organization and earned additional revenue by offering memberships. The CVB executed a note and deed of trust and used funds provided by the City's sharing of TOT revenue to repay the note.

The building, designed by Ordiz Melby and built by Wallace and Smith, was finished in 2004 and included extra space for storage or for a tenant. The building was the winner of the Arts Council of Kern Innovation Award in 2004 and AIA Golden Empire Merit Award in 2009.

In 2007, after a series of CVB staff vacancies including the Executive Director position, City Manager Alan Tandy proposed an arrangement where City staff would provide the day-to-day operations of the CVB. The City has functions such as human resources,

legal, financial, and other services – services that the CVB had been contracting for, which reduced funds available for attracting vents and activities. Those proposed changes were included in Agreement 07-314, a ten-year agreement that was approved by the City Council on August 29, 2007.

As noted in the Administrative Report to the City Council that accompanied Agreement 07-314, the CVB board had become more involved with day-to-day operations instead of policy issues and priorities for recruiting events. “The board members are unpaid volunteers whose role should be on the large scale goals and return on investments for sponsored events, rather than day to day operations,” said the report.

The agreement also included the following provisions:

- The CVB would pay off its building mortgage,
- The building would be in joint tenancy between the City and the CVB,
- Future budgets would be based upon the City’s budgeting process instead of the fixed 11% TOT allocation, and
- Quarterly meetings between the City Manager and the CVB Executive Board would be held.

While there was an existing CVB staff complement, City staff undertook a comprehensive analysis of what positions should be required for a City-run operation and wrote the necessary position specifications. Existing CVB staff members were allowed to apply for those City positions.

At the time the agreement was executed, there was no CVB Executive Director, as the previous Executive Director had left after only about six months. I was tasked with being the Interim Manager to oversee the transition from the existing private membership-based operation to a future City-run function.

The day-to-day operations of the CVB were housed organizationally under the City’s Economic and Community Development Department. In early February 2008 the first new City employees at the CVB were hired: Don Cohen as Manager and Chris Huot as Marketing and Events Specialist. Matt Billingsley began as Senior Sales Representative in April 2008. One additional Senior Sales Representative would later be hired. They were joined by a previous CVB employee who had been hired as a City Clerk Typist, bringing the initial staff complement to five. That second Senior Sales Representative took another job, and that position later was eliminated, reducing the staff complement to four.

Because of the success of this new arrangement, it was extended for another ten years through Agreement 16-251 that expires June 30, 2027. This agreement included some minor technical changes to the first agreement that reflected the current operating environment, plus the following provisions:

- City would provide CVB with a 30 day notice should the City plan to relocate the staff from the current location.
- Staff would work for the CVB to review the CVB bylaws to be consistent with the new agreement. These bylaws were approved by board action on January 18, 2017 and remain in effect.
- The frequency of meetings between the City Manager and the CVB Executive Board were reduced from quarterly to twice a year.

I replaced Mr. Cohen as Manager in 2011. In May 2012, the operations of the CVB were transferred to the City Manager's Office when the Economic and Community Development was disbanded.

In 2019, a second Senior Sales Representative position was reinstated, returning the Visit Bakersfield staff complement to five. In 2021, Visit Bakersfield, was transferred to the newly-formed Economic and Community Development Department (which was different than the previous department with the same name). In 2022, the Marketing and Events Specialist resigned and that position is currently vacant.

The City provides directors' and officer's insurance for all board members. As part of the annual application for coverage, a financial statement for the corporation is required. City Finance Director and CVB Treasurer Randy McKeegan prepared the attached comparative balance sheet. According to this, the CVB's assets as of June 30, 2022 total \$237,049, which is 50% of the ownership of the property at 515 Truxtun Avenue.

The Visit Bakersfield budget is included as part of the Economic and Community Development Department's budget request to City Council. As required by Agreement 16-251, City staff presents the proposed budget to your board no later than the April board meeting for approval. In keeping with the long-established policy established by the City Manager when the City took over the day-to-day operations of the CVB in 2007, Visit Bakersfield funds left over in one fiscal year are carried over into the next fiscal year.

Visit Bakersfield is funded solely by TOT revenues. No General Fund or Public Services & Vital Services (PSVS) (Measure "N") Funds are used. The only non-TOT funding sources used by Visit Bakersfield have been through small grants, such as the Kern County Tourism Promotion Grant Program and The Bakersfield Californian Foundation.

AGREEMENT NO. 06-201

**AGREEMENT BETWEEN THE CITY OF BAKERSFIELD  
AND  
THE GREATER BAKERSFIELD  
CONVENTION AND VISITORS' BUREAU**

**THIS AGREEMENT** is entered into on JUL 19 2006, by and between the **CITY OF BAKERSFIELD**, a California charter city ("CITY"), and the **GREATER BAKERSFIELD CONVENTION AND VISITORS BUREAU**, a California non-profit corporation ("CONTRACTOR").

**R E C I T A L S**

**WHEREAS**, CITY wishes to publicize the benefits and advantages of CITY as a destination center for holding conventions; and

**WHEREAS**, CITY owns Rabobank Arena, Theater, and Convention Center available for organizations and groups wishing to hold conventions; and

**WHEREAS**, CITY contracts with SMG, INC. (a Pennsylvania corporation authorized to do business in the State of California, acting herein on behalf of the City of Bakersfield ("SMG" herein)) to operate and manage the Rabobank Arena, Theater, and Convention Center; and

**WHEREAS**, CONTRACTOR operates a "Convention and Visitors Bureau" for the purpose of inviting, attracting and welcoming visitors and providing services, such as badges, registration, sales and solicitations, and other services incidental to conventions and visitor care that position Bakersfield as a destination for conventions, sporting events, and individual travel.

**NOW, THEREFORE**, the parties agree as follows:

**1. CONTRACTOR'S DUTIES.** CONTRACTOR shall operate its Convention and Visitors' Bureau for the purpose of promoting CITY. CONTRACTOR shall solicit and service meetings and conventions, create promotional written materials, respond to visitor inquiries, promote or produce special events to draw attention to the area, enhance public relations and promote attendance at trade shows. CONTRACTOR shall not charge CITY or SMG for promoting any CITY-owned facilities.

**2. CONTRACTOR TO COOPERATE WITH CITY.** CONTRACTOR shall cooperate with City, through its City Manager or designee (herein "City Manager") in all matters involving CITY's Rabobank Arena, Theater, and Convention Center. This includes, but it not limited to, full and prompt exchange of information with SMG on prospective events and bookings and the keeping of a duplicate list of proposed events. CONTRACTOR shall promptly inform City Manager and SMG whenever CONTRACTOR has made a booking arrangement.

**2.1 Convention of Record.** For purposes relating to the Convention Center, a "Convention of Record" shall mean a meeting or conference held in the Convention Center requiring attendees to register prior to attendance, and continuing for two or more consecutive days (not including move-in or move-out days), and attended by persons who occupy for one or more nights more than two hundred (200) hotel rooms within the City of Bakersfield per night.

**3. CITY MANAGER CONTROLS RATES AND DATES.** No member, officer or employee of CONTRACTOR shall make any commitment as to dates or rental rates for the Rabobank Arena, Theater, and Convention Center without the prior consent of City Manager or SMG.

**4. INDIVIDUAL MEMBERSHIPS FOR CITY.** City Manager and Representative of the Rabobank Arena, Theater, and Convention Center (appointed by City Manager) shall have individual memberships in the Convention and Visitors' Bureau at no cost to CITY. City Manager, City Finance Director and CITY Rabobank Arena, Theater, and Convention Center Representative shall be members of CONTRACTOR's Board of Directors.

**5. BYLAWS.** CONTRACTOR shall adopt bylaws approved in advance by the City Attorney and said bylaws shall incorporate, at a minimum, Paragraphs 1 ("Contractor's Duties"), 2 ("Contractor to Cooperate with City"), 6 ("Contractor's Board of Directors"), 10 ("Books and Records"), and 11 ("Annual Audit") herein.

**6. CONTRACTOR'S BOARD OF DIRECTORS.** CONTRACTOR'S Board of Directors shall be composed of members having the following characteristics:

<u>Board Members</u>	<u>Board Member Qualifications</u>	<u>How Selected</u>
4	Hotel/Motel Industry	Elected by Membership
4	Members at Large	Elected by Membership
1	City Manager or Designee	Appointed by CITY
1	City Finance Director	Appointed by CITY
1	Rabobank Arena, Theater, and Convention Center	Appointed by CITY
<u>1</u>	Bakersfield Visitors Industry	Elected by BOARD
12	<b>Total Board Members</b>	

## **6.1 Contractor's Executive Board.**

**6.1.1** CONTRACTOR shall require its Executive Board to schedule and conduct Quarterly Meetings with the City Manager at which time the required quarterly activity reports shall be reviewed. This meeting shall include CONTRACTOR's President and shall be scheduled with the City Manager by the CONTRACTOR's Executive Director.

**6.1.2** CONTRACTOR shall require the makeup of its Executive Board to include one of the three CITY appointment members within the Executive Board.

**6.1.3** CONTRACTOR's Executive Board shall notify the City Manager with the names of potential Presidential Candidates of CONTRACTOR in order to allow CITY participation in the process.

**7. PAYMENTS TO CONTRACTOR.** For CONTRACTOR's services rendered between July 1 and June 30 (a fiscal year), CITY agrees to pay CONTRACTOR eleven percent (11%) of the total transient occupancy tax revenue realized by CITY for the fiscal year that services are received. Payments will be in twelve (12) equal monthly installments during the fiscal year based on the transient occupancy tax budgeted by CITY with reconciliation in September following the end of each fiscal year

**7.1 CONTRACTOR'S Board to Approve Claims.** CONTRACTOR's Board of Directors shall approve all claims before CONTRACTOR tenders them to CITY.

**7.2 Copy of Budget.** CONTRACTOR shall attach a copy of its annual budget to this Agreement.

**8. FORM OF CLAIM.** CONTRACTOR shall submit its demand for payment on CITY's "form of claim". CONTRACTOR shall tender its claim in accordance with CITY's rules and procedure and the terms of this Agreement.

**9. DESCRIPTION OF SERVICES.** CONTRACTOR's claims for payment shall describe the services CONTRACTOR performed for CITY during the claim period.

**10. BOOKS AND RECORDS.** CONTRACTOR shall, in accordance with generally accepted accounting principles, keep and maintain accurate books and records in accounting for all its receipts and disbursements. CONTRACTOR shall ensure that adequate internal controls are in place regarding the review and approval of all claims and disbursements. CONTRACTOR's files associated with all receipts and disbursements shall be retained for a period of not less than five (5) years. CITY may inspect and audit CONTRACTOR's books and records at reasonable times.

**10.1** CONTRACTOR shall present to CITY by March 1 of each year an annual budget based on the fiscal year from July 1 through June 30, along with an annual marketing plan.

**10.2** CONTRACTOR shall prepare and deliver a "quarterly performance report" to the City Manager. The quarterly performance report shall describe CONTRACTOR's efforts of soliciting for conventions and visitor development. The report shall describe meetings and conventions (booked and proposed), contacts with individuals and entities, service assistance to meetings and conventions, and staff travel in relationship to soliciting meetings and visitor development.

**11. ANNUAL AUDIT.** At the end of each fiscal year, CONTRACTOR shall have a Certified Public Accountant (Auditor) prepare an "annual financial audit" in conformance with generally accepted accounting principles and generally accepted auditing standards. CONTRACTOR's Board of Directors shall meet with Auditor annually, upon completion of the annual financial audit, to review any findings or recommendations of the Auditor. CONTRACTOR shall deliver a copy of the annual financial audit to CITY for review by December 31<sup>st</sup> of each year; within six (6) months following the end of the fiscal year. CONTRACTOR shall pay the cost of this audit.

**12. CONTRACTOR'S STATEMENTS OF POLICY.** Unless expressly authorized by resolution or order of CITY's Council, CONTRACTOR shall not express, publicize, or otherwise declare any matter of policy for or on CITY's behalf.

**13. CONTRACTOR'S OBLIGATIONS.** CONTRACTOR shall not pledge CITY's credit at any time, or for any purpose. CONTRACTOR's obligations shall be the sole and separate obligations of CONTRACTOR. CONTRACTOR shall hold CITY free and harmless from CONTRACTOR's obligations.

**14. INDEMNITY.** CONTRACTOR shall indemnify, defend and hold harmless CITY, its officers, agents and employees against any and all liability, claims, actions, causes of action or demands whatsoever against them, or any of them, before administrative or judicial tribunals of any kind whatsoever, arising out of, connected with, or caused by CONTRACTOR, CONTRACTOR's employees, agents, independent contractors, companies or subcontractors in the performance of, or in any way arising from, the terms and provisions of this Agreement whether or not caused in part by a party indemnified hereunder, except for CITY's sole active negligence or willful misconduct.

**15. INSURANCE.** In addition to any other insurance or bond required under this Agreement, the CONTRACTOR shall procure and maintain for the duration of this Agreement the following types and limits of insurance ("basic insurance requirements" herein):

**15.1 Automobile liability insurance**, providing coverage on an occurrence basis for bodily injury, including death, of one or more persons, property damage and personal injury, with limits of not less than One Million Dollars (\$1,000,000) per occurrence; and the policy shall:

**15.1.1** Provide coverage for owned, non-owned and hired autos.

**15.2 Broad form commercial general liability insurance**, unless otherwise approved by the CITY's Risk Manager, providing coverage on an occurrence basis for bodily injury, including death, of one or more persons, property damage and personal injury, with limits of not less than One Million Dollars (\$1,000,000) per occurrence; and the policy shall:

**15.2.1** Provide contractual liability coverage for the terms of this Agreement.

**15.2.2** Provide products and completed operations coverage.

**15.2.3** Contain an additional insured endorsement in favor of CITY, its mayor, council, officers, agents, employees and volunteers.

**15.3 Workers' compensation insurance** with statutory limits and employer's liability insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence; and the policy shall contain a waiver of subrogation in favor of CITY, its mayor, council, officers, agents, employees and designated volunteers.

**15.4** All policies required of the CONTRACTOR shall be primary insurance as to CITY, its mayor, council, officers, agents, employees or designated volunteers and any insurance or self-insurance maintained by CITY shall be excess of the CONTRACTOR's insurance and shall not contribute with it.

**15.5** Except for workers' compensation, insurance is to be placed with insurers with a Bests' rating as approved by CITY's Risk Manager, but in no event less than A:V. Any deductibles, self-insurance retentions or insurance in lesser amounts, or lack of certain types of insurance otherwise required by this Agreement, or insurance rated below Bests' A:V, must be declared prior to execution of this Agreement and approved by CITY in writing.

**15.6** Unless otherwise approved by CITY's Risk Manager, all policies shall contain an endorsement providing CITY with thirty (30) days written notice of cancellation or material change in policy language or terms. All policies shall provide that there shall be continuing liability thereon, notwithstanding any recovery on any policy. Copies of policies shall be delivered to CITY on demand.

**15.7** The insurance required hereunder shall be maintained at all times during the term of this Agreement or any extension thereof.

**15.8** The CONTRACTOR shall furnish CITY's Risk Manager with a certificate of insurance and required endorsements evidencing the insurance required. The CITY may withdraw its offer of contract or cancel this contract if certificates of insurance and endorsements required have not been provided prior to the execution of this Agreement.

**15.9** Full compensation for all premiums which the CONTRACTOR is required to pay on all the insurance described herein shall be considered as included in the prices paid for the various items of work to be performed under the Agreement, and no additional allowance will be made therefor or for additional premiums which may be required by extensions of the policies of insurance.

**15.10** It is further understood and agreed by the CONTRACTOR that its liability to CITY shall not in any way be limited to or affected by the amount of insurance obtained and carried by the CONTRACTOR in connection with this Agreement.

**15.11** Unless otherwise approved by CITY, if any part of the work under this Agreement is subcontracted, the "basic insurance requirements" set forth above shall be provided by, or on behalf of, all subcontractors even if CITY has approved lesser insurance requirements for CONTRACTOR.

**16. TERMINATION OF CONTRACT.** CITY, at its option, may terminate this Agreement on thirty (30) days' written notice delivered personally to any corporate officer of CONTRACTOR, or to CONTRACTOR's Executive Director, or by certified mail, postpaid, return receipt requested, addressed to any corporate officer or the CONTRACTOR's president. Immediately after CONTRACTOR receives such notice of termination, CONTRACTOR shall stop any services for or on behalf of CITY. CITY agrees to pay CONTRACTOR a pro-rata amount for CONTRACTOR's services to CITY, and to include date of termination. If service of such notice is by certified mail, "date of service" means date of mailing.

**17. EFFECTIVE DATES.** This Agreement shall be effective from July 1, 2006, through June 30, 2009.

**18. ASSIGNMENT.** Neither this Agreement, nor any interest in it, may be assigned or transferred by any party without the prior written consent of all the parties. Any such assignment will be subject to such terms and conditions as CITY may choose to impose.

**19. BINDING EFFECT.** The rights and obligations of this Agreement shall inure to the benefit of, and be binding upon, the parties to the Agreement and their heirs, administrators, executors, personal representatives, successors and assigns.

**20. COMPLIANCE WITH ALL LAWS.** CONTRACTOR shall, at CONTRACTOR's sole cost, comply with all of the requirements of Municipal, State and Federal authorities now in force or which may hereafter be in force, pertaining to this Agreement, and shall faithfully observe in all activities relating to or growing out of this Agreement all Municipal ordinances and State and Federal statutes, rules or regulations, and permitting requirements now in force or which may hereafter be in force including, without limitation, obtaining a City of Bakersfield business tax certificate (Bakersfield Municipal Code Chapter 5.02) where required.

**21. CORPORATE AUTHORITY.** Each individual signing this Agreement on behalf of entities represents and warrants that they are, respectively, duly authorized to sign on behalf of the entities and to bind the entities fully to each and all of the obligations set forth in this Agreement.

**22. EXECUTION.** This Agreement is effective upon execution. It is the product of negotiation and all parties are equally responsible for authorship of this Agreement. Section 1654 of the California Civil Code shall not apply to the interpretation of this Agreement.

**23. GOVERNING LAW.** The laws of the State of California will govern the validity of this Agreement, its interpretation and performance. Any litigation arising in any way from this Agreement shall be brought in Kern County, California.

**24. FURTHER ASSURANCES.** Each party shall execute and deliver such papers, documents and instruments, and perform such acts as are necessary or appropriate, to implement the terms of this Agreement and the intent of the parties to this Agreement.

**25. INDEPENDENT CONTRACTOR.** This Agreement calls for the performance of the services of CONTRACTOR as an independent contractor. CONTRACTOR is not an agent or employee of CITY for any purpose and is not entitled to any of the benefits provided by CITY to its employees. This Agreement shall not be construed as forming a partnership or any other association with CONTRACTOR other than that of an independent contractor.

**25.1** CITY shall have no right to direct CONTRACTOR as to when, where, and how to work, or the order in which items of work are done. CITY is interested in the results of the work only.

**26. MERGER AND MODIFICATION.** All prior agreements between the parties are incorporated in this Agreement which constitutes the entire agreement. Its terms are intended by the parties as a final expression of their agreement with respect to such terms as are included herein and may not be contradicted by evidence of any prior agreement or contemporaneous oral agreement. The parties further intend this Agreement constitutes the complete and exclusive statement of its terms and no

extrinsic evidence whatsoever may be introduced in any judicial or arbitration proceeding involving this Agreement. This Agreement may be modified only in a writing approved by the City Council and signed by all the parties.

**27. NEGATION OF PARTNERSHIP.** CITY shall not become or be deemed a partner or joint venturer with CONTRACTOR or associate in any such relationship with CONTRACTOR by reason of the provisions of this Agreement. CONTRACTOR shall not for any purpose be considered an agent, officer or employee of CITY.

**28. NO WAIVER OF DEFAULT.** The failure of any party to enforce against another party any provision of this Agreement shall not constitute a waiver of that party's right to enforce such a provision at a later time, and shall not serve to vary the terms of this Agreement.

**29. NON-INTEREST.** No officer or employee of CITY shall hold any interest in this Agreement (California Government Code section 1090).

**30. NOTICES.** All notices relative to this Agreement shall be given in writing and shall be personally served or sent by certified or registered mail and be effective upon actual personal service or depositing in the United States mail. The parties shall be addressed as follows or at any other address designated by notice:

**CITY:** **CITY OF BAKERSFIELD**  
City Hall  
1501 Truxtun Avenue  
Bakersfield, California 93301

**CONTRACTOR:** **BAKERSFIELD CONVENTION & VISITORS BUREAU**  
515 Truxtun Avenue  
Bakersfield, California 93301  
Telephone: (661) 325-5051


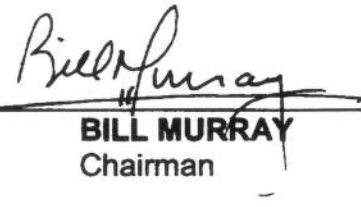
**31. PARAGRAPH TITLES.** The "headings" or "titles" of various paragraphs in this Agreement are for convenience only. They shall not be employed in construing or interpreting this Agreement.

**32. AGREEMENT IS NEGOTIATED.** This Agreement is the product of negotiation is shall not be construed against either party.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed, the day and year first-above written.

**"CITY"**  
**CITY OF BAKERSFIELD**

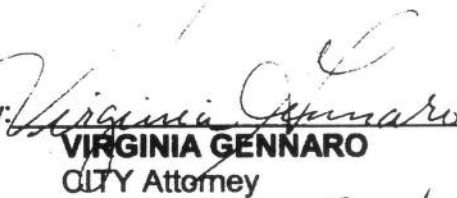
**"CONTRACTOR"**  
**GREATER BAKERSFIELD  
CONVENTION AND VISITORS BUREAU**

By:  By:   
**HARVEY L. HALL** **BILL MURRAY**  
Mayor Chairman

APPROVED AS TO CONTENT:  
**CITY MANAGER**

By:   
**ALAN TANDY**  
CITY Manager

APPROVED AS TO FORM:  
**VIRGINIA GENNARO**  
City Attorney

By:   
**VIRGINIA GENNARO**  
CITY Attorney

Insurance 

COUNTERSIGNED:

By:   
**NELSON SMITH**  
Finance Director

Attachments: Certificates of Insurance

# ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
07/12/2006PRODUCER (661)835-4542 FAX (661)835-4500  
Kern Insurance Associates, Inc.  
License # 0415101  
P.O. Box 11390  
Bakersfield, CA 93389-1390THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION  
ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE  
HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR  
ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

## INSURERS AFFORDING COVERAGE

NAIC #

INSURED Greater Bakersfield Convention  
515 Truxtun Ave  
Bakersfield, CA 93301

INSURER A: Nat'l Liability &amp; Fire Ins. Co

INSURER B:

INSURER C:

INSURER D:

INSURER E:

## COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING  
ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR  
MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH  
POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR INSR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
	<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO- JECT <input type="checkbox"/> LOC				EACH OCCURRENCE	\$
					DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
					MED EXP (Any one person)	\$
					PERSONAL & ADV INJURY	\$
					GENERAL AGGREGATE	\$
					PRODUCTS - COMP/OP AGG	\$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	\$
					BODILY INJURY (Per person)	\$
					BODILY INJURY (Per accident)	\$
					PROPERTY DAMAGE (Per accident)	\$
	<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT	\$
					OTHER THAN EA ACC	\$
					AUTO ONLY: AGG	\$
	<b>EXCESS/UMBRELLA LIABILITY</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE  <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE	\$
					AGGREGATE	\$
						\$
						\$
						\$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below  OTHER	0100009512-051	05/31/2006	05/31/2007	X WC STATU- TORY LIMITS	OTH- ER
					E.L. EACH ACCIDENT	\$ 1,000,000
					E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
					E.L. DISEASE - POLICY LIMIT	\$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS  
A waiver of subrogation applies in regards to the Workers Compensation for The City of  
Bakersfield.

\* 10 Days Notice For Non-Payment of Premium.

## CERTIFICATE HOLDER

The City Of Bakersfield  
Attn: John Stinson, Asst. City Manager  
1501 Truxtun Avenue  
Bakersfield, CA 93301

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE  
EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL  
30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT  
BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY  
OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Will Laramore/LIEBRA

William J. Laramore

©ACORD CORPORATION 1988

## **IMPORTANT**

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

## **DISCLAIMER**

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

07-25-'06 10:00 FROM-WMI-BAKERSFIELD

661-834-6662

T-632 P002/006 F-441

**ACORD CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

07/25/2006

PRODUCER (661)834-6222 FAX (661)281-4992  
**Walter Mortensen Insurance, Inc**  
 License #90267  
 4701 Stockdale Hwy.  
 Bakersfield, CA 93309

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

**INSURERS AFFORDING COVERAGE**

NAIC #

INSURED **Greater Bakersfield Convention & Visitors Bureau**  
 515 Truxtun  
 Bakersfield, CA 93301

INSURER A: **Great American Assurance**

26344

INSURER B: **American States Insurance Co**

19704a

INSURER C:

INSURER D:

INSURER E:

**COVERAGES**

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR	ADD'L	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A		GENERAL LIABILITY	PAC225468408	10/09/2005	10/09/2006	EACH OCCURRENCE \$ 1,000,000
		<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Per occurrence) \$ 100,000
		<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person) \$ 5,000
		GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC				PERSONAL & ADV INJURY \$ 1,000,000
						GENERAL AGGREGATE \$ 2,000,000
						PRODUCTS - COMP/OP AGG \$ 1,000,000
B		AUTOMOBILE LIABILITY	01CG6571592	10/08/2005	10/08/2006	COMBINED SINGLE LIMIT (Per accident) \$ 1,000,000
		<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$
		<input checked="" type="checkbox"/> SCHEDULED AUTOS				BODILY INJURY (Per accident) \$
		<input checked="" type="checkbox"/> HIRED AUTOS				PROPERTY DAMAGE (Per accident) \$
		<input checked="" type="checkbox"/> NON-OWNED AUTOS				
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
		<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC \$
						AUTO ONLY: AGG \$
		EXCESS/UMBRELLA LIABILITY				EACH OCCURRENCE \$
		<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE \$
						\$
						\$
						\$
		DEDUCTIBLE				\$
		RETENTION \$				\$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATUTORY LIMITS \$
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				OTH-ER \$
		If yes, describe under SPECIAL PROVISIONS below				E.L. EACH ACCIDENT \$
		OTHER				E.L. DISEASE - EA EMPLOYEE \$
						E.L. DISEASE - POLICY LIMIT \$

**REVISED**

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

The City of Bakersfield, mayor, council, its officers, agents, employees and volunteers are named additional insured as respects written contract per attached CG 8224 1201 endorsement

This certificate is revised and supersedes previously issued of 7-11-06

**CERTIFICATE HOLDER**

City of Bakersfield  
 Ralph Corn  
 Risk Manager  
 1501 Truxtun Ave  
 Bakersfield, CA 93301

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT. BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Wayne Deats/DMB

07-25-'06 10:01 FROM-WMI-BAKERSFIELD

661-834-6662

T-632 P003/006 F-441



Administrative Offices  
 880 Walnut Street  
 Cincinnati, Ohio 45202  
 Tel: 1-813-388-6000

CG 82 24  
 (Ed. 12 01)

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**SOCIAL SERVICE AGENCY GENERAL LIABILITY BROADENING ENDORSEMENT**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

1. The following provision is added to **SECTION II - WHO IS AN INSURED**

**5. AUTOMATIC ADDITIONAL INSURED(S)**

**a. Additional Insured - Manager or Lessor of Premises**

- (1) This policy is amended to include as an insured any person or organization (hereinafter called Additional Insured) from whom you lease or rent property and which requires you to add such person or organization as an Additional Insured on this policy under:

- (a) a written contract; or
- (b) an oral agreement or contract where a Certificate of Insurance showing that person or organization as an Additional Insured has been issued;

but the written or oral contract or agreement must be an "insured contract," and,

- (i) currently in effect or become effective during the term of this policy; and
- (ii) executed prior to the "bodily injury," "property damage," "personal and advertising injury."

- (2) With respect to the insurance afforded the Additional Insured identified in Paragraph A.f) of this endorsement, the following additional provisions apply:

- (a) This insurance applies only to liability arising out of the ownership, maintenance or use of that portion of the premises leased to you.
- (b) The Limits of Insurance applicable to the Additional Insured are the lesser of those specified in the written contract or agreement or in the Declarations for this policy and subject to all the terms, conditions, and exclusions for this policy. The Limits of Insurance applicable to the Additional Insured are inclusive of and not in addition to the Limits of Insurance shown in the Declarations.
- (c) In no event shall the coverages or Limits of Insurance in this Coverage Form be increased by such contract.
- (d) Coverage provided herein is excess over any other valid and collectible insurance available to the Additional Insured whether the other insurance is primary, excess,

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CG 82 24 (Ed. 12/01) XS

(Page 1 of 4)

CITY OF BAKERSFIELD  
 ORIGINAL

07-25-'06 10:01 FROM-WMI-BAKERSFIELD

661-834-6662

T-632 P004/006 F-441

contingent or on any other basis unless a written contractual arrangement specifically requires this insurance to be primary.

(3) This insurance does not apply to:

- (a) Any "occurrence" or offense which takes place after you cease to be a tenant in that premises.
- (b) Structural alterations, new construction or demolition operations performed by or on behalf of the "Additional Insured."

**b. Additional Insured - Funding Sources**

(1) This policy is amended to include as an Insured any Funding Source which requires you in a written contract to name the Funding Source (hereinafter called Additional Insured) as an Insured but only with respect to liability arising out of your premises, "your work" for such Additional Insured, or acts or omissions of such Additional Insured in connection with the general supervision of "your work" and only to the extent set forth as follows:

- (a) The Limits of Insurance applicable to the Additional Insured are the lesser of those specified in the written contract or agreement or in the Declarations for this policy and subject to all the terms, conditions, and exclusions for this policy. The Limits of Insurance applicable to the Additional Insured are inclusive of and not in addition to the Limits of Insurance shown in the Declarations.
- (b) The coverage provided to the Additional Insured(s) is not greater than that cus-

tomarily provided by the policy forms specified in and required by the contract.

(c) In no event shall the coverages of Limits of Insurance in this Coverage Form be increased by such contract.

**c. Additional Insured - Contractual Obligations**

(1) This policy is amended to include as an Insured any person or organization (hereinafter called Additional Insured) that you are required by a written "insured contract" to include as an Insured, subject to all of the following provisions:

(a) Coverage is limited to liability arising out of:

- (i) your ongoing operations performed for such Additional Insured; or
- (ii) that Insured's financial control of you; or
- (iii) the maintenance, operation or use by you of equipment leased to you by such Additional Insured; or
- (iv) a state or political subdivision permit issued to you.

(b) Coverage does not apply to any "occurrence" or offense:

- (i) which took place before the execution of, or subsequent to the completion or expiration of, the written "insured contract", or
- (ii) which takes place after you cease to be a tenant in that premises.

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(c) With respect to architects, engineers, or surveyors, coverage does not apply to "Bodily Injury," "Property Damage," "Personal and Advertising Injury" arising out of the rendering or the failure to render any professional services by or for you including:

(i) the preparing, approving, or failing to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications; and

(ii) supervisory, inspection, or engineering services.

If an Additional Insured endorsement is attached to this policy and specifically names a person or organization as an Insured, then the coverage in Section II - WHO IS AN INSURED 5. Automatic Additional Insured(s) does not apply to that person or organization.

## 2. BLANKET WAIVER OF SUBROGATION

**SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**, Item 8. is replaced with:

### 8. Transfer of Rights of Recovery Against Others to us and Blanket Waiver of Subrogation

- a. If an Insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The Insured must do nothing after loss to impair them. At our request, the Insured will bring "suit" or transfer those rights to us and help us enforce them.
- b. If required by a written "insured contract", we waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of your ongoing operations or "your

work" done under a contract for that person or organization and included in the "products-completed operations hazard."

### 3. NON-OWNED OR CHARTERED WATERCRAFT

**Section I - Coverages, Coverage A**, Item 2.g.(2) is replaced with:

(2) A watercraft you do not own that is:

- (a) less than 51 feet long; and
- (b) not being used to carry persons or property for a charge.

### 4. BROADENED PERSONAL AND ADVERTISING INJURY

Unless "Personal and Advertising Injury" is excluded from this policy:

**SECTION V - DEFINITIONS** Item 14. is replaced by:

14. "Personal and Advertising Injury" means injury, including consequential "bodily injury," arising out of one or more of the following offenses:

- a. false arrest, detention or imprisonment;
- b. malicious prosecution;
- c. the wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies by or on behalf of its owner, landlord or lessor;
- d. oral, written, televised, videotaped, or electronic publication of material, in any manner, that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
- e. oral, written, televised, videotaped, or electronic publication of material, in any manner, that violates a person's right of privacy; or

07-25-'06 10:01 FROM-WMI-BAKERSFIELD

661-834-6662

T-632 P006/006 F-441

f. mental injury, mental anguish, humiliation, or shock, if directly resulting from Items 14.a. through 14.e.

g. the use of another's advertising idea in your "advertisement"; or

h. infringing upon another's copyright, trade dress or slogan in your "advertisement"

**5. MENTAL INJURY, MENTAL ANGUISH, HUMILIATION, OR SHOCK INCLUDED IN BODILY INJURY DEFINITION**

**Section V - Definitions, Item 3.** is replaced with:

3. "Bodily Injury" means physical injury, sickness, or disease, including death of a person. "Bodily injury" also means mental injury, mental anguish, humiliation, or shock if directly resulting from physical injury, sickness, or disease to that person.

**6. MEDICAL PAYMENTS**

A. The Medical Expense Limit in Paragraph 7. of **SECTION III - LIMITS OF INSURANCE** is replaced by the following Medical Expense Limit.

The Medical Expense Limit provided by this policy shall be the greater of:

a. \$10,000; or

b. The amount shown in the Declarations for Medical Expense Limit.

B. This provision 7. is subject to all the terms of **SECTION III - LIMITS OF INSURANCE**.

C. This provision 7. does not apply if **COVERAGE C. MEDICAL PAYMENTS** is excluded either by the provisions of the Coverage Part or by endorsement.

**7. DAMAGE TO PREMISES RENTED TO YOU LIMIT**

A. **SECTION III - LIMITS OF INSURANCE, Item 8.** is replaced with:

Subject to 5. above, the Damage to Premises Rented to You Limit is the most we will pay under Coverage A for damages because of "property damage" to your building, or to personal property of others in your care, custody and control while at premises rented to you or temporarily occupied by you with permission of the owner, arising out of any one fire.

The Damage to Premises Rented To You Limit is replaced by the following Damage to Premises Rented To You Limit.

The Damage to Premises Rented To You Limit is the greater of:

(1) \$300,000; or

(2) the amount shown in the Declarations for Damage to Premises Rented to You Limit.

B. This provision is subject to all the terms of **SECTION III - LIMITS OF INSURANCE**.

C. This provision 5. does not apply if Damage to Premises Rent to You Liability of **COVERAGE A (SECTION I)** is excluded either by the provisions of the Coverage Part or by endorsement.

**8. SUPPLEMENTARY PAYMENTS**

A. In the **SUPPLEMENTARY PAYMENTS - COVERAGES A and B** provision, Item 1.b., and 1.d are replaced with:

1.b. Up to \$500 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

1.d. All reasonable expenses incurred by the Insured at our request to assist us in the investigation or defense of the claim or "suit," including actual loss of earnings up to \$500 a day because of time off work.

This endorsement does not change any other provision of the policy.



# ADMINISTRATIVE REPORT

**MEETING DATE:** August 29, 2007

**AGENDA SECTION:** Consent Calendar  
**ITEM:** 4.p.

**TO:** Honorable Mayor and City Council

**APPROVED**

**FROM:** Alan Tandy, City Manager

**DEPARTMENT HEAD**

**DATE:** August 3, 2007

**CITY ATTORNEY**

**CITY MANAGER**

**SUBJECT:** Agreement with the Greater Bakersfield Convention and Visitors Bureau

**RECOMMENDATION:** Staff recommends approval of the agreement.

**BACKGROUND:** On a periodic basis, we update and alter our contract with the Bakersfield Convention and Visitors Bureau (CVB). We contract for services with them using Transient Occupancy Tax funds (Hotel Tax) to bring convention, sporting events, and related attractions to Bakersfield to fill our hotel rooms.

This past year, we have worked directly with the CVB Executive Committee and Board to identify a series of changes to the contract that we believe will improve the effectiveness of the use of the dollars allocated, so they can focus more on attracting events and pay less on overhead and related cost.

The City, of course, has a Human Resources Department, Finance Office, Legal Department, annual audit and other services for City operations. The CVB has been paying for all these things from private sources, which only reduces the money available to attract events and activities.

In addition, the CVB Board has been drawn into day to day operations more and more, with repeated staff vacancies, rather than focusing on policy issues and identification of priorities for recruiting events. The board members are unpaid volunteers whose role should be on the large scale goals and return on investments for sponsored events, rather than on day to day operations. The closest model in the City structure would be the Redevelopment Agency, where the City staffs the function and the Board sets policy and does long term goals, subject to Council approvals. This contract amendment follows that model by having the City oversee the day to day operation, while the board attends to the broader priorities and issues.

Other contract conditions include:

- The board has agreed to pay off the building mortgage.
- The building will be in joint tenancy between the City and CVB.
- Future budgets will be based on normal City budgeting practices, rather than the past fixed 11% of Transit Occupancy Tax allocation.
- The term would be for ten years with two five year renewal options.
- Current CVB employees will be given the opportunity to hire on with the City, subject to Civil Service and related processes.

Thanks are due to the CVB Board of Directors for cooperating in a program that we believe will improve the efficiency and effectiveness of the dollars invested.

August 20, 2007, 10:03AM

AT:mm:al

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AGREEMENT NO. 07-314

**AGREEMENT BETWEEN THE CITY OF BAKERSFIELD  
AND  
THE GREATER BAKERSFIELD  
CONVENTION AND VISITORS BUREAU**

**THIS AGREEMENT** is entered into on AUG 29 2007, by and between the **CITY OF BAKERSFIELD**, a California charter city ("CITY"), and the **GREATER BAKERSFIELD CONVENTION AND VISITORS BUREAU**, a California non-profit corporation ("CVB").

**R E C I T A L S**

**WHEREAS**, CITY and CVB wish to publicize the benefits and advantages of CITY as a destination center for holding conventions; and

**WHEREAS**, CITY owns Rabobank Arena, Theater, and Convention Center available for organizations and groups wishing to hold conventions; and

**WHEREAS**, on July 19, 2006, CITY and CVB entered into Agreement No. 06-201 ("the Agreement") regarding the marketing of Bakersfield as a destination center for conventions, sporting and other events and individual/group travel and tourism; and

**WHEREAS**, many of the duties performed by CVB to achieve that goal overlap or are closely related to duties performed by various CITY departments; and

**WHEREAS**, CVB owns and operates out of a facility located at 515 Truxtun Avenue ("the Facility"); and

**WHEREAS**, CITY donated the land for the Facility to CVB; and

**WHEREAS**, CVB executed a note and deed of trust in order to construct the building and uses funds provided by CITY to repay the note; and

**WHEREAS**, it would be financially prudent for CVB to pay off the note and have the deed of trust reconveyed and the Facility placed under the joint ownership of CVB and CITY; and

**WHEREAS**, CVB currently has funds in reserve to pay off the note; and

**WHEREAS**, CITY and CVB have a common goal to generate more sales tax and Transient Occupancy Tax; and

**WHEREAS**, it would be advantageous for CVB and CITY to combine resources and personnel to avoid duplication of work and expenses; and

**WHEREAS**, it is the desire of CITY and CVB to have this Agreement supercede all previous agreements concerning the duties of the CVB, including Agreement No. 06-201 and any amendments thereto.

**NOW, THEREFORE**, incorporating the foregoing recitals herein, CITY and CVB mutually agree as follows:

**1. CITY'S RESPONSIBILITIES.**

**1.1** CITY shall be responsible for the day-to-day operation and management of CVB. CITY shall provide all staff necessary to perform the goal of bringing conventions, events and tourists to Bakersfield. CITY shall create the necessary job descriptions and hire and manage all employees. All staff will report to a designee selected by the City Manager.

**1.2** CITY shall establish a budget for CVB which will appropriate funds to pay all salaries and benefits of the employees, all costs necessary to accomplish the goal of CITY and CVB, as well as costs of operation, including insurance, maintenance and utilities for the Facility.

**1.3** CITY shall present the budget to CVB's Board of Directors no later than the April meeting of the Board each year for the upcoming fiscal year. After Board approves the budget, it will be presented to the City Council for approval and adoption. As part of the maintenance of the Facility, CITY shall oversee any leases.

**1.4** No sooner than January 1, 2008, of execution of this Amendment ("Transition Period"), CVB shall close out its books and transfer all funds remaining to CITY. At that time, CITY shall take over the duties hereunder. Pursuant to Paragraph 13 herein, CITY shall not be responsible for any obligations of CVB not specifically mentioned herein.

**2. CVB'S RESPONSIBILITIES.**

**2.1** CVB's Board of Directors shall establish policies, direction and priorities for CITY staff to achieve CVB's goals. CVB's Board of Directors shall have oversight and review of CITY's management of the operation pursuant to California Corporations Code Section 7210. CVB's Board shall be responsible for review and approval of the budget prepared by CITY and all expenditures. Expenditures shall be presented to the Board at each meeting in the same manner as expenditures are presented to the City Council. Any expenditure exceeding FORTY THOUSAND DOLLARS (\$40,000.00) shall be presented to the Board for prior approval. As CITY and CVB's goals are the same, CVB's Board shall not unreasonably withhold any approval of necessary expenditures.

**2.2** CVB shall permit CITY employees to work out of the Facility at no charge and have use of all space, fixtures, furnishings and equipment within the Facility. CVB shall permit CITY to utilize any existing telephone lines, computer data lines, hardware, etc., and to connect such computers and telephone lines to CITY's network and telephone service. Upon execution of this Amendment, CVB's Board of Directors shall provide CITY keys to the Facility and any security codes required for entry. CVB shall provide CITY all documentation, computer codes, passwords, etc., to enable CITY to access all computer files of CVB.

**2.3** CVB shall provide CITY with copies of all agreements currently in force, including, but not limited to, any leases of any portion of the Facility.

**2.4** Within thirty (30) days of the execution of this Agreement, CVB shall utilize CVB's reserve funds to pay off the promissory note on the Facility and convey title to the Facility to CVB and CITY equally as tenants in common.

**3. CVB'S CURRENT EMPLOYEES.** Currently, CVB employs four (4) persons. By January 1, 2008, CITY will create the job descriptions for the requisite staff. Current employees of CVB shall be free to apply to the CITY for those positions. Those employees will be required to meet the minimum requirements of the positions applied for and will undergo the same competitive process as any member of the public applying for the same position. There is no guarantee that any current employee of CVB will be hired by CITY.

If current employees are covered by employment contracts and do not apply for or do not obtain employment with CITY, CVB, not CITY, shall be obligated to comply with severance terms contained in those agreements. If employees are not covered by employment contracts and do not apply for or do not obtain employment with CITY, CVB shall comply with California law regarding severance.

**4. INDIVIDUAL MEMBERSHIPS FOR CITY.** City Manager and Representative of the Rabobank Arena, Theater, and Convention Center (appointed by City Manager) shall have individual memberships in the Convention and Visitors' Bureau at no cost to CITY. City Manager, City Finance Director and CITY Rabobank Arena, Theater, and Convention Center Representative shall be members of CVB's Board of Directors.

**5. BYLAWS.** CVB shall adopt bylaws approved in advance by the City Attorney and said bylaws shall incorporate therein, the pertinent terms of this Agreement.

**6. CVB'S BOARD OF DIRECTORS.** CVB'S Board of Directors shall be composed of members having the following characteristics:

<u>Board Members</u>	<u>Board Member Qualifications</u>	<u>How Selected</u>
4	Hotel/Motel Industry	Elected by Membership
4	Members at Large	Elected by Membership
1	City Manager or Designee	Appointed by CITY
1	City Finance Director	Appointed by CITY
1	Rabobank Arena, Theater, and Convention Center	Appointed by CITY
<u>1</u>	Bakersfield Visitors Industry	Elected by BOARD
12	<b>Total Board Members</b>	

#### **6.1 CVB's Executive Board.**

**6.1.1** CVB shall require its Executive Board to schedule and conduct Quarterly Meetings with the City Manager at which time activity reports shall be reviewed.

**6.1.2** CVB shall require the makeup of its Executive Board to include one of the three CITY appointment members within the Executive Board.

**7. BOOKS AND RECORDS.** CITY shall, in accordance with generally accepted accounting principles, keep and maintain accurate books and records in accounting for all its receipts and disbursements. CITY shall ensure that adequate internal controls are in place regarding the review and approval of all claims and disbursements. CITY's files associated with all receipts and disbursements shall be retained for a period of not less than five (5) years. CITY shall present a financial statement to the Board of Directors each year within 120 days of the end of CVB's fiscal year. CITY shall ensure all Internal Revenue Service and California Franchise Tax Board and other documents required to maintain CVB's non-profit status are timely filed. Those documents will be presented to the Board of Directors for review and approval when they are prepared and prior to filing.

**8. ANNUAL REPORT.** CITY shall cause an annual report to be sent to CVB within 120 days of the end of CVB's fiscal year. That report shall describe in appropriate detail, for the fiscal year, CVB's:

- Assets and liabilities, including trust funds, as of the end of the fiscal year;
- Principal changes in assets and liabilities, including trust funds;
- Revenue or receipts (including those that are unrestricted as well as those restricted to particular purposes);

- Expenses or disbursements (for both general and restricted purposes);
- Information required by CVB's bylaws.

The annual report shall be prepared by CITY's Finance Department in accordance with Generally Accepted Accounting Principles. The report itself will be unaudited. However, as all operating revenue and expenses will run through the CITY's accounting system, they will be subjected to an annual independent audit. Any audit findings related to CVB's operations will be reported to the CVB in a timely manner.

**9. CVB'S STATEMENTS OF POLICY.** Unless expressly authorized by resolution or order of CITY's Council, CVB shall not express, publicize, or otherwise declare any matter of policy for or on CITY's behalf.

**10. CVB'S OBLIGATIONS.** CVB shall not pledge CITY's credit at any time, or for any purpose. CVB's obligations shall be the sole and separate obligations of CVB. CVB shall hold CITY free and harmless from CVB's obligations. CVB agrees and understands that CITY is not liable for any obligations incurred prior to the execution of this Amendment or during the Transition Period set forth in Paragraph 1.4. CITY and CVB shall work closely to resolve any outstanding issues, but no funds belonging to CITY shall be utilized to resolve those prior issues, including but not limited to, employment-related matters.

**11. INDEMNITY.** CVB shall indemnify, defend and hold harmless CITY, its officers, agents and employees against any and all liability, claims, actions, causes of action or demands whatsoever against them, or any of them, before administrative or judicial tribunals of any kind whatsoever, arising out of, connected with, or caused by CVB, CVB's employees, agents, independent contractors, companies or subcontractors in the performance of, or in any way arising from, the terms and provisions of this Agreement whether or not caused in part by a party indemnified hereunder, except for CITY's sole active negligence or willful misconduct.

**12. INSURANCE.** CITY shall procure and provide property insurance for the Facility. Upon request of Board members, CITY shall procure director's and officer's insurance coverage for all Board members.

**13. TERMINATION OF CONTRACT.**

**13.1.** CITY, at its option, may terminate this Agreement on thirty (30) days' written notice delivered personally to any corporate officer of CVB, or by certified mail, postpaid, return receipt requested, addressed to any corporate officer.

**13.2.** CVB, at its option, may terminate this Agreement on six (6) months' written notice delivered personally to any corporate officer of CITY, or by certified mail, postpaid, return receipt requested, addressed to CITY, which option, if exercised, will revert all assets of CVB including, but not limited to CVB's ownership portion of the Facility and fixtures, furnishings and equipment to CITY.

**14. EFFECTIVE DATES.** This Agreement shall be effective from date of execution of this Agreement, through June 30, 2017. This Agreement may be extended or modified by mutual agreement of the parties herein. CVB shall use its best efforts to give CITY as much advance notice as possible prior to the expiration date if requesting an extension.

**15. ASSIGNMENT.** Neither this Agreement, nor any interest in it, may be assigned or transferred by any party without the prior written consent of all the parties. Any such assignment will be subject to such terms and conditions as CITY may choose to impose.

**16. BINDING EFFECT.** The rights and obligations of this Agreement shall inure to the benefit of, and be binding upon, the parties to the Agreement and their heirs, administrators, executors, personal representatives, successors and assigns.

**17. COMPLIANCE WITH ALL LAWS.** CVB shall, at CVB's sole cost, comply with all of the requirements of Municipal, State and Federal authorities now in force or which may hereafter be in force, pertaining to this Agreement, and shall faithfully observe in all activities relating to or growing out of this Agreement all Municipal ordinances and State and Federal statutes, rules or regulations, and permitting requirements now in force or which may hereafter be in force including, without limitation, obtaining a City of Bakersfield business tax certificate (Bakersfield Municipal Code Chapter 5.02) where required.

**18. CORPORATE AUTHORITY.** Each individual signing this Agreement on behalf of entities represents and warrants that they are, respectively, duly authorized to sign on behalf of the entities and to bind the entities fully to each and all of the obligations set forth in this Agreement.

**19. EXECUTION.** This Agreement is effective upon execution. It is the product of negotiation and all parties are equally responsible for authorship of this Agreement. Section 1654 of the California Civil Code shall not apply to the interpretation of this Agreement.

**20. GOVERNING LAW.** The laws of the State of California will govern the validity of this Agreement, its interpretation and performance. Any litigation arising in any way from this Agreement shall be brought in Kern County, California.

**21. FURTHER ASSURANCES.** Each party shall execute and deliver such papers, documents and instruments, and perform such acts as are necessary or appropriate, to implement the terms of this Agreement and the intent of the parties to this Agreement.

**22. MERGER AND MODIFICATION.** All prior agreements between the parties are incorporated in this Agreement which constitutes the entire agreement. Its terms are intended by the parties as a final expression of their agreement with respect to such terms as are included herein and may not be contradicted by evidence of any prior agreement or contemporaneous oral agreement. The parties further intend this Agreement constitutes the complete and exclusive statement of its terms and no extrinsic evidence whatsoever may be introduced in any judicial or arbitration proceeding involving this Agreement. This Agreement may be modified only in a writing approved by the City Council and signed by all the parties.

**23. NO WAIVER OF DEFAULT.** The failure of any party to enforce against another party any provision of this Agreement shall not constitute a waiver of that party's right to enforce such a provision at a later time, and shall not serve to vary the terms of this Agreement.

**24. NON-INTEREST.** No officer or employee of CITY shall hold any interest in this Agreement (California Government Code section 1090).

**25. NOTICES.** All notices relative to this Agreement shall be given in writing and shall be personally served or sent by certified or registered mail and be effective upon actual personal service or depositing in the United States mail. The parties shall be addressed as follows or at any other address designated by notice:

**CITY:** **CITY OF BAKERSFIELD**  
City Hall  
1501 Truxtun Avenue  
Bakersfield, California 93301

**CVB:** **BAKERSFIELD CONVENTION &  
VISITORS BUREAU**  
515 Truxtun Avenue  
Bakersfield, California 93301  
Telephone: (661) 325-5051

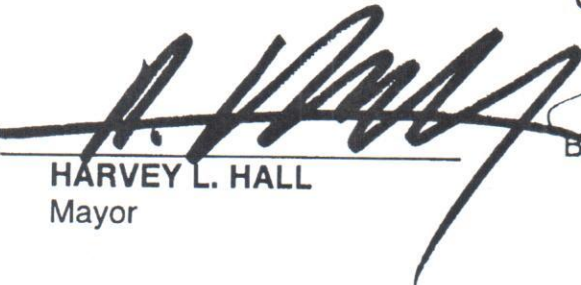
**26. PARAGRAPH TITLES.** The "headings" or "titles" of various paragraphs in this Agreement are for convenience only. They shall not be employed in construing or interpreting this Agreement.

**27. AGREEMENT IS NEGOTIATED.** This Agreement is the product of negotiation and shall not be construed against either party.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed, the day and year first-above written.

**"CITY"**  
**CITY OF BAKERSFIELD**

**"CVB"**  
**GREATER BAKERSFIELD  
CONVENTION AND VISITORS BUREAU**


By:   
**HARVEY L. HALL**  
Mayor

By:   
**DOUG HEATON**  
Chairman


APPROVED AS TO CONTENT:  
**CITY MANAGER**

By:   
**ALAN TANDY**  
CITY Manager

APPROVED AS TO FORM:  
**VIRGINIA GENNARO**  
City Attorney

By:   
**VIRGINIA GENNARO**  
CITY Attorney

COUNTERSIGNED:

By:   
**NELSON SMITH**  
Finance Director



# ADMINISTRATIVE REPORT

**MEETING DATE:** 11/16/2016

Consent - Agreements m.

**REVIEWERS:**

Department	Action
Visit Bakersfield	Approved
City Attorney	Approved
City Manager	Approved
City Clerk	Approved

**TO:** Honorable Mayor and City Council  
**FROM:** Alan Tandy, City Manager  
**CREATED BY:** Wendy Zielsdorf  
**DATE:** 10/21/2016  
**WARD:**  
**SUBJECT:** Agreement with the Greater Bakersfield Convention and Visitors Bureau.

**STAFF RECOMMENDATION:**

Staff recommends approval of the agreement.

**BACKGROUND:**

In August 2007, the City Council approved Agreement 07-314 with the Greater Bakersfield Convention and Visitors Bureau (CVB). The agreement outlines the relationship between the two organizations regarding the day-to-day operation of Visit Bakersfield. Currently, the City provides staffing and all necessary support services to operate the CVB, which includes operation of the Visitor's Center at 515 Truxtun Ave. The Board, comprised of community members largely associated with the tourism and convention industry, provides guidance to the City and Visit Bakersfield Staff regarding the vision for the organization. Through the relationship, the organization has been very successful in attracting both tourists and large events, which generate significant economic impact for the City each year. The initial 10 year term of the current agreement ends on June 30, 2017.

Both City staff and the CVB Board of Directors have been pleased with this arrangement during the past nine years and wish to extend it. At its October 19, 2016 meeting, the CVB Board of Directors approved a new 10 agreement effective July 1, 2017 that continues the current productive arrangement between the City and the CVB. Overall, only minor technical changes were made to the agreement to reflect the current operating environment. The new agreement does include an added provision that provides the Board of Directors with a 30 day notice should the City plan to relocate the Visit Bakersfield staff from the current location. All other notable provisions remain unchanged.

In addition to the technical changes to the operational agreement, staff intends to work with the CVB board of directors to revise the CVB Bylaws to be consistent with a new agreement once it has been approved by Council.

The current arrangement has been positive and productive and we thank the CVB Board for its continued cooperation in efforts to promote Bakersfield. Staff is recommending the Council approve the agreement. There are no additional budgetary impacts associated with this action.

**ATTACHMENTS:**

Description	Type
<input type="checkbox"/> <a href="#">Agreement</a>	Agreement

AGREEMENT NO. 16-251

**AGREEMENT BETWEEN THE CITY OF BAKERSFIELD AND  
THE GREATER BAKERSFIELD  
CONVENTION AND VISITORS BUREAU**

**THIS AGREEMENT** is entered into on NOV 16 2016, by and between the **CITY OF BAKERSFIELD**, a California charter city ("CITY"), and the **GREATER BAKERSFIELD CONVENTION AND VISITORS BUREAU**, a California non-profit corporation ("CVB").

**R E C I T A L S**

**WHEREAS**, CITY and CVB wish to publicize the benefits and advantages of CITY as a destination for conventions, meetings, sports events, and individual/group travel and tourism; and

**WHEREAS**, CITY owns Rabobank Arena, Theater, and Convention Center available for organizations and groups wishing to hold conventions and meetings; and Mesa Marin Sports Complex, Aera Park, and Bakersfield Sports Village available for organizations and groups wishing to hold sports events; and

**WHEREAS**, on July 19, 2006, CITY and CVB entered into Agreement No. 06-201 regarding the marketing of Bakersfield as a destination center for conventions, sporting and other events and individual/group travel and tourism; and

**WHEREAS**, on August 29, 2007, CITY and CVB entered into Agreement No. 07-314 to set forth the terms for the CITY to combine resources and oversee the day-to-day operations of the CVB; and

**WHEREAS**, CITY and CVB own 50%, respectively, of a facility known as the Convention and Visitors Bureau located at 515 Truxtun Avenue ("the Facility"); and

**WHEREAS**, CITY donated the land for the Facility to CVB; and

**WHEREAS**, CVB executed a note and deed of trust in order to construct the Facility and used funds provided by CITY to repay the note; and



**WHEREAS**, CVB paid off the note and reconveyed the deed of trust and the Facility was placed under the joint ownership of CVB and CITY; and

**WHEREAS**, CITY and CVB have a common goal to generate more Sales Tax and Transient Occupancy Tax revenues in the City of Bakersfield; and

**WHEREAS**, CITY and CVB are committed to continuing CITY providing day-to-day operations and management of the CVB; and

**WHEREAS**, it is the desire of CITY and CVB to have this Agreement supercede all previous agreements concerning the duties of the CVB, including Agreement Nos. 06-201 and 07-314 and any amendments thereto.

**NOW, THEREFORE**, incorporating the foregoing recitals herein, CITY and CVB mutually agree as follows:

**1. CITY'S RESPONSIBILITIES.**

**1.1** CITY shall be responsible for the day-to-day operation and management of CVB. CITY shall provide all staff necessary to perform the goal of bringing conventions, events and tourists to Bakersfield. CITY shall create the necessary job descriptions and hire and manage all employees. All staff will report to a designee selected by the City Manager.

**1.2** CITY shall establish a budget for CVB which will appropriate funds to pay all salaries and benefits of the employees, all costs necessary to accomplish the goal of CITY and CVB, as well as costs of operation, including insurance, maintenance and utilities for the Facility.

**1.3** CITY shall present the budget to CVB's Board of Directors no later than the April meeting of the Board each year for the upcoming fiscal year. After Board approves the budget, it will be presented to the City Council for approval and adoption. As part of the maintenance of the Facility, CITY shall oversee any leases.

**1.4** If the CITY decides to relocate the day-to-day operations of the CVB to a different location, the CITY shall provide CVB thirty (30) days' written notice.

**2. CVB'S RESPONSIBILITIES.**

**2.1** CVB's Board of Directors shall establish policies, direction and priorities for CITY staff to achieve CVB's goals. CVB's Board of Directors shall have oversight and review of CITY's management of the operation pursuant to

California Corporations Code Section 7210. CVB's Board shall be responsible for review and approval of the budget prepared by CITY and all expenditures. Expenditures shall be presented to the Board at each meeting in the same manner as expenditures are presented to the City Council. Any expenditure exceeding FORTY THOUSAND DOLLARS (\$40,000.00) shall be presented to the Board for prior approval. As CITY and CVB's goals are the same, CVB's Board shall not unreasonably withhold any approval of necessary expenditures.

**3. BYLAWS.** CVB shall adopt bylaws approved in advance by the City Attorney and said bylaws shall incorporate therein, the pertinent terms of this Agreement.

**4. CVB'S BOARD OF DIRECTORS.** CVB'S Board of Directors shall be composed of members having the following characteristics:

<u>Board Members</u>	<u>Board Member Qualifications</u>
4	Hotel/Motel Industry
6	Members at Large
1	City Manager or Designee
1	City Finance Director
1	Rabobank Arena, Theater, and Convention Center
<hr/>	
13	<b>Total Board Members</b>

**4.1 CVB's Executive Board.**

**4.1.1** CVB shall require its Executive Board to schedule and conduct meetings with the City Manager twice a year.

**4.1.2** CVB shall require the makeup of its Executive Board to include one of the three CITY appointment members.

**5. BOOKS AND RECORDS.** CITY shall, in accordance with generally accepted accounting principles, keep and maintain accurate books and records in accounting for all its receipts and disbursements. CITY shall ensure that adequate internal controls are in place regarding the review and approval of all claims and disbursements. CITY's files associated with all receipts and disbursements shall be retained for a period of not less than five (5) years. CITY

shall ensure all Internal Revenue Service and California Franchise Tax Board and other documents required to maintain CVB's non-profit status are timely filed. Those documents will be presented to the Board of Directors for review and approval when they are prepared and prior to filing.

6. **CVB'S STATEMENTS OF POLICY.** Unless expressly authorized by resolution or order of CITY's Council, CVB shall not express, publicize, or otherwise declare any matter of policy for or on CITY's behalf.

7. **CVB'S OBLIGATIONS.** CVB shall not pledge CITY's credit at any time, or for any purpose. CVB's obligations shall be the sole and separate obligations of CVB. CVB shall hold CITY free and harmless from CVB's obligations.

8. **INDEMNITY.** CVB shall indemnify, defend and hold harmless CITY, its officers, agents and employees against any and all liability, claims, actions, causes of action or demands whatsoever against them, or any of them, before administrative or judicial tribunals of any kind whatsoever, arising out of, connected with, or caused by CVB, CVB's employees, agents, independent contractors, companies or subcontractors in the performance of, or in any way arising from, the terms and provisions of this Agreement whether or not caused in part by a party indemnified hereunder, except for CITY's sole active negligence or willful misconduct.

9. **INSURANCE.** CITY shall procure and provide property insurance for the Facility. Upon request of Board members, CITY shall procure directors' and officers' insurance coverage for all Board members.

10. **TERMINATION OF CONTRACT.**

10.1 CITY, at its option, may terminate this Agreement on thirty (30) days' written notice delivered personally to any corporate officer of CVB, or by certified mail, postpaid, return receipt requested, addressed to any corporate officer.

10.2 CVB, at its option, may terminate this Agreement on six (6) months' written notice delivered personally to any corporate officer of CITY, or by certified mail, postpaid, return receipt requested, addressed to CITY, which option, if exercised, will revert all assets of CVB to CITY.

11. **EFFECTIVE DATES.** This Agreement shall be effective from date of execution of this Agreement, through June 30, 2027. This Agreement may be extended or modified by mutual agreement of the parties herein. CITY and CVB shall use their respective best efforts to give as much advance notice as possible prior to the expiration date if requesting an extension.

12. **ASSIGNMENT.** Neither this Agreement nor any rights, interests, duties, liabilities, obligations or responsibilities arising out of, concerning or related in any way to this Agreement (including, but not limited to, accounts, actions, causes of action, claims, damages, demands, liabilities, losses, obligations, or reckonings of any kind or nature whatsoever, for compensatory or exemplary and punitive damages, or declaratory, equitable or injunctive relief, whether based on contract, equity, tort or other theories of recovery provided for by the common or statutory law) may be assigned or transferred by any party. Any such assignment is prohibited, and shall be unenforceable and otherwise null and void without the need for further action by the non-assigning party or parties.

13. **BINDING EFFECT.** The rights and obligations of this Agreement shall inure to the benefit of, and be binding upon, the parties to the Agreement and their heirs, administrators, executors, personal representatives, successors and assigns.

14. **COMPLIANCE WITH ALL LAWS.** CVB shall, at CVB's sole cost, comply with all of the requirements of Municipal, State and Federal authorities now in force or which may hereafter be in force, pertaining to this Agreement, and shall faithfully observe in all activities relating to or growing out of this Agreement all Municipal ordinances and State and Federal statutes, rules or regulations, and permitting requirements now in force or which may hereafter be in force including, without limitation, obtaining a City of Bakersfield business tax certificate (Bakersfield Municipal Code Chapter 5.02) where required.

15. **CORPORATE AUTHORITY.** Each individual signing this Agreement on behalf of entities represents and warrants that they are, respectively, duly authorized to sign on behalf of the entities and to bind the entities fully to each and all of the obligations set forth in this Agreement.

16. **EXECUTION.** This Agreement is effective upon execution. It is the product of negotiation and all parties are equally responsible for authorship of this Agreement. Section 1654 of the California Civil Code shall not apply to the interpretation of this Agreement.

17. **GOVERNING LAW.** The laws of the State of California will govern the validity of this Agreement, its interpretation and performance. Any litigation arising in any way from this Agreement shall be brought in Kern County, California.

18. **FURTHER ASSURANCES.** Each party shall execute and deliver such papers, documents and instruments, and perform such acts as are necessary or appropriate, to implement the terms of this Agreement and the intent of the parties to this Agreement.

19. **MERGER AND MODIFICATION.** All prior agreements between the parties are incorporated in this Agreement which constitutes the entire agreement. Its terms are intended by the parties as a final expression of their agreement with respect to such terms as are included herein and may not be contradicted by evidence of any prior agreement or contemporaneous oral agreement. The parties further intend this Agreement constitutes the complete and exclusive statement of its terms and no extrinsic evidence whatsoever may be introduced in any judicial or arbitration proceeding involving this Agreement. This Agreement may be modified only in a writing approved by the City Council and signed by all the parties.

20. **NO WAIVER OF DEFAULT.** The failure of any party to enforce against another party any provision of this Agreement shall not constitute a waiver of that party's right to enforce such a provision at a later time, and shall not serve to vary the terms of this Agreement.

21. **NON-INTEREST.** No officer or employee of CITY shall hold any interest in this Agreement (California Government Code section 1090).

22. **NOTICES.** All notices relative to this Agreement shall be given in writing and shall be personally served or sent by certified or registered mail and be effective upon actual personal service or depositing in the United States mail. The parties shall be addressed as follows or at any other address designated by notice:

**CITY:**

**CITY OF BAKERSFIELD**  
City Hall  
1600 Truxtun Avenue  
Bakersfield, California 93301

**CVB:**

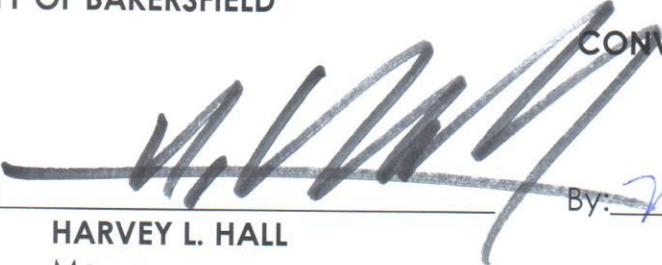
**GREATER BAKERSFIELD CONVENTION  
AND VISITORS BUREAU**  
515 Truxtun Avenue  
Bakersfield, California 93301

**23. PARAGRAPH TITLES.** The "headings" or "titles" of various paragraphs in this Agreement are for convenience only. They shall not be employed in construing or interpreting this Agreement.

**24. AGREEMENT IS NEGOTIATED.** This Agreement is the product of negotiation and shall not be construed against either party.

**IN WITNESS WHEREOF,** the parties hereto have caused this Agreement to be executed, the day and year first-above written.

**"CITY"**  
**CITY OF BAKERSFIELD**

By:   
**HARVEY L. HALL**  
Mayor

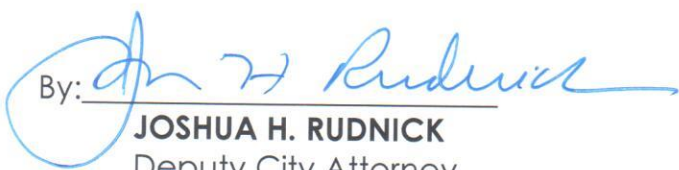
**"CVB"**  
**GREATER BAKERSFIELD  
CONVENTION AND VISITORS BUREAU**

By:   
**MIKE OLCOTT**  
Chairman

APPROVED AS TO CONTENT:  
**CITY MANAGER**

By:   
**ALAN TANDY**  
City Manager

APPROVED AS TO FORM:  
**VIRGINIA GENNARO**  
City Attorney

By:   
**JOSHUA H. RUDNICK**  
Deputy City Attorney

COUNTERSIGNED:

By:   
**NELSON SMITH**  
Finance Director

JHR:dll

**BYLAWS OF THE**  
**GREATER BAKERSFIELD CONVENTION AND VISITORS BUREAU**

**(A California Nonprofit Corporation)**

**ARTICLE I**

Name

The name of this corporation is "GREATER BAKERSFIELD CONVENTION AND VISITORS BUREAU," commonly referred to as the Bakersfield Convention and Visitors Bureau (herein "CVB").

**ARTICLE II**

Office

The corporation's principal office shall be fixed and located at 515 Truxtun Avenue, Bakersfield, California 93301, or other location as designated by the Board of Directors (herein "Board").

**ARTICLE III**

Objective and Purpose

The specific objective and purpose of this corporation shall be to position the City of Bakersfield as a destination for conventions, meetings, sporting events and individual travel.

**ARTICLE IV**

Nonpartisan Activities

This corporation has been formed under the California Nonprofit Public Benefit Corporation Law as a 501(c)(6) corporation for the public purposes described above, and it shall be nonprofit and nonpartisan. No substantial part of the activities of the corporation shall consist of lobbying or propaganda, or otherwise attempting to influence legislation, except as provided in section 501(h) of the Internal Revenue Code of 1986, and this corporation shall not participate or intervene in any political campaign on behalf of any candidate for public office except as provided in section 501(h) of the Internal Revenue Code of 1986.

The corporation shall not, except in an unsubstantial degree, engage in any activities or exercise any powers that are not in furtherance of the purposes described above.

## **ARTICLE V**

### **Membership**

The corporation shall have no members. Any action which would otherwise require approval by a majority of all members or approval by the members shall require only approval of the Board. All rights which would otherwise vest in the members shall vest in the Directors.

## **ARTICLE VI**

### **Operations and General Corporate Powers**

The operation of CVB shall be under the direction of a "Manager" hired by the City of Bakersfield pursuant to Agreements 07-314 and 16-251 between the City of Bakersfield and the CVB. As many staff as are deemed necessary by the Manager shall perform the physical work of the CVB. Said determination shall be made by the Manager, within his/her current budget limits. The Manager shall also serve as the Secretary of the Board of Directors and will fulfill secretary duties as described in the following sections. All corporate powers shall be exercised in accordance with Agreements 07-314 and 16-251, on file with the City of Bakersfield.

## **ARTICLE VII**

### **Board of Directors**

#### **7.01 Management.**

The concerns, direction, and management of the affairs of CVB shall be vested in the Board of Directors, the members of which shall pursue such policies and principles as shall be in accordance with the provisions of the articles of incorporation, these bylaws, and laws of the State of California.

#### **7.02 Composition.**

The Board of Directors shall be composed of no more than thirteen (13) voting directors. It will have a Chairman, a Vice-Chair, a Treasurer, and an Immediate Past Chair.

In addition, the CVB Manager will serve as Secretary and will be a non-voting member of the Board.

Per Agreements 07-314 and 16-251 between the City of Bakersfield and CVB, the City Manager or designee, the City Finance Director or designee, and the General Manager of the Rabobank Arena, Theater and Convention Center or designee are the three (3) permanent members of the Board of Directors.

### 7.03 Quorum.

A simple majority of the current Board membership shall constitute a quorum. A quorum must be present to transact CVB business. A majority of the authorized number of Directors constitutes a quorum of the Board for the transaction of business, except to adjourn. Every act or decision done or made by a majority of the Directors present at a meeting at which a quorum is present shall be an act of the Board, unless a greater number is required by law.

### 7.04 Executive Board.

The Executive Board consists of the Chairman, the Vice-Chair, the Treasurer, and Past Chair. The Executive Board shall serve a one-year term of office. No member shall serve for more than two (2) consecutive terms in the same office, except for permanent members of the Board of Directors. There must be at least one permanent member of the Board of Directors on the Executive Board per Agreements 07-314 and 16-251.

### 7.05 Term of Directors.

Directors shall be elected to a two-year term. Directors shall not serve more than three (3) consecutive two-year terms on the Board.

### 7.06 Nepotism.

Only one relative from the same family may serve on the Board of Directors at any one time. For purposes of this section, "relative" shall be defined by Bakersfield Municipal Code section 2.72.130.

### 7.07 Vacancies.

Any Director may resign effective upon giving written notice to the Manager, or the Board, unless the notice specifies a later time for the effectiveness of such resignation. If the resignation is effective at a future time, a successor may be selected before such time, to take office when the resignation becomes effective.

Vacancies on the Board shall be filled by a vote of the majority of the Directors then in office, whether or not less than a quorum, or by a sole remaining Director. Each Director so elected shall hold office until the expiration of the term of the replaced Director and until a successor has been elected.

A vacancy or vacancies on the Board and/or Executive Board shall be deemed to exist in case of the death, resignation, or removal of any Director, or if the authorized number of Directors is increased.

The Board may declare vacant the office of a Director who has been declared of unsound mind by a final order of court, or convicted of a felony, or found by a final order of judgment of any court to have breached any duty arising under Article 3 of the

California Nonprofit Public Benefit Corporation law, or who has failed to attend three consecutive meetings of the Board without good cause as determined in the sole discretion of the Board.

No reduction of the authorized number of Directors shall have the effect of removing any Director prior to the expiration of the Director's term of office.

#### 7.08 Place of meetings.

Meetings of the Board shall be held on a monthly basis at any place designated by the Board. In the absence of such designation, regular meetings shall be held at the principal office of the corporation.

#### 7.09 Special meetings.

Special meetings of the Board for any purpose or purposes may be called at any time by the Manager or any five Directors.

#### 7.10 Committees.

The Board may appoint one or more committees consisting of two or more Directors, and may delegate to such committees any of the authority of the Board except:

- A. Filling of vacancies on the Board or any committee;
- B. Amendment or repeal of Bylaws or the adoption of new Bylaws;
- C. Amendment or repeal of any resolution of the Board which by its express terms is not so amendable or repealable;
- D. Appointment of other committees of the Board or the members thereof; and
- E. Approval of any self-dealing transaction, as such transactions are defined in section 5233(a) of the California Nonprofit Public Benefit Corporation Law.

Any such committee must be created, and its members appointed, by resolution adopted by a majority of the authorized number of Directors then in office, if a quorum is present, and any such committee may be called an "Executive Committee" (or such other name as the Board shall choose). The Board may appoint, in the same manner, alternate members of any committee to replace any absent member at any meeting of the committee. The Board shall have the power to set forth the manner in which proceedings of any such committee shall be conducted. In the absence of any such, the committee shall have the power to set forth the manner in which its proceedings shall be conducted.

7.11 Expenses and salary.

The Board of Directors shall not be paid for their services.

**ARTICLE VIII**

Nomination/Elections

8.01 Appointment of Nominating Committee.

The Chairman of the Board shall appoint a nominating committee of no less than three (3) Board members no later than the first Board meeting of each fiscal year.

8.02 Filling vacancies.

The Nominating Committee will convene in cases of a Board vacancy to recommend and submit potential Board members to the Board for appointment. In case of a resigning Chairman, the Vice Chair shall fulfill the Chairman term.

8.03 Slate of Directors.

The Nominating Committee shall prepare a proposed slate of Directors and shall present said slate at the regular meeting of the Board no later than May of each year.

**ARTICLE IX**

Amendment/Repeal

These Bylaws may be amended or repealed by a majority of the Board.

**ARTICLE X**

Indemnification

CVB shall have the power to indemnify any person or entity who was, or is, a party to, or is threatened to be made a party to, any proceeding by reason of the fact that such person is or was an agent of CVB, against expenses, judgments, fines, settlements, and other amounts reasonably incurred in connection with such proceeding.

If the Board of Directors so decides, the CVB may purchase and maintain insurance on behalf of any agent of CVB against any liability asserted against or incurred by the agent in the capacity or arising out of the agent's status, whether or not CVB would have the power to indemnify the agent against that liability.

## ARTICLE XI

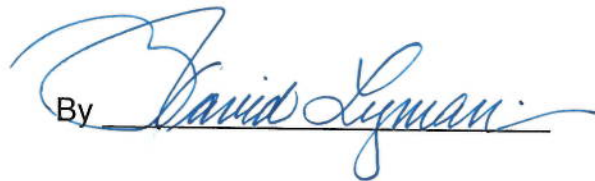
### Insurance

The Board of Directors shall maintain, or request the City of Bakersfield to maintain, a Directors and Officers insurance policy. The coverage amount shall be determined by the Board of Directors from time to time. The policy shall cover any officer, agent, or employee of the corporation against any liability asserted against or incurred by the officer, agent, or employee in such capacity or arising out of the officer's, agent's, or employee's, status as such, even if the corporation would have the power to indemnify the agent against such liability under the provisions of this Article X. Said policy or policies shall expressly name the City of Bakersfield, its Council, agents, officers, employees, and volunteers, as additional insureds. Said insurance shall not be subject to cancellation or coverage reduction without 30 days' prior written notice to the City of Bakersfield. The corporation shall have no power to purchase and maintain such insurance to indemnify any agent of the corporation for a violation of Section 5233 of the California Nonprofit Public Benefit Corporation Law.

### CERTIFICATE OF SECRETARY

I, David Lyman, certify that I am the Secretary of the Greater Bakersfield Convention and Visitors Bureau, a California nonprofit corporation, that the above bylaws, consisting of six pages, including this page, are the bylaws of this corporation as adopted by the Board of Directors on the date so noted below.

Executed on January 18, 2017, at Bakersfield, California.

By  David Lyman

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**Greater Bakersfield Convention and Visitors Bureau  
Comparative Balance Sheet Information**

	Ending Balances June 30, 2016	Ending Balances June 30, 2017	Ending Balances June 30, 2018	Ending Balances June 30, 2019	Ending Balances June 30, 2020	Ending Balances June 30, 2021	Ending Balances June 30, 2022	Ending Balances June 30, 2023	Ending Balances June 30, 2024	Ending Balances June 30, 2025
<b>Assets</b>										
Cash	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Prepaid Expenses	-	-	-	-	-	-	-	-	-	-
<b>Total Current Assets</b>	-	-	-	-	-	-	-	-	-	-
Property and Equipment (net of Depr)										
Land	89,500	89,500	89,500	89,500	89,500	89,500	89,500	89,500	89,500	89,500
Building	181,084	174,377	167,670	160,963	154,256	147,549	140,842	134,135	127,428	120,721
Equipment	-	-	-	-	-	-	-	-	-	-
<b>Total Assets</b>	<u>\$ 270,584</u>	<u>\$ 263,877</u>	<u>\$ 257,170</u>	<u>\$ 250,463</u>	<u>\$ 243,756</u>	<u>\$ 237,049</u>	<u>\$ 230,342</u>	<u>\$ 223,635</u>	<u>\$ 216,928</u>	<u>\$ 210,221</u>
<b>Liabilities and Net Assets</b>										
Accounts Payable	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Accrued Liabilities	-	-	-	-	-	-	-	-	-	-
<b>Total Current Liabilities</b>	-	-	-	-	-	-	-	-	-	-
Long Term Liabilities - non-current	-	-	-	-	-	-	-	-	-	-
<b>Total Liabilities</b>	-	-	-	-	-	-	-	-	-	-
Net Assets - Land and Building	<u>270,584</u>	<u>263,877</u>	<u>257,170</u>	<u>250,463</u>	<u>243,756</u>	<u>237,049</u>	<u>230,342</u>	<u>223,635</u>	<u>216,928</u>	<u>210,221</u>
<b>Total Liabilities and Net Assets</b>	<u>\$ 270,584</u>	<u>\$ 263,877</u>	<u>\$ 257,170</u>	<u>\$ 250,463</u>	<u>\$ 243,756</u>	<u>\$ 237,049</u>	<u>\$ 230,342</u>	<u>\$ 223,635</u>	<u>\$ 216,928</u>	<u>\$ 210,221</u>

Note: CVB is 50% owner with City - Tennants in Common  
of the property at 515 Truxtun Avenue