2021 City Promotion Project

Project Description
This project agreement is to include advertisement, marketing and design. This agreement ("Agreement") between the Visit Tuolumne County ("The Contractor"), and the City of Sonora ("The City"). The purpose of this Agreement is to state the terms and conditions under which Visit Tuolumne County will furnish its services to the City. The Contractor agrees to provide advertising, marketing, media placement, web development, design, and reporting services to the city as described in the Digital Media Plan. This is service provided to aid the City's travel, tourism and hospitality industries.

Term
The Term of this agreement shall be from September 1, 2021 to June 30, 2022.

Compensation
The City shall compensate the Visit Tuolumne County up to $50,000.

Rights
Ownership of Work Product. Visit Tuolumne County agrees and acknowledges that all images, logos, trademarks, slogans, artwork, written materials, drawings, photograph, graphic material, film, or music, that is created specifically for the City by Visit Tuolumne County under this agreement and accepted by the City are the property of the City. The City agrees and acknowledges that all intellectual property such as original work, ideas, concepts, images, trademarks, photograph, graphic material, film, music, other materials names, processes and procedures, any and all other intellectual property or other materials that are subject to copyright, trademark, patent, or similar protection, used in connection with the services provided to the City by Visit Tuolumne County under this agreement (collectively the "Intellectual Product") are the exclusive property of Visit Tuolumne County. Visit Tuolumne County may use any stock photo accounts provided by the City. All professional and technical information developed under this Agreement and all work sheets, reports, and related data shall become the property of the City and Visit Tuolumne County agrees to deliver reproducible copies of such documents to the City on completion of services hereunder. The City agrees to indemnify and hold Visit Tuolumne County harmless from any claim arising out of reuse of the information for other than this project.

Freedom of Information Act
The Contractor shall, within twenty-four hours of the City's request, provide any documents in the Contractor's possession related to the contract which the City is required to disclose to a requester under the Illinois Freedom of Information Act. This provision is a material covenant of this Agreement. Contractor agrees to not apply any costs or charge any fees to the City regarding the procurement of records required pursuant to a FOIA request. Should Contractor request that City utilize a lawful exemption under FOIA in relation to any FOIA request thereby denying that request, Contractor agrees to pay all costs connected therewith (such as reasonable attorney's and witness fees, filing fee, and any other expenses) to defend the denial of the request. The defense shall include, but not be limited to, challenged or appealed denials of FOIA requests to either the Illinois Attorney General or a court of competent jurisdiction. Contractor agrees to defend, indemnify, and hold harmless City, and agrees to pay all costs connected therewith (such as reasonable attorney's and witness fees, filing fees and any other expenses) to defend any denial of a FOIA request by Contractor 's request to utilize a lawful exemption to City.

Compliance with Laws
The Contractor shall comply with all applicable federal, state, and local laws, rules, and

regulations, and all City ordinances, rules, and regulations now in force or hereafter enacted, in the provision of the goods and/or performance of the services required under this Agreement.

Non-disclosure
During the course of the Work Contractor may have access to proprietary and confidential information including, but not limited to, methods, processes, formulae, compositions, systems, techniques, computer programs, databases, research projects, resident name and address information, financial data, and other data. Contractor shall not use such information for any purpose other than described in this Agreement and Exhibits and shall not directly or indirectly disclose or disseminate such information to any third party without the express written consent of the City.

Hold Harmless and Indemnification
The Contractor shall defend, hold harmless, and indemnify the City, its directors, officers, employees, agents, and elected officials, in whole or in part from and against any and all liabilities, losses, claims, demands, damages, fines, penalties, costs, and expenses, judgment, or settlement, including, but not limited to, reasonable attorneys' fees and costs of litigation including reasonable expert witness, and all causes of action of any kind or character, that may be incurred as a result of bodily injury, sickness, death, or property damage or as a result of any other claim or suit of any nature whatsoever arising from or in any manner connected with directly or indirectly, the negligent acts, errors, omissions, or intentional acts or omissions, or omissions of any agent, subcontractor, or contractor hired to perform any services on behalf of the Contractor.

Termination of Contract
If the Contractor fails to perform according to the terms of this Agreement, then the City may terminate this Agreement upon seven (7) days written notice to the Contractor. In the event of a termination, the City shall pay the Contractor for services performed as of the effective date of termination, less any sums attributable, directly or indirectly, to Contractor's breach. The City shall have the right to terminate this Agreement, without cause, upon twenty-one (21) days written notice to the Contractor. The Contractor shall be paid for all work performed in conformance with the Agreement through the effective date of the not for cause termination. The written notice required under this paragraph shall be either (i) served personally during regular business hours; (ii) served by facsimile data transmission during regular business hours; (iii) by e-mail or (iv)served by certified or registered mail, return receipt requested, addressed to the address listed in this Agreement with postage prepaid and deposited in the United States mail. Notice served personally and by facsimile data transmission shall be effective upon receipt, and notice served by United States mail shall be effective three (3) business days after mailing.

Default
In case of default by the contractor, the City will procure articles or service from other sources and hold the contractor responsible for any excess cost incurred as provided for in Article 2 of the Uniform Commercial Code. The City reserves the right to cancel the whole or any part of the contract if the contractor fails to perform any of the provisions in the contract, fails to make delivery within the time stated, becomes insolvent, suspends any of its operations, or if any petition is filed or proceeding commenced by or against the Seller under any State or Federal law relating to bankruptcy arrangement, reorganization, receivership, or assignment for the benefit of creditors. The contractor will not be liable to perform if situations arise by reason of strikes, acts of God or the public enemy, acts of the City, fires, or floods.

Force Majeure
No party hereto shall be deemed to be in default or to have breached any provision of this

Agreement as a result of any delay, failure in performance or interruption of services resulting directly or indirectly from acts of God, acts of civil or military disturbance, or war, which are beyond the control of such non-performing party.

Notices
All notices, requests, demands and other communication given or required to be given under this Agreement shall be in writing, duly addressed to the parties as follows:

To Visit Tuolumne County:
      Visit Tuolumne County
      193 S. Washington Street
      Sonora, CA 95370

To City:
      City of Sonora
      94 N. Washington Street
      Sonora, CA 95370

Executed this _____Day of_____, 2021.

Visit Tuolumne County   **City of Sonora**

Sign:_____   Sign: _____

Name:_____   Name:_____

Title:_____   Title: _____