

MARIPOSA COUNTY

Administration • 966-3222



RESOLUTION - ACTION REQUESTED 2021-174

MEETING: April 6, 2021
TO: The Board of Supervisors
FROM: Dallin Kimble, County Administrative Officer
RE: Mariposa Visitor Center RFP Award

RECOMMENDATION AND JUSTIFICATION:

Approve 39-Month Contract for the Operation of the Mariposa Visitor Center with the Mariposa County Chamber of Commerce in an Amount Not to Exceed \$765,000; Authorize the Board of Supervisors Chair to Sign the Agreement; and Approve a Budget Action Reducing General Fund Contingency to Ensure Sufficient Funds for This Agreement in the Current Fiscal Year (\$16,000).

The Mariposa Visitor Center is a valuable community asset, a key component of the visitor experience for many travelers, and one way the County strives to contribute to the success of local businesses. This agreement is the product of an Request for Proposals (RFP) process approved by the Board in December and subsequent negotiations. It is now recommended for approval.

Two proposals were received in response to the RFP process, which solicited visitor center management services including securing a location for a visitor center, promoting community attractions and events, responding to inquiries from visitors and residents, building key partnerships and meeting necessary reporting requirements. Board liaisons for the visitor center and the county administrative officer reviewed the proposals and selected the Chamber submission as the most responsive and responsible bid.

The proposal and subsequent contract negotiations introduce a few changes to past agreements with the Chamber for visitor center management services. These include:

- A longer term. Past agreements have typically been for one or two years. As a result of the RFP process, this agreement is for 39 months and aligns with the County fiscal year.
- More compensation. The Chamber has stated to the Board on several occasions that it has been subsidizing visitor center operations with Chamber funds. This agreement grows over time to the funding level (\$260,000/year) the Chamber's

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proposal states is actually required to operate the visitor center.

- Reimbursement basis. Past agreements have provided funding without regard to generated revenues or actual operational costs. The proposed agreement reimburses the Chamber for net expenses (expenses less any generated revenue) rather than providing a flat fee.
- Cash flow. To facilitate the reimbursement process, a portion of the last month's expected costs (\$15,000) is proposed to be paid up front to provide some funds from which to begin operations. This amount will be reconciled in the final month of the agreement so that all funds are attributed to actual expenses.
- Extended hours. Previous agreements allowed for closure on holidays or for staff training. The proposed agreement requires the visitor center to be open every day and to stay open during peak season months until 7 PM.
- Consistent branding. The proposed agreement requires communications to be consistent with County values and branding and encourages the use of County and Yosemite/Mariposa County brand imagery.
- Performance standards. The proposed agreement establishes some performance metrics, such as greeting visitors within fifteen (15) seconds, and requires the development of performance indicators with regular reporting for the benefit of the visitor center, local businesses and the County.
- Segregation of funds. While audits continue to be required, funds will be required to be separated to ensure no co-mingling of visitor center and other Chamber programs occurs.
- Welcome Center exploration. The visitor center could potentially be established as an official California Welcome Center. The agreement requires exploration of this possibility and a formal recommendation on how to proceed.

After review of these and all other provisions of the agreement with Chamber representatives and Board liaisons, staff is prepared to recommend approval of this agreement for visitor center management services.

This action also requires an amendment to the adopted budget in the amount of \$16,000 to ensure sufficient funds are available in the current fiscal year. Staff recommends using contingency funds to make this amendment. As of this writing, the balance of the contingency fund for this fiscal year is \$382,517.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

On December 1, 2020, the Board adopted Resolution 2020-704 authorizing an RFP for the Mariposa Visitor Center.



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On October 27, 2020, the Board adopted Resolution 2020-637 approving a six-month agreement with the Mariposa County Chamber of Commerce for the operation of the Mariposa Visitors' Center in the amount of \$73,332. At this time, the Board also made clear the County's intention to pursue an RFP process to award the next agreement.

On October 22, 2019, the Board adopted Resolution 2019-619 approving a one-year agreement with the Mariposa County Chamber of Commerce for the operation and repair of the Mariposa Visitors' Center in the amount of \$250,000. \$30,000 of this agreement targeted toward visitor center repairs was never expended.

On October 17, 2017, the Board adopted Resolution 17-706 approving a two-year agreement with the Mariposa County Chamber of Commerce for the operation of the Mariposa Visitors' Center in the amount of \$337,000 (or \$168,500 per year).

On September 22, 2015, the Board adopted Resolution 15-457 approving a two-year Agreement with the Mariposa Chamber of Commerce for the operation of the Mariposa Visitors' Center in the amount of \$331,442 (or \$165,721 per year).

On October 14, 2014, the Board adopted Resolution 14-525 approving a First Amendment to the Agreement adding language regarding allowing the Chamber to close the Visitors' Center for up to 10-days in a calendar year for holidays and training classes, and changing the termination notice to 30-days.

On September 23, 2014, the Board adopted Resolution 14-499 approving a one-year Agreement with the Mariposa County Chamber of Commerce for the operation of the Mariposa Visitors' Center in the amount of \$159,000.

On November 5, 2013, the Board adopted Resolution 13-491 approving a one-year agreement with the Mariposa County Chamber of Commerce for operation of the Mariposa Visitors' Center in the amount of \$145,000.

On October 9, 2012, the Board adopted Resolution 12-508 approving a one-year agreement with the Mariposa County Chamber of Commerce for operation of the Mariposa and Coulterville Visitor Centers and replacement of the carpet in the Mariposa Visitor Center in the amount of \$150,000. At that time, it was noted that the Chamber had operated the visitor center for "several years" and an RFP process was conducted in Fall 2011. This is the last known RFP process.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Do not approve the agreement. The County will not have an agreement for visitor

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center operations and the visitor center may close. Staff will need additional direction with regard to visitor center operations.

FINANCIAL IMPACT:

The proposed agreement will cost up to \$68,000 in the current fiscal year and \$765,000 total inclusive of the next three fiscal years. A budget adjustment of \$16,000 is recommended to ensure sufficient funding in the current fiscal year.

ATTACHMENTS:

2021 Visitor Center Agreement(PDF)

2020 Visitor Center Services RFP (PDF)

Budget Action - Chamber of Commerce 4.6.21 (PDF)

RESULT: ADOPTED [UNANIMOUS]

MOVER: Miles Menetrey, District V Supervisor

SECONDER: Rosemarie Smallcombe, District I Supervisor

AYES: Smallcombe, Sweeney, Long, Forsythe, Menetrey

AGREEMENT FOR VISITOR CENTER SERVICES

THIS AGREEMENT (“Agreement”) is made and entered into this 6th day of April, 2021, by and between the County of Mariposa, a political subdivision of the State of California, (“County”), and the Mariposa County Chamber of Commerce, (“Contractor”), pursuant to the following terms and conditions.

W I T N E S S E T H:

1. TERM

The term of this Agreement shall commence on April 1, 2021 and terminate on June 30, 2024 unless extended as provided by this Agreement.

2. SERVICES

Contractor shall perform visitor center services as described in Exhibit A, “Scope of Work,” which is attached hereto and incorporated herein by reference. Contractor shall provide all staffing and materials necessary to perform the Scope of Work.

3. COMPENSATION

Contractor shall be compensated for services performed in an amount not to exceed seven hundred and sixty five thousand dollars (\$765,000). Compensation shall not exceed two hundred and sixty five thousand dollars (\$265,000) for the period of April 1, 2021 – June 30, 2022; two hundred and thirty five thousand dollars (\$235,000) for the period of July 1, 2022 – June 30, 2023; and two hundred and sixty thousand dollars (\$260,000) for the period of July 1, 2023 – June 30, 2024. Compensation shall not exceed twenty six thousand dollars (\$26,000) for any given month in this agreement.

Contractor may invoice for an initial payment of fifteen thousand dollars (\$15,000) upon execution of this agreement. Thereafter, Contractor will invoice County on a monthly basis for actual net expenses (actual expenses less any revenue generated through the services provided) incurred to provide the services outlined in the scope of work. Contractor may charge up to two percent (2%) of expenses for a given invoice for administration of this agreement. All revenue and expenditures for a given month shall be reported on the invoice. County shall pay Contractor within thirty (30) days of receipt of an approved invoice.

In the final month of the agreement, the initial payment of fifteen thousand dollars (\$15,000) shall be applied against expenses such that all compensation will be used for services provided and general administration of this agreement.

4. INSURANCE

Contractor shall procure and maintain for the duration of the agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, or employees.

A. MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

(1) Commercial General Liability (CGL): Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal and advertising injury with limits no less than \$2,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

(2) Automobile Liability: ISO Form Number CA 00 01 covering any auto, (Code 1), or if Contractor has no owned autos, hired (Code 8) and non-owned autos (Code 9), with limits no less than \$1,000,000 per accident for bodily injury and property damage.

(3) Workers' Compensation insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

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

B. OTHER INSURANCE PROVISIONS

The insurance policies are to contain, or be endorsed to contain, the following provision:

(1) Additional Insured Status: The County, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 forms if a later edition is used).

(2) Primary Coverage: For any claims related to this Agreement, the Contractor's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

(3) Notice of Cancellation: Each insurance policy required above shall state that coverage shall not be canceled, except with notice to the County.

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

(5) Deductibles and Self-Insured Retentions: Any deductibles or self-insured retentions must be declared to and approved by the County. The County may require the Contractor to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

(6) Acceptability of Insurers: Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the County.

(7) Verification of Coverage: Contractor shall furnish the County with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the County before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

(8) Subcontractors: Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that County is an additional insured on insurance required from subcontractors.

(9) Special Risks or Circumstances: County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

5. HOLD HARMLESS/INDEMNIFICATION

Contractor shall hold harmless, defend and indemnify County and its officers, employees, agents, and volunteers, from and against any and all liability, loss, damage, expense, costs (including without limitation costs and fees of litigation) of every nature arising out of or in connection with Contractor's performance of work hereunder or its failure to comply with any of its obligations contained in this Agreement, except such loss or damage which was caused by the sole negligence or willful misconduct of County.

6. INDEPENDENT CONTRACTOR

It is the expressed intention of the parties that Contractor is an independent contractor and not an employee, agent, joint venturer or partner of County. Nothing in this Agreement shall be

interpreted or construed as creating or establishing the relationship of employer and employee between County and Contractor or any employee or agent of Contractor. Both parties acknowledge that Contractor is not an employee for state or federal tax purposes. Contractor shall retain the right to perform services for others during the term of this Agreement.

7. PUBLIC EMPLOYEES RETIREMENT SYSTEM (CALPERS)

In the event that Contractor or any employee, agent, or subcontractor of Contractor providing services under this Agreement is determined by a court of competent jurisdiction or the Public Employees Retirement System (CalPERS) to be eligible for enrollment in CalPERS as an employee of the County, Contractor shall indemnify, defend, and hold harmless County for the payment of any employee and/or employer contributions for CalPERS benefits on behalf of Contractor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of County.

8. STATE AND FEDERAL TAXES

As Contractor is not County's employee, Contractor is responsible for paying all required state and federal taxes. In particular:

- a. County will not withhold FICA (Social Security) from Contractor's payments;
- b. County will not make state or federal unemployment insurance contributions on behalf of Contractor;
- c. County will not withhold state or federal income tax from payment to Contractor;
- d. County will not make disability insurance contributions on behalf of Contractor;
- e. County will not obtain workers' compensation insurance on behalf of Contractor.

9. ASSIGNMENT

It is understood and agreed that this Agreement contemplates personal performance by the Contractor and is based upon a determination of its unique personal competence and experience and upon its specialized personal knowledge. Assignments of any or all rights, duties or obligations of the Contractor under this Agreement will be permitted only with the express written consent of the County.

10. NOTICE

Any and all notices, reports or other communications to be given to County or Contractor shall be given to the persons representing the respective parties at the following addresses:

CONTRACTOR:

Mariposa County Chamber of Commerce
P.O. Box 425
Mariposa, CA 95338

COUNTY:

County Administrative Officer
County of Mariposa
P.O. Box 784
Mariposa, CA 95338

11. COMPLIANCE

Contractor shall comply with all federal, state and local laws, codes, ordinance and regulations applicable to Contractor's performance under this Agreement, including, but not limited to, laws related to prevailing wages. Specifically, Contractor shall not engage in unlawful employment discrimination, including, but not limited to, discrimination based upon a person's race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, gender, citizenship or sexual orientation, as prohibited by state or federal law.

12. PUBLIC RECORDS ACT

Contractor is aware that this Agreement and any documents provided to the County may be subject to the California Public Records Act and may be disclosed to members of the public upon request. It is the responsibility of the Contractor to clearly identify information in those documents that it considers to be confidential under the California Public Records Act. To the extent that the County agrees with that designation, such information will be held in confidence whenever possible. All other information will be considered public.

13. ENTIRE AGREEMENT AND MODIFICATION

This Agreement contains the entire agreement of the parties relating to the subject matter of this Agreement and supersedes all prior agreements and representations with respect to the subject matter hereof. This Agreement may only be modified by a written amendment hereto, executed by both parties; however, matters concerning the scope of services which do not affect the agreed price may be modified by mutual written consent of the Contractor and the [INSERT DEPARTMENT HEAD]. If there are exhibits attached hereto, and a conflict exists between the terms of this Agreement and any exhibit, the terms of this Agreement shall control.

14. ENFORCEABILITY AND SEVERABILITY

The invalidity or enforceability of any term or provisions of this Agreement shall not, unless otherwise specified, affect the validity or enforceability of any other term or provision, which shall remain in full force and effect.

15. TERMINATION AND RIGHTS UPON TERMINATION

A. This Agreement may be terminated upon mutual written consent of the parties, or as a remedy available at law or in equity. In the event of the termination of this Agreement, Contractor shall immediately be paid all fees earned as of the effective date of termination.

B. Either party may terminate this Agreement for convenience upon 90 calendar days' written notice to the other party. Upon termination for convenience, Contractor shall be entitled to compensation for services performed acceptably up to the effective date of termination.

C. Should Contractor default in the performance of this Agreement or materially breach any of its provisions, County, at its option, may terminate this Agreement by giving written notification to Contractor. The termination date shall be the effective date of the notice.

For the purposes of this subsection, default or material breach of this Agreement shall include, but not be limited to, any of the following: failure to perform required services in a timely manner, willful destruction of County property, dishonesty, or theft.

16. NO WAIVER

The failure to exercise any right to enforce any remedy contained in this Agreement shall not operate as to be construed to be a waiver or relinquishment of the exercise of such right or remedy, or of any other right or remedy herein contained.

17. DISPUTES

Should it become necessary for a party to this Agreement to bring an action in connection with this Agreement, the prevailing party in any claim or action shall be entitled to reimbursement for all expenses so incurred, including reasonable attorney's fees.

It is agreed by the parties hereto that unless otherwise expressly waived by them, any action brought to enforce any of the provisions hereof or for declaratory relief hereunder shall be filed and remain in a court of competent jurisdiction in the County of Mariposa, State of California.

18. CAPTIONS

The captions of this Agreement are for convenience in reference only and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

19. NUMBER AND GENDER

In this Agreement, the neutral gender includes the feminine and masculine, the singular includes the plural, and the word "person" includes corporations, partnerships, firms or associations, wherever the context so requires.

20. MANDATORY AND PERMISSIVE

"Shall" is mandatory. "May" is permissive.

21. SUCCESSORS AND ASSIGNS

All representations, covenants and warranties specifically set forth in this Agreement, by or on behalf of, or for the benefit of any or all of the parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns.

22. COUNTERPARTS

This Agreement may be executed simultaneously and in several counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument.

23. OTHER DOCUMENTS

The parties agree that they shall cooperate in good faith to accomplish the object of this Agreement and, to that end, agree to execute and deliver such other and further instruments and documents as may be necessary and convenient to the fulfillment of these purposes.

24. CONTROLLING LAW

The validity, interpretation and performance of this Agreement shall be controlled by and construed under the laws of the State of California.

25. AUTHORITY

Each party and each party's signatory warrant and represent that each has full authority and capacity to enter into this Agreement in accordance with all requirements of law. The parties also warrant that any signed amendment or modification to the agreement shall comply with all requirements of law, including capacity and authority to amend or modify the Agreement.

26. NEGOTIATED AGREEMENT

This Agreement has been arrived at through negotiation between the parties. Neither party is to be deemed the party which prepared this Agreement within the meaning of California Civil Code section 1654. Each party represents and warrants that in executing this Agreement it does so with full knowledge of the rights and duties it may have with respect to the other party. Each party also warrants and represents that it has received independent legal advice from its attorney with respect to the matters set forth in this Agreement and the rights and duties arising out of this Agreement, or that such party willingly foregoes any such consultation.

27. NO RELIANCE ON REPRESENTATIONS

Each party warrants and represents that it is not relying and has not relied upon any representation or statement made by the other party with respect to the facts involved or its rights or duties. Each party understands and agrees that the facts relevant, or believed to be relevant to this Agreement, have been independently verified. Each party further understands that it is responsible for verifying the representations of law or fact provided by the other party.

28. WARRANTY

County has relied upon the professional ability and training of Contractor as a material inducement to enter into this Agreement. Contractor hereby warrants that all work shall be performed in accordance with generally accepted professional practices and standards as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of Contractor's work by County shall not operate as a waiver or release.

29. FUNDING AVAILABILITY

It is mutually agreed that if the County budget of the current fiscal year and/or any subsequent fiscal years covered under this Agreement does not appropriate sufficient funds for this

Agreement, this Agreement shall terminate and be of no further force and effect upon the day notice is provided by County to Contractor of such event. Upon termination of this Agreement, the County shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement except for services rendered prior to such termination and Contractor shall not be obligated to perform any provisions of this Agreement. Contractor's assumption of risk of possible non-appropriation is part of the consideration for this Agreement. County budget decisions are subject to the discretion of the Board of Supervisors.

If funding for any fiscal year is reduced or deleted by the County budget for purposes of this Agreement, the County shall have the option to either cancel this Agreement with no liability occurring to the County, except County must reimburse Contractor for services rendered prior to such reduction or modification of the County budget, or offer an Agreement amendment to Contractor to reflect the reduced amount.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first written above.

COUNTY OF MARIPOSA



zorrosign 73E5F77FD5

Marshall Long, Chair
Board of Supervisors


COUNTERSIGNED:



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Rene LaRoche
Clerk of the Board

CONTRACTOR



zorrosign 73E5E77FE9

Gabriel Edwards, President
Mariposa County Chamber of Commerce

APPROVED AS TO FORM:



zorrosign 73E5E77FCB

Steven W. Dahlem
County Counsel

Exhibit A
SCOPE OF WORK

Contractor will deliver the following services:

- A. Provide a location for the visitor's center at 5158 Highway 140 in Mariposa. Contractor is responsible for all aspects of facility operations including rent, insurance, maintenance, groundskeeping, signage, security, utilities (water, sewer, gas, electrical, telephone and internet services), janitorial and operating supplies. The facility shall be kept in a clean and sanitary condition at all times and comply with all state and local guidance related to the novel coronavirus pandemic or other conditions that may exist during the term of Agreement.
- B. Promote Mariposa County community and visitor events, attractions, businesses and amenities consistent with the County's stated values and brand message. Use of Yosemite/Mariposa County Tourism Bureau branding is also encouraged. Provide accurate information to visitors and residents in a friendly and enthusiastic manner. Encourage patronizing local establishments, extending visits and repeat visitation through education, invitation and quality customer service. Promotions shall focus on visitor interest and fairly represent the entire county without bias to any geographical area, industry, organization, association or business.
- C. The visitor center shall be open every day from 8:00 AM to 7:00 PM in the months of May through October and from 8:00 AM to 5:00 PM in the months of November through April. When the visitor center is closed, Contractor will make basic information, maps and brochures available to the public.
- D. Recruit, select, supervise and appropriately recognize the efforts of any staff and/or volunteers necessary to operate the Visitors Center. Continuing to partner with Yosemite National Park to have a uniformed ranger assist with Park-related inquiries and advance purchase of park passes is strongly encouraged.
- E. Provide community support through interaction with visitors and residents, including:
 - a. Displaying and distributing brochures, maps, and other visitor information. Encourage availability of information, including town maps and visitor guides, in local lodging and other establishments. Information should include, but is not limited to, options related to transportation, dining, shopping, lodging, attractions, events, amenities and services available in Mariposa County.
 - b. Greet each visitor to the visitor's center within fifteen (15) seconds and provide timely service and responses to their inquiries. Provide computer terminals for access to directories and self-service information including Yosemite.com and lodging.
 - c. Initiate and support programs that increase visitor spending with Mariposa County businesses including, but not limited to, awareness of discounts and special offers and direct booking of lodging.

- F. Develop or maintain partnerships with community groups including, but not limited to: Yosemite National Park, Yosemite/Mariposa County Tourism Bureau, and other local associations of businesses, lodging partners, museums, events, and so on.
- G. Collaborate with Yosemite/Mariposa County Tourism Bureau to provide toll-free phone numbers and information services for visitors.
- H. Coordinate an inclusive online calendar of community and cultural events. Proactively solicit content and ensure the calendar is current and accurate.
- I. Evaluate possible means for revenue generation including fees for service, grants, fundraising and so on. Seek and evaluate further opportunities to add value to the services provided at the visitor's center. Present options to the County as they become available. Implementing revenue generating services is subject to approval of the county administrative officer after discussion with board liaisons for the visitor center.
- J. Develop Key Performance Indicators (KPI) for daily tracking of performance outcomes including number of visitors, number and value of direct lodging bookings, overall visitor experience (net promoter score), average service satisfaction, and other outcomes. Collect additional data as requested by the County and/or as needed for visitor center purposes. Report KPI to the County on a monthly basis.

County recognizes that the ability to forecast visitor traffic would be a valuable service to local businesses. To the extent such forecasts can be developed in partnership with Yosemite National Park and others, KPI data will be made available for analysis and inclusion as needed.

- K. Segregate funds provided by the County and provide an annual, auditor-reviewed report on the use of these funds.
- L. Evaluate the requirements to establish the visitor center as an official California Welcome Center. Make a recommendation to the County on whether to pursue this designation and, if the recommendation is in favor, what actions are needed to qualify.