



*For the Present and Future Vitality of Nevada County*

**COUNTY of NEVADA**  
**December 14, 2012**  
**Second Progress Report**  
**Contract Resolution No. 12-367**

**Submitted by: Tim Corkins, Interim Executive Director  
and Kimberly Parker, Chairperson  
Nevada County Economic Resource Council (NCERC)**

Attached are the October & November highlight reports for GoNevadaCounty.com with Google Analytics and Google AdWords reports. Visits (outlined in the reports) are increasing and the top five cities on these reports account for a very large percentage of the visits (30% - 40%). They are (in order) Sacramento, Yuba City, Grass Valley, San Francisco and Los Angeles. The top keywords are important to note and track if they were Nevada City, Nevada County, gold panning and Victorian Christmas. The decision has been made to discontinue VTours on the website and to purchase Trumba for the calendar postings for another year. All other plans, promotions and coordinated meetings are moving forward.

Attached is the contract with the new Tourism Marketing/Management team. It was negotiated and decided that the contract term will end June 30, 2012. This will match the county contract timeframe and give everyone the ability to assess the performance of the Marketing/Management team. The Tourism Advertising and Marketing Plan for December 1, 2012 thru June 30, 2013 was turned into Nevada County on Monday December 10, 2012. The next meeting of the Nevada County Economic Resource Council Tourism Advisory Committee is scheduled for Tuesday December 18, 2012. There is a lot for the committee to talk about regarding how to execute the plan. The agenda for that meeting is attached.

The Nevada County Economic Resource Committee 2013 Business Plan was submitted to the County of Nevada on Monday Dec. 10, 2012. It outlines the current ongoing operations and administration as well as future plans.

Below is a brief overview for the past two months:

ERC has a new front office administrative person, Janet Alessandra. Janet is a full charge bookkeeper and has many years of non-profit experience.

A very successful Economic Forecast Conference was held in October. Our treasurer is wrapping up the event accounting with an estimated net income of about \$9,000. Event accounting is run through the NCERC Foundation because many major sponsors prefer to direct their gift to our 501(c)3 Foundation.

In November, the NCERC Foundation had a Board meeting and elected new members and officers. Jim Meshwert is assuming the role of Board Chair and has taken the helm of the Foundation. An invoice outlining expenses from the Economic Forecast Conference was submitted to the NCERC Board. The invoice also included expense for the website and office expenses that are reimbursable through the Foundation.

There are several things currently in progress for the NCERC. 1) The next event will be the Tour of Nevada County. 2) The next meeting of the NCERC Foundation is set for February 27, 2013. 3) The interim executive director is working in collaboration with the Nevada County Business Association on a proposal with Innovate North State. We have participated at the strategic planning and formation meetings of this group since the first of this year. We are starting to formulate our (NCERC) relationship and a two way participation agreement and are currently centering the relationship around our technology sector in Nevada County. We brought Dan Castles with Telestream and Judy Hess with Tri Counties Bank into the mix and continue to formulate the plan. 4) Our website (ncerc.org) work continues as we update and upload information, such as the new broadband section listed under "Demographics". The website work will never stop and the goal is to have this website be the reference and referral source of the NCERC. 5) On November 1, 2012 the NCERC started open recruitment for a new Executive Director. The recruitment period closed on November 30, 2012. During December, the Interim Executive Director had six face to face inquiries and 12 phone and email inquiries about the position. We have 26 resumes and are starting the evaluation process. The Executive Committee is handling this task and hopes to have a new Executive Director in January 2013.

6) The NCERC has recently referred two local companies to the ONESTOP Business & Career Center for help in hiring employees. 7) We have been

assisting one local manufacturing company with a relocation plan to a larger manufacturing facility within Nevada County. The move is planned to take place in January 2013.



## **GoNevadaCounty.com**

### **OCTOBER & NOVEMBER 2012 REPORT**

Please see the attached Google Analytics for Audience and Location for the months of October and November 2012, as well as the Google AdWords Report for November.

#### Highlights:

- Visits have increased each month — in October and November, respectively — since the first full month of our signed contract with the Nevada County Economic Resource Council.
- Unique visitors, page-views, pages/visit and avg. visit duration also have increased each month — a positive sign of growth.
- Sacramento, San Francisco and Los Angeles are in the top five cities for people who have visited this site — a sign that we're attracting out-of-area visits.
- We repeatedly refreshed the "front door" of the website to promote current events, Fall Foliage and weddings.
- We posted 30 items to the "All Aboard!" blog in October, and 29 of them in November, keeping the website refreshed almost daily.
- We continued Facebook promotion, including 45 posts to the GNC.com Facebook page in October and 69 in November. We also posted the blog items on numerous Facebook pages, such as Visit California, the state tourism website, among others.
- The top performing keywords from the Google AdWords campaign in November were Nevada City, Nevada County, gold panning and Victorian Christmas.
- We promoted GNC.com in print, in the Fall issue of *Sierra FoodWineArt* magazine.
- We met with the new tourism committee coordinators to discuss plans for GNC.com, with more meetings planned.



# November AdWords Account Performance

## Account overview

Total cost for November: \$177.45

<b>CLICKS</b>	<b>IMPRESSIONS</b>	<b>CLICKTHROUGH RATE</b>	<b>AVG. COST-PER-CLICK</b>
<b>945</b> People who clicked your ad	<b>114,255</b> People who viewed your ad	<b>0.83%</b> (CTR) People who clicked your ad after seeing it	<b>\$0.19</b> (Avg. CPC) Average amount you pay for each click
↑ from Oct	↑ from Oct	↑ from Oct	↓ from Oct

### + AdWords Tune-up:

Your 'GNC\_2\_2012' campaign performed so well last month that it consistently came close to or exceeded your daily budget, causing your ads to show less frequently. To ensure your ads keep driving traffic, [adjust your budget](#).

## Top-performing ad

Your ad that received the most clicks and ad views.

[{Keyword: History}](#)  
[GoNevadaCounty.com](#)  
 Historic Gold Mining Towns!  
 Museums, Gold Panning, Tours

**325**   **63,713**  
 CLICKS   IMPRESSIONS

## Top-performing keywords

Your keywords that received the most clicks and ad views.

nevada city  
 nevada county  
 gold panning in california  
 nevada city california  
 "victorian christmas nevada city"

## Top display sites

The partner sites where your ads received the most clicks and ad views.

downtowngrassvalley.com  
 westernmininghistory.com  
 digital-desert.com  
 accuweather.com  
 ghosttowngallery.com

## Campaign overview

### Top-performing campaign

Your campaign that received the most clicks and ad views.

'GNC\_2\_2012'  
 945 Clicks  
 114,255 Impressions  
 0.83% Clickthrough rate  
 \$0.19 Avg. cost-per-click

### Top mobile campaign

Your mobile campaign that received the most clicks and ad views.

'GNC\_2\_2012'  
 85 Clicks  
 7,765 Impressions  
 1.09% Clickthrough rate  
 \$0.17 Avg. cost-per-click

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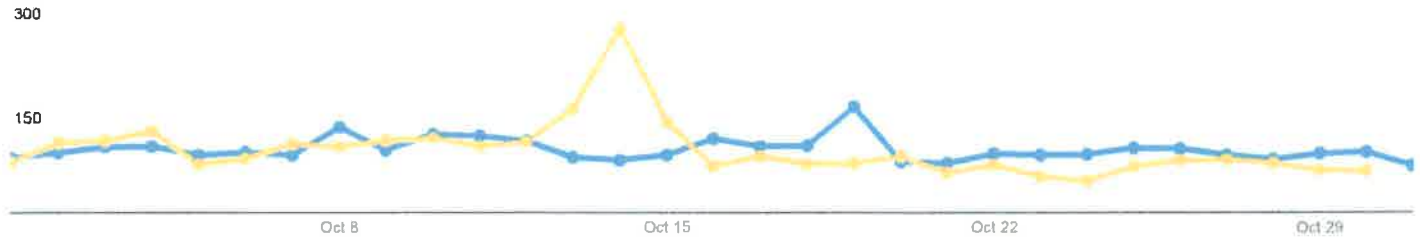
Oct 1, 2012 - Oct 31, 2012  
Compare to: Sep 1, 2012 - Sep 30, 2012

### Audience Overview

change in % of visits +0.00%

#### Overview

Oct 1, 2012 - Oct 31, 2012: Visits  
Sep 1, 2012 - Sep 30, 2012: Visits



### 2,389 people visited this site

Visits: **5.08%**  
2,751 vs 2,618

Unique Visitors: **4.23%**  
2,389 vs 2,297

Pageviews: **11.75%**  
6,266 vs 5,697

Pages / Visit: **6.35%**  
2.28 vs 2.14

Avg. Visit Duration: **22.88%**  
00:01:59 vs 00:01:29

Bounce Rate: **0.42%**  
66.01% vs 65.74%

% New Visits: **1.35%**  
69.84% vs 79.35%



**81.03% New Visitor**  
2,229 Visits

**18.97% Returning Visitor**  
522 Visits

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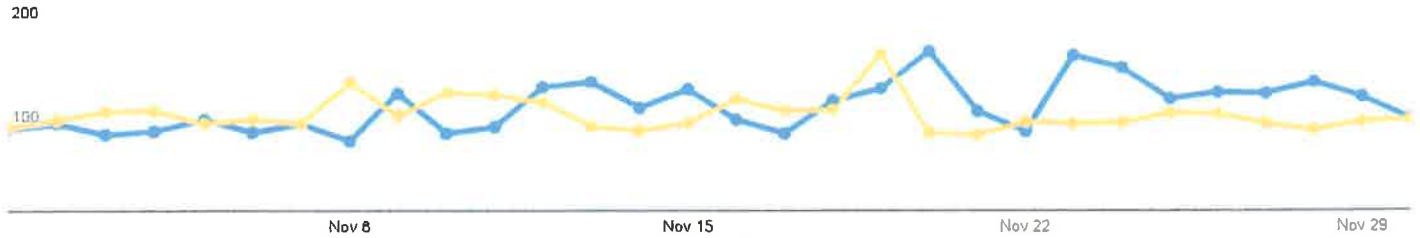
### Audience Overview

Nov 1, 2012 - Nov 30, 2012  
Compare to: Oct 1, 2012 - Oct 31, 2012

change in % of visits +0.00%

#### Overview

Nov 1, 2012 - Nov 30, 2012: Visits  
Oct 1, 2012 - Oct 31, 2012: Visits



### 2,500 people visited this site

Visits: **6.43%**  
2,928 vs 2,751

Unique Visitors: **4.65%**  
2,509 vs 2,389

Pageviews: **12.11%**  
7,025 vs 6,256

Pages / Visit: **5.34%**  
2.40 vs 2.28

Avg. Visit Duration: **3.20%**  
0:01:33 vs 0:01:59

Bounce Rate: **-0.72%**  
55.54% vs 56.01%

% New Visits: **-2.13%**  
79.30% vs 81.03%



**79.30% New Visitor**  
2,322 Visits

**20.70% Returning Visitor**  
606 Visits

<http://gonevadacounty.com> - <http://gonevadacounty.com> [DEFAULT]

Oct 1, 2012 - Oct 31, 2012

**Location**

ALL > COUNTRY / TERRITORY: [United States](#) > REGION: [California](#)

% of visits: 71.50%

**Map Overlay**

Site Usage



1  
Visits  
**1,967**  
% of Total: 71.50% (2,751)

384  
Pages / Visit  
**2.41**  
Site Avg: 2.25 (5.73%)

Avg. Visit Duration  
**00:02:03**  
Site Avg: 00:01:50 (11.84%)

% New Visits  
**76.72%**  
Site Avg: 81.03% (-5.32%)

Bounce Rate  
**62.79%**  
Site Avg: 66.01% (-4.89%)

City	Visits	Pages / Visit	Avg. Visit Duration	% New Visits	Bounce Rate
1. <a href="#">Sacramento</a>	<b>384</b>	2.10	00:01:37	75.26%	66.41%
2. <a href="#">Yuba City</a>	<b>246</b>	4.07	00:05:10	44.72%	47.15%
3. <a href="#">Grass Valley</a>	<b>158</b>	1.97	00:01:30	67.72%	62.03%
4. <a href="#">San Francisco</a>	<b>138</b>	1.58	00:01:03	89.86%	73.91%
5. <a href="#">Los Angeles</a>	<b>76</b>	2.09	00:01:19	90.79%	73.68%
6. <a href="#">Chico</a>	<b>44</b>	3.25	00:02:42	63.64%	54.55%
7. <a href="#">Nevada City</a>	<b>37</b>	1.86	00:01:51	70.27%	67.57%
8. <a href="#">Auburn</a>	<b>35</b>	1.71	00:00:53	77.14%	71.43%
9. <a href="#">Roseville</a>	<b>34</b>	1.97	00:01:23	88.24%	61.76%
10. <a href="#">Truckee</a>	<b>30</b>	1.77	00:00:30	100.00%	76.67%

Rows 1 - 10 of 249




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Nov 1, 2012 - Nov 30, 2012

## Location

ALL » COUNTRY / TERRITORY: United States » REGION: California

 % of visits: 73.33%

**Map Overlay**

Site Usage



1		361			
<b>Visits</b>	<b>Pages / Visit</b>	<b>Avg. Visit Duration</b>	<b>% New Visits</b>	<b>Bounce Rate</b>	
<b>2,147</b>	<b>2.60</b>	<b>00:02:10</b>	<b>75.78%</b>	<b>63.11%</b>	
% of Total: 73.33% (2,928)	Site Avg: 2.40 (8.64%)	Site Avg: 00:01:53 (15.10%)	Site Avg: 79.30% (-4.44%)	Site Avg: 65.54% (-3.71%)	

City	Visits	Pages / Visit	Avg. Visit Duration	% New Visits	Bounce Rate
1. <a href="#">Sacramento</a>	361	2.21	00:01:14	73.96%	63.43%
2. <a href="#">Yuba City</a>	244	4.20	00:04:22	52.46%	59.43%
3. <a href="#">Grass Valley</a>	208	2.22	00:01:27	62.50%	66.35%
4. <a href="#">San Francisco</a>	159	1.64	00:01:07	88.05%	77.99%
5. <a href="#">Los Angeles</a>	67	2.01	00:01:47	91.04%	73.13%
6. <a href="#">Auburn</a>	63	2.70	00:01:36	84.13%	57.14%
7. <a href="#">Nevada City</a>	46	1.62	00:00:32	64.44%	73.33%
8. <a href="#">Roseville</a>	42	1.86	00:02:14	90.48%	47.62%
9. <a href="#">Chico</a>	38	1.61	00:00:59	84.21%	68.42%
10. <a href="#">Truckee</a>	37	3.08	00:03:19	64.86%	56.76%

Rows 1 - 10 of 258



## TOURISM MARKET MANAGER AGREEMENT

### Statement of Work – Tourism Marketing Manager

#### Background:

Nevada County collects Transient Occupancy Tax (TOT) on rates charged by hotels, campgrounds, motels, bed and breakfast inns, and vacation rentals that are located in the unincorporated areas of the County. Historically, approximately \$125,000 in TOT revenues have been spent to bolster economic development by separately funding various local organizations for tourism marketing, tourism website maintenance and business support, incubation and retention.

During the 2010-2011 fiscal year, Nevada County contracted with Switchback Public Relations + Marketing, Inc. to develop a Strategic Tourism Plan. This plan can be found on the Nevada County website at <http://www.mynevadacounty.com/nc/bos/Pages/Economic-Development-and-Tourism-Marketing.aspx> along with all other Tourism and Visitor material that is pertinent to this contract. The Nevada County Board of Supervisors has stated their desire to use the Switchback Strategic Tourism Plan as the foundation for expanding the tourism and visitor focus within the County.

At its January 2012 workshop, the Board of Supervisors expressed their intent to maintain the current appropriations level of approximately \$125,000 for economic development programs and services. The Board has contracted with the Nevada County Economic Research Council (NCERC) to comprehensively manage these various functions, working collaboratively with all stakeholders from the tourism and economic development sectors across the County to market the County as a vibrant place to visit, hold meetings and retreats, shop, attend arts and cultural events, recreate, work, and do business.

Subject to satisfaction of specific performance measures, the contract would be for three years with an option to renew at the end of that period, or the Board may consider issuing a new RFP at that time.

The following sections address the establishment of a Tourism Marketing Manger function. This contracted position will work with the Nevada County Tourism Advisory Board (composed of 13 volunteers drawn from the tourism related segments within the county) and the Executive Director of the ERC to accomplish the Tourism Marketing elements of the County's contract with the ERC.

#### Tourism Marketing Goals:

1. Build and strengthen the Nevada County brand by positioning the area as a tourism and visitor destination truly unique and different from the competition

2. Provide ongoing leadership to facilitate a unified effort; creating a collaborative environment with partners within Nevada County as well as others outside the County's borders to improve the competitiveness of the area
3. Improve the delivery of a positive experience to Nevada County visitor in an effort to provide a destination experience
4. Increase tourism, thereby stimulating the economy, creating jobs and increasing Nevada County Sales Tax revenues
5. Extend visitor stays in the County, thereby increasing Nevada County Transient Occupancy Tax revenues
6. Create awareness and facilitate positive word-of-mouth advertising outside of the County.
7. Develop measures and milestones to track and trend the effectiveness of campaigns and strategies executed under the terms of this contract.

### **Tourism Marketing Manager Deliverables:**

1. Advertising and Marketing Plan **(Covering December 1, 2012 to June 30, 2013)**
  - a. Due Date: December 1, 2012
  - b. Elements of the Plan
    - i. Plan will identify near-term actions that can be taken to realize the goals and accomplish the objectives outlined in the sections listed above.
    - ii. Examples include but are not limited to:
      - 1) Definition and establishment of a comprehensive process for gathering, tracking and reporting the metrics necessary to evaluate the effectiveness of actions accomplished in the fulfillment of this contract.
      - 2) Definition and establishment of a process for the identification and tracking of major events held within the County and surrounding areas. This action would include the definition of a "major" event.
      - 3) Participation in trade shows and/or media events
      - 4) Application(s) for the smart phones/mobile devices
      - 5) Advertising and promotion through print, radio, television, Internet, digital media and social networking sites
      - 6) Participation in State Fair and/or street festival booths
      - 7) Hosting familiarization tours
      - 8) Deskside visits, telemarketing or sales calls with journalists in the Sacramento, Reno and Bay areas.
    - iii. The Plan will include a clear effort to pursue collaborative marketing efforts for all areas of the County – Eastern and Western as well as the Cities and unincorporated areas.
    - iv. The Plan will identify all entities, subcontractors, and their assigned responsibilities.
    - v. All advertising/promotional content will feature the comprehensive County "message" that includes both Eastern and Western Nevada County, using GoNevadaCounty.com as the message vehicle.
    - vi. All use of the GoNevadaCounty.com logo in advertising/marketing material will be accompanied by the phrase "The Official Online Guide to Nevada County".
2. Nevada County Tourism Marketing Action Plan **(Covering July 1, 2013 to June 30, 2015)**
  - a. Due Date: May 1, 2013
  - b. Elements of the Plan

- i. Plan will encompass the entire County integrating Eastern and Western tourism related components in a manner that establishes and enhances Nevada County's reputation as a tourism destination.
- ii. Plan will utilize the work and accomplishments contained in the 7/14/11 Switchback Marketing Plan found on the MyNevadaCounty.com site at <http://www.mynevadacounty.com/nc/bos/Pages/Economic-Development-and-Tourism-Marketing.aspx>.
- iii. Plan will contain a strategic level overview that details the rationale for implementing the specific actions contained in the document.
- iv. The Plan will contain actionable elements that support the strategic objectives requested in item ii.
  - 1) Description of the specific action item and its linkage to the strategic goals established in the Plan
  - 2) Specific roles and responsibilities required to accomplish the action item
  - 3) Budget requirements
  - 4) Timelines
- v. All strategic and tactical (action oriented) elements contained in the Plan shall be designed to enable the marketing of the tourism and visitor business segment of Nevada County to become self-sustaining.

**Reporting Structure:**

The Tourism Marketing Manager will report directly to the Chairperson of the Nevada County Tourism Advisory Committee (NCTAC) and work directly with the Committee in accomplishing the tasks outlined in this Statement of Work. The Chairperson of NCTAC will be responsible for preparing the reports and status updates which will be submitted to the Executive Director of the NCERC.

**Reporting Requirements:**

- |                             |  |
|-----------------------------|--|
| 1. Monthly Progress Reports | Due on the Wednesday of the third week of each month |
| 2. Mid-Term Report          | February 15, 2013                                    |
| 3. Year End Report          | July 15, 2013  |

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Cheri Sprenger

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Lani Lott

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Kimberly Parker, Chair

Nevada County Economic Resource Council

## CONSULTING AGREEMENT

This consulting agreement (Agreement) is entered into this October 30, 2012 at Grass Valley, California, between the Nevada County Economic Resource Council (ERC) and Cheri Sprenger and Lani Lott, individually and doing business as L.L. Consulting (Consultants) for the consulting services described below.

A. The ERC and its Nevada County Tourism Advisory Committee (Committee) currently need a consultant to fill the role of the Committee's Tourism Marketing Manager in order to assist the ERC and the Committee in: (i) effectively promoting Nevada County as a tourism and visitor destination; (ii) collaborating with other entities, organizations and individuals both within and outside of Nevada County to further the Committee's activities; (iii) developing procedures to monitor the Committee's advertising campaigns and promotional strategies; and (iv) generally advancing tourism and its related economic benefits for Nevada County.

B. Consultants have the experience and expertise to effectively assist the Committee in meeting the aforementioned objectives.

In light of these facts, the ERC and Consultants now agree that:

1. The ERC shall retain Consultants as a consultants to the ERC and the Committee subject to the terms and conditions set forth in the Agreement.

1.1 The term of the Agreement shall be eight months, beginning on November 1, 2012, and ending on June 30, 2013. Provided, however, that either party may terminate the Agreement, for any reason whatsoever, by giving the non-terminating party 30 days notice, in advance and in writing, of such election to terminate.

1.1.1 Upon termination of the Agreement, Consultants will immediately cease the Consulting Work and will promptly return to the ERC all documents, reports, proposals, marketing and sales plans, member lists, reports, and other materials made by Consultants or which come into their possession by reason of their performance of the Agreement.

1.1.2 Any termination of the Agreement, whether for cause or not, shall not act as a waiver of any breach of the Agreement's terms or any other right or remedy available to the ERC and Consultants under the Agreement.

1.1.3 The provisions of paragraphs 9, 11 and 11.1 shall survive the termination of the Agreement.

2. Consultants shall provide the following services in their role as a consultants to the ERC and the Committee (Consulting Work):

2.1 Consultants shall act as the Committee's Tourism Marketing Manager and assist the Committee with its day-to-day operations. This part of the Consulting Work shall include:

2.1.1 Meeting with the ERC's chair, its executive director, and the Committee as requested;

2.1.2 preparing for and attending meetings of the Committee, as requested by it;

2.1.3 attending meetings-of-interest to the ERC and/or the Committee;

2.1.4 developing and setting the steps to implement an advertising and marketing plan for the Committee by December 1, 2012. The minimum requirements of this plan are set forth in Exhibit 1 of the Agreement;

2.1.5 preparing the Nevada County Tourism Marketing Action Plan for the Committee by May 1, 2013. The minimum requirements of this plan are set forth in Exhibit 2 of the Agreement;

2.1.6 assisting the Committee with its contacts, communications and other 'interactions' with county and city government officials and their staffs;

2.1.7 evaluating the Committee's current short and long term objectives and providing it with a written report of Consultants' findings.

2.2 Consultants will report directly to the Committee's Chair and work directly with the Committee in accomplishing the Consulting Work. Consultants shall deliver monthly progress reports to the Committee on or before the third Wednesday of each month during the term of the Agreement.

2.3 The Consulting Work will be performed at the location Consultants and the Committee deem most suitable.

2.4 The scope of the Consulting Work may only be expanded or reduced by written agreement of the parties.

3. Consultants shall devote sufficient time, ability, and attention to accomplish the Consulting Work during the term of the Agreement.

3.1 The ERC acknowledges and agrees that Consultants' services under the Agreement are non-exclusive and that Consultants shall be free to enter into other consulting agreements with any other individual or entity, provided that any such individual or entity is not in direct competition with the ERC or the Committee.

4. Consultants shall receive a consulting fee of \$16,000 as compensation for the Consulting Work (Fee).

4.1 The Fee shall be paid in eight equal payments of \$2,000, one each month during the term of the Agreement.

4.1.1 Payment of the amount due Consultants each month will be made by the ERC within 5 days of delivery to it of an invoice for the relevant month. The first such invoice may be submitted on December 1, 2012.

5. It is understood by the parties that Consultants shall at all times be deemed an independent contractors and not employees of the ERC. In addition, anything to the contrary notwithstanding, the parties hereby acknowledge and agree that the ERC shall have no right to control the manner, means, or method by which Consultants performs the Consulting Work. Rather, the ERC shall be entitled only to direct Consultants with respect

to the Consulting Work and when such work shall be performed, and to review and assess Consultants' performance for the limited purposes of assuring that the Consulting Work has been performed, and confirming that it is satisfactory.

6. Consultants shall not be considered as having an employee status or the status of an agents, joint venturers, or partners of the ERC, and shall not be entitled to participate in any plans or arrangements by the ERC pertaining to or in connection with any insurance, retirement plans, or other benefits that may now or in the future be available for the ERC's employees.

7. Consultants agrees that they will be solely responsible for payment of all federal, state, and local taxes attributable to the compensation received from the ERC under the Agreement, and to make the relevant tax filings and payments to the appropriate federal, state or local tax authorities. No part of Consultants' compensation shall be subject to withholding by the ERC for the payment of social security, unemployment, disability insurance or any other similar state or federal tax obligation on behalf of Consultants in performing Consulting Work.

8. The ERC shall reimburse Consultants for all reasonable expenses, including California originated telephone calls and business-related meals and entertainment, incurred by them during the term of the Agreement, provided the same have been pre-approved in writing by the Chair or the Treasurer of the ERC or the Chair of the Committee, or by another individual designated by the ERC to approve such expenses.

8.1 Payment of the amount due Consultants for their approved expenses will be made by the ERC within 10 days of delivery of an invoice to it specifying the relevant pre-approved expenses together with appropriate documentation such as travel and meal receipts.

9. Consultants, and each of them, shall indemnify and hold the ERC and the Committee harmless against and from any and all claims arising from any breach or default in the performance of any obligation on Consultants' part to be performed under the terms of the Agreement, or arising from any act or negligence of Consultants. This indemnification shall include, without limitation, all costs, attorney's fees, expenses and liabilities incurred in relation to any such claim, action or proceeding brought on it. If an action or proceeding is brought against the ERC and/or the Committee by reason of any such claim, Consultants, on notice from the ERC, shall defend the same at Consultants' expense by employing counsel reasonably satisfactory to the ERC.

10. All notices or other communications required or permitted to be given pursuant to the Agreement shall be given in writing, and shall be deemed given when personally delivered, sent by messenger or courier service, or sent by registered or certified U.S. mail, postage prepaid, and return receipt requested, and addressed to the party as follows:

Nevada County Economic Resource Council  
149 Crown Point Court, Suite A  
Grass Valley, California 95945

Cheri Sprenger and Lani Lott  
P.O. Box 3969  
Truckee, CA 96160

11. Consultants will regard and preserve as confidential all confidential information of the ERC and the Committee that have been or may be obtained by reason of their performance of the Agreement. Consultants will not, without written authorization from the ERC to do so, use for their own benefit or purposes, nor disclose to others either during the term of the Agreement, or at any time later, any confidential information connected with the business of the ERC.

11.1 Consultants agrees that all documents, reports, proposals, marketing and sales plans, member lists, reports, or other materials made by Consultants or which come into their possession by reason of their performance of the Agreement are the property of the ERC and shall not be used by Consultants in any way adverse to the interests of the ERC.

12. As used in the Agreement, whenever any term or provision of it refers to 'the ERC' the same shall be deemed to extend to all parent, subsidiary, affiliated, predecessor and successor organizations of the ERC.

13. Time is of the essence with regard to performance of the terms of the Agreement.

14. A waiver of the breach of any term or covenant of the Agreement will not constitute a waiver of any subsequent breach of any of its terms or conditions.

15. In the event that any part or provision of the Agreement is found to be illegal or unenforceable by a court of competent jurisdiction, such findings shall not affect the remaining parts, portions or provisions of the Agreement.

16. The Agreement and each of its severable provisions shall be governed by and construed in accordance with the laws of the State of California. Venue for any action shall be in Nevada County, California.

17. The Agreement and the services performed under it are personal to Consultants and neither of them shall have the right or ability to assign, transfer, or subcontract any obligations under the Agreement without the written consent of the ERC. Any attempt to do so shall be void.

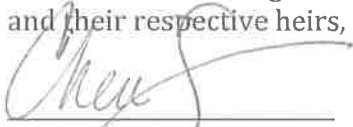
18. Any disagreement arising out of the Agreement or from its breach, shall be submitted to binding arbitration, and the judgment on the award rendered may be entered in the Court of the forum, state or federal, having jurisdiction over the matter. It is mutually agreed that the decision of the arbitrator shall be a condition precedent to any right of legal action that either party may have against the other. Arbitration shall comply with and be governed by the provisions of the California Arbitration Act.

19. In the event of any controversy, claim or dispute between the parties arising out of or relating to the Agreement, or its breach, the prevailing party shall be entitled, in addition to such other relief as may be granted, to an award of reasonable attorney's fees and costs in the court's discretion.



20. The Agreement may be executed in one or more counterparts, each of which shall constitute an original, and all of which together shall constitute one and the same agreement.

21. The Agreement shall be binding upon and inure to the benefit of the parties, and their respective heirs, personal representatives, successors and assigns.



Cheri Sprenger



Lani Lott

Nevada County Economic Resource Council



By:

Kimberly Parker Chair

## Exhibit 1

The advertising and marketing plan for the Committee (paragraph 2.1.4) shall include the following:

- The plan will identify near-term actions that can be taken to realize the goals and accomplish the Committee's objectives found in paragraph A of the Agreement. Some of the items that should be addressed in this plan are:
  - Developing a process to identify and track the major events (as that term is defined in the plan) held in the county and surrounding areas.
  - identifying trade shows and/or media events for the Committee to attend and how best to do so;
  - developing an application for the smart phones and tablets;
  - recommending advertising and promotional activities through print, radio, television, Internet, digital media and social networking sites;
  - recommending effective ways to participate in California's State Fair and community-based street festival booths;
  - recommending how to effectively host 'familiarization' tours;
  - recommending a detailed program for desk-side visits, telemarketing or sales calls, and contacts with journalists in the Sacramento, Reno and San Francisco Bay areas.
- The plan will address and recommend collaborative marketing efforts for the entire county – including the cities and unincorporated areas.
  - This part of the plan will identify all entities, subcontractors and other participants, and the responsibilities assigned to each of them.
- All advertising/promotional content recommended in the plan will feature a comprehensive message that includes both eastern and western Nevada County, using *GoNevadaCounty.com* as the venue for this message. And, all use of the *GoNevadaCounty.com* logo in advertising/marketing material will be accompanied by the phrase, *The Official Online Guide to Nevada County*.
- The plan will include a comprehensive process for gathering, tracking and reporting the metrics necessary to evaluate Consultants's performance under the Agreement;

## **Exhibit 2**

The Nevada County Tourism Marketing Action Plan (paragraph 2.1.5) shall include the following:

- The plan will encompass the entire county integrating eastern and western tourism-related components in a manner that establishes and enhances Nevada County's reputation as a tourism destination.
- The plan will utilize the work and accomplishments of the [*the end of this is missing.*]
- The plan will contain a strategic level overview that details the rationale for implementing the specific action items listed in the document, and it will specify how these objectives will be met.
  - The plan will include a description of each action item and its relationship to the plan's objectives.
  - The plan will include a performance dates and an item-by-item budget.
  - All strategic and action-oriented elements contained in the plan shall further the marketing of the tourism and visitor business segment of Nevada County in order for it to become financially self-sustaining.