

TO: James L. App, City Manager

FROM: Meg Williamson, Assistant City Manager

SUBJECT: Professional Service Contracts for Tourism Related Services  
Paso Robles Wine Country Alliance & Chamber of Commerce

DATE: June 7, 2011

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NEEDS: For the City Council to consider professional service contracts with the Paso Robles Wine Country Alliance and Chamber of Commerce.

FACTS:

1. The City's adopted Marketing Plan includes the key elements of: a) Hospitality Services and Visitor Event support; b) Branding and Visitor Website development; and c) Public Relations that build on the platform of the Wine and Culinary industries. (See Attached).
2. The Chamber of Commerce has been under contract for the past 4 years to operate as a Visitor Center to fulfill the hospitality and visitor support aspect of the City's Marketing Plan.
3. The Paso Robles Wine Country Alliance (PRWCA) has been under contract for the past 3-1/2 years to pursue the public relations portion of the City's Marketing Plan.
4. Both of these service contracts are scheduled to expire on June 30, 2011.
5. Each of these service partners were notified in 2009 of the need for the City to modify the Tourism budget in accordance with General Fund budget reductions. As a result, the budget for renewal of each contract was to be reduced by 25 percent in Fiscal Year 2011/12.
6. Both the Chamber of Commerce and the PRWCA submitted revised service proposals consistent with the City's suggested budget adjustments (proposal letters attached).
7. The City Council established liaison committees to work with each organization to review and negotiate terms for the proposed FY 2011/12 service contracts.
8. The Chamber of Commerce liaison Committee consisted of Mayor Picanco and Councilmember Steinbeck. The committee met with the Chamber CEO, Mike Gibson and Chamber Board President, Debra

Albert on April 27, 2011 to discuss the scope and terms of a prospective Visitor Service Contract. The key negotiated points of the proposed contract:

- One year term
- No reduction in scope of service of the visitor center
- Focus on increased hours of operation on weekends
- Contract amount \$60,000

9. The PRWCA liaison Committee consisted of Councilmembers Steinbeck and Hamon. The committee met with the PRWCA Executive Director Stacie Jacob and Marketing Director Christopher Taranto on April 28, 2011 to discuss the scope and terms of a prospective Public Relations Service Contract. The key negotiated point of the proposed contract:

- One year term
- Provide same level of services less one annual Media Familiarization (FAM) Tour
- Contract amount \$45,000

#### ANALYSIS &

CONCLUSION: The City's tourism and marketing program have historically engaged supplementary (outsourced) assistance in achieving public relations and visitor support service goals.

The Chamber of Commerce has operated the Visitor Center as a point of contact and distribution center for visitor information for many years. The central location in the heart of the downtown is well suited for visitors.

The Paso Robles Wine Country Alliance has established and continues to advance a public relations campaign that positions Paso Robles as a year round culinary tourism destination and strengthens the name recognition and long-term viability of the Paso Robles brand. The PRWCA is uniquely positioned to leverage dollars with/from their own membership base to deliver these key messages regarding the Paso Robles Brand.

Each proposed service contract will serve to strengthen the marketing position for Paso Robles.

#### POLICY

REFERENCE: Economic Strategy; 2007 Marketing Plan; and February 2011 City Council general fund cost savings directives.

FISCAL

IMPACT:

On February 15, 2011, the City Council directed a series of general fund cost savings measures. Included in those measures was a 25% “across the board” reduction to tourism and marketing service contracts in FY 2011/12.

The proposed contract with the Chamber of Commerce for \$60,000 represents a 25% reduction from the previous budget year of \$80,000. The proposed contract with the PRWCA for \$45,000 represents a 25% reduction from the previous budget year of \$60,000.

OPTIONS:

a. For the City Council to adopt the following resolutions authorizing the City Manager to enter into professional service contracts for tourism related services:

- 1) Resolution 11-XXX authorizing visitor center services with the Chamber of Commerce for FY 2011/12 in the amount of \$60,000.
- 2) Resolution 11-XXX authorizing public relations services with the Paso Robles Wine Country Alliance for FY 2011/12 in the amount of \$45,000;

b. Amend, modify or reject above option.

Attachment:

1. Resolution 11-XXX authorizing a professional service contract with the Chamber
2. Resolution 11-XXX authorizing a professional service contract with the PRWCA
3. Paso Robles Promotions Coordinating Committee Marketing Plan
4. Chamber scope of services letter dated April 5, 2011
5. PRWCA scope of services letter dated April 4, 2011

RESOLUTION NO. 11-XXX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PASO ROBLES  
AUTHORIZING THE CITY MANAGER TO ENTER INTO A PROFESSIONAL SERVICE  
CONTRACT WITH THE PASO ROBLES CHAMBER OF COMMERCE FOR VISITOR  
CENTER SERVICES FOR FY 2011/12

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WHEREAS, the City's adopted Marketing Plan includes the key elements of: a) Hospitality Services and Visitor Event support; b) Branding and Visitor Website development; and c) Public Relations that build on the platform of the Wine and Culinary industries; and

WHEREAS, the City currently contracts with the Paso Robles Chamber of Commerce for the operation of Visitor Center to provide for hospitality and visitor support per the City's Marketing Plan; and

WHEREAS, their current service contract is scheduled to expire on June 30, 2011; and

WHEREAS, the Chamber of Commerce submitted a service proposal consistent with the City Council's directive of a 25 percent cost reduction in all tourism contracts for Fiscal Year 2011/12; and

WHEREAS, the City Council liaison committee met with representatives of the Chamber of Commerce to negotiate terms for the proposed FY 2011/12 visitor center contract; and

WHEREAS, the negotiated service contract is consistent with both the City's marketing and budget goals for FY 2011/12.

THEREFORE BE IT HEREBY RESOLVED that the City Manager is authorized to enter into an extended professional service contract with the Paso Robles Chamber of Commerce for Visitor Center Services per the attached Exhibit "A" in accordance with the City's adopted Marketing Plan.

ADOPTED by the City Council of the City of El Paso de Robles at a regular meeting of said Council held on the 7<sup>th</sup> day of June 2011 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

ATTEST:

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Duane Picanco, Mayor

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Caryn Jackson, Deputy City Clerk

## EXHIBIT "A"

### AGREEMENT BETWEEN THE CITY OF EL PASO DE ROBLES AND THE PASO ROBLES CHAMBER OF COMMERCE INC. FOR VISITOR CENTER SERVICES

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THIS AGREEMENT ("Agreement"), effective July 1, 2011, is made and entered into this \_\_\_\_ day of \_\_\_\_\_ 2011, by and between the City of El Paso de Robles, hereafter referred to as the "CITY", and the Paso Robles Chamber of Commerce, Inc., hereinafter referred to as "CHAMBER".

WHEREAS, CHAMBER has experience together with available facilities to provide visitor center services necessary to enhance the economic vitality of Paso Robles; and

WHEREAS, the CITY desires to have CHAMBER provide these services in order to facilitate economic development throughout the City; and

WHEREAS, CHAMBER is willing to provide services hereinafter set forth on behalf of the CITY in the manner and for the purpose hereinafter provided.

CITY and CHAMBER hereby enter into this Agreement to set forth the terms and conditions relating to certain visitor center services to be provided by the CHAMBER.

1. CHAMBER RESPONSIBILITIES. The CHAMBER shall provide and perform services to facilitate the welcoming and hospitality of visitors to Paso Robles, in a manner designed to promote the unique character, heritage and special attributes of the community and enhance the economic vitality of the CITY. Such services shall include, but are not limited to:
  - A. Maintaining a public office in a central location in Downtown Paso Robles to provide information to visitors and interested citizens (the "Visitors Center"), which Visitors Center shall be opened during the CHAMBER'S regular hours. CHAMBER agrees to conduct Visitor Center hours in a manner which serves to complement visitor patterns to Paso Robles, including Friday and weekend travelers.
    - The Visitors Center is presently located at 1225 Park Street. CITY acknowledges that the present location of the Visitors Center may be relocated to another suitable downtown location, subject to City's reasonable consent, during the term of this Agreement. CHAMBER agrees to provide 30 days advance written notice to CITY of any proposed relocation of the Visitors Center.
    - Enhanced visibility of Visitor Center. CHAMBER agrees to pursue enhancement of the Visitor Center's visibility (recognizable to travelers as "The Visitor Center") within the parameters of the City's zoning and sign design standards.
  - B. Providing visitor information that suits the needs of visitors to the Paso Robles area and promotes the unique character, heritage and special attributes of the community, including but not limited to:

- Providing a high level of personal customer service to visitors to the Visitors Center, and retaining an adequate number of trained employees to handle the fluctuations and seasonal flow of such visitors.
  - Responding promptly (same business day) to high volumes of information requests including telephone calls and emails.
  - Serving as a contact for information requests from potential visitors, as well as a referral agency to local area lodging and other resources.
  - Maintaining an electronic annual events calendar on the CHAMBER website.
  - In the Visitors Center dispensing and display supplies of, hotel/motel directories, visitor's guides, brochures, pamphlets, and general statistics, information about the community, and tourism partner generated collateral (including the Travel Paso Robles Alliance (TPRA), Paso Robles Event Center, Paso Robles Wine Country Alliance, and Main Street).
- C. Continue operation of CHAMBER'S website with electronic links to/from all other Paso Robles area visitor serving websites including, but not limited to, CITY, Wine Country Alliance, Events Center, & Main Street.
- D. Cooperate in implementing CITY'S Tourism Marketing Plan Goals and Objectives by:
- Cooperating in improving strategic alliances with the Paso Robles Wine Country Alliance, Events Center, Main Street Association, Travel Paso Robles Alliance, and City.
  - Cooperating in promoting events sponsored by the Paso Robles Events Center, Main Street, Wine Country Alliance, Travel Paso Robles Alliance, and City.
- F. Providing quarterly activity reports (written) to the City Manager's Office, each quarterly report to be due within 10 days following the end of each calendar quarter. Each quarterly report shall include:
- Summary of website visits & information provided during the quarter.
  - Number of visitors to the Visitors Center during the quarter.
  - Type and quantity of materials dispensed from the Visitors Center and Train Station Center during the quarter.
  - Summary of telephone and email information requests received.
  - Type and quantity of any special materials distributed to groups.
  - Number of Destination Guides mailed and visitor site referrals made.
  - Summary of expenditures incurred by the CHAMBER during the quarter for the services provided under this Agreement, including a listing of any capital equipment purchased with the funds provided by the CITY.
2. COMPENSATION. In consideration of the services performed by CHAMBER pursuant to this Agreement, and so long as CHAMBER is not in default under any of the provisions of this Agreement, CITY will make payments to the CHAMBER as follows:
- A. Commencing with CITY'S fiscal year beginning July 1, 2011, CITY shall disburse by the 15<sup>th</sup> day of the month to CHAMBER monthly payments equal to 1/12<sup>th</sup> of:

\$ 60,000.00

Fiscal Year 2011/2012

- B. In the event that the City Council is compelled to reduce General Fund budget expenditures in any given year during the term of this Agreement, the amount of the annual payment under this Agreement for such year shall be reduced by the same percentage as the overall General Fund budget reduction, as determined by the City. City shall notify Chamber of any such reduction as early as is reasonably feasible, and understands that any reduction in the City's payment shall result in a proportionate reduction in Chamber services provided under this Agreement and/or a modification to the Chamber's budget.
3. VISITOR CENTER ANNUAL BUDGET. CHAMBER shall, by April 1 of each year, submit to the CITY for review by the City Council, a budget and plan for Visitors Center services to be provided by the CHAMBER during the next following fiscal year covered by this Agreement. The budget shall include all funds to be received from CITY during such fiscal year and how those funds are proposed to be spent.

CHAMBER will provide quarterly and an annual report of the Visitors Center services plan implementation.

4. CHAMBER'S FINANCIAL RECORDKEEPING AND REPORTING. Upon 15 days notice to the CHAMBER, CITY shall have the right to examine the books, records, and accounts of the CHAMBER at any reasonable time in the CHAMBER'S offices.
5. POLITICAL ACTIVITY. CHAMBER shall not use any monies received under this Agreement for the endorsement, opposition or participation in any political or lobbying activity, including but not limited to, involved in the support or opposition to any candidate for public office or proposed ballot measure.
6. INDEMNIFICATION, HOLD HARMLESS. CHAMBER shall indemnify, defend and hold CITY, its members, officers, directors, agents and employees free and harmless from any and all claims, damages, losses and expenses including attorney fees arising out of the performance by CHAMBER of the services provided for hereunder, caused in whole or in part by any act of CHAMBER, its officers, employees or agents in carrying out the terms of this Agreement.
7. INSURANCE. CHAMBER agrees to maintain in full force and effect, at its sole cost and expense, during the term of this Agreement the following insurance:
- a. Workers' Compensation in accordance with State law, for all of its employees engaged in the work and services to be provided under this Agreement.
- b. General Liability in an amount not less than One Million Dollars (\$1,000,000) combined single limit liability applying to bodily injury, personal injury and property damage, and products damage insurance in a sum of not less than Twenty-Five Thousand Dollars (\$25,000).

All such insurance policies shall be carried with insurance companies satisfactory to the CITY and shall name the CITY, its officers, agents, and employees as additional insured with respect to the work and services being performed under this Agreement. CHAMBER shall cause to be furnished to the CITY certificates of insurance stating that such insurance is in full force and effect; that the premiums thereon have been paid; and that the insurance carrier will give the CITY at least thirty (30) days prior written notice of cancellation, termination or modification.

8. INDEPENDENT CONTRACTOR; NOT AGENT. Notwithstanding any other representation, oral or written, between the parties, including any and all agents or representatives thereof, the CHAMBER is at all times during the term of this Agreement acting as a free and independent contractor, and shall not be an employee or an agent of the CITY.

Except as CITY may authorize in writing, CHAMBER shall have no authority, express or implied to act on behalf of CITY in any capacity whatsoever as an agent. CHAMBER shall have no authority, express or implied, pursuant to this Agreement, to bind CITY to any obligations whatsoever.

9. CONFLICT OF INTEREST. CHAMBER shall not enter into any contract or agreement that will create a conflict of interest with its duties to CITY under this Agreement.

No member, official or employee of CITY shall have any personal interest, direct or indirect, in this Agreement, nor shall any such member, official or employee participate in any decision relating to this Agreement which affects his personal interests or the interests of any corporation, partnership, or association in which he is directly or indirectly interested. The CHAMBER warrants that it has not paid or given, and will not pay or give, any third party any money or other consideration for obtaining this Agreement.

10. LICENSES, PERMITS. CHAMBER represents and warrants to CITY that it has, and shall maintain at all times during the term of this Agreement, at its sole cost and expense, all business licenses, permits, qualifications and approvals of whatsoever nature which are legally required for CHAMBER to provide the services hereunder.

11. STANDARD OF PERFORMANCE. CHAMBER shall perform all services required pursuant to this Agreement in a manner and according to the standards observed by a competent practitioner of the profession in which CHAMBER is engaged. All products and services of any nature which CHAMBER provides to CITY and to visitors to the Visitors Center shall conform to the standards of quality normally observed by licensed, competent organizations practicing in CHAMBER's profession.

CHAMBER shall devote such time to the performance of services as may be reasonably necessary for the satisfactory performance of CHAMBER's obligations pursuant to this Agreement. Neither party shall be considered in default of this Agreement to the extent performances are prevented or delayed by any cause, present or future, which is beyond the reasonable control of the parties.

CHAMBER agrees to assign only competent personnel according to the reasonable and customary standards of training and experience in the relevant field to perform services pursuant to this Agreement.

12. REVERSION OF FUNDS AND PROPERTY. During the term of this Agreement should the CHAMBER be dissolved, disbanded, or otherwise cease to function in a manner described in this Agreement, all funds attributable to the CITY, and equipment purchased out of funds provided by the CITY, shall revert to ownership of the CITY. For the purpose of this provision, the CHAMBER shall maintain a written record of, and include as part of each annual report, a listing of capital equipment that has been purchased with the funds provided by the CITY.

13. TERM. The term of this Agreement shall be for four successive one-year periods beginning July 1, 2011 and expiring June 30, 2012, unless terminated earlier in accordance with Section 16 or 17 below.

14. ASSIGNMENT PROHIBITED. No party to this Agreement may assign any right or obligation pursuant to this Agreement. Any attempted or purported assignment of any right or obligations pursuant to this Agreement shall be void and of no effect.



15. NON DISCRIMINATION. CHAMBER agrees to comply with all fair employment practice laws of the state and federal government. CHAMBER covenants and agrees for itself, its successors, its assigns and every successor in interest, that there shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, sexual orientation, medical condition, disability, marital status, ancestry or national origin in the provision of any services to be provided by CHAMBER hereunder, nor shall CHAMBER or any person claiming under or through CHAMBER establish or permit any such practice or practices of discrimination of segregation in the provision of any services to be provided by CHAMBER hereunder.
16. DEFAULT. The failure of the Parties to abide by any of the terms of this Agreement shall constitute a default under this Agreement. If either party fails to cure any such default within five (5) days of receiving notice from the other party of such default, then this Agreement may be terminated by giving ten (10) days written notice of such termination. Upon any such termination, the final monthly payment to be paid under Section 2, above, shall be adjusted on a pro rata basis, based on a 30-day month, to the date of such termination, and if applicable, CHAMBER shall immediately return to CITY any amounts previously paid by CITY for any period subsequent to the date of such termination.
17. TERMINATION. In addition to termination pursuant to Section 13 or 16 above, this Agreement may be terminated in whole or in part at any time by either party hereto upon one year's written notice to the other as identified below. In the event of any termination of this Agreement, all rights and obligations of both parties hereto, including without limitation the monthly payments from CITY to CHAMBER hereunder, shall terminate as of the date of such termination (and the final monthly payment shall be adjusted on a pro rata basis to the date of such termination).
18. NOTICES. All notices pursuant to this Agreement shall be in writing and mailed, postage prepaid, first class, or personally delivered, to the addresses set forth below, or such other address as a party may designate in writing.
19. FULL AGREEMENT AND AMENDMENT. This document represents the entire understanding between the parties and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may only be amended by a writing signed by both parties.
20. SEVERABILITY Should any provision of this Agreement be deemed to be legally void or unenforceable, all remaining provisions shall survive and be enforceable. This Agreement shall in all respects be governed by the laws of the State of California.
21. ATTORNEY'S FEES. In the event suit is brought for the enforcement, or interpretation, of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees.

IN WITNESS WHEREOF, this Agreement is hereby executed as of the day and year first hereinabove written.

THE CITY OF EL PASO DE ROBLES  
1000 Spring Street  
Paso Robles, CA 93446

By \_\_\_\_\_  
Duane Picanco, Mayor

PASO ROBLES CHAMBER OF COMMERCE, INC.  
1225 Park Street  
Paso Robles, CA 93446

By \_\_\_\_\_  
Debra Albert, Chairman of the Board

By \_\_\_\_\_  
Mike Gibson, President/CEO

RESOLUTION NO. 11-XXX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PASO ROBLES  
AUTHORIZING THE CITY MANAGER TO ENTER INTO A PROFESSIONAL SERVICE  
CONTRACT WITH THE PASO ROBLES WINE COUNTRY ALLIANCE FOR PUBLIC  
RELATIONS SERVICES FOR FY 2011/12

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WHEREAS, the City's adopted Marketing Plan includes the key elements of: a) Hospitality Services and Visitor Event support; b) Branding and Visitor Website development; and c) Public Relations that build on the platform of the Wine and Culinary industries; and

WHEREAS, the City currently contracts with the Paso Robles Wine Country Alliance (PRWCA) to pursue the public relations portion of the City's Marketing Plan; and

WHEREAS, the Public Relations contract engages the services of the PRWCA to develop key messages consistent with the Paso Robles "Brand" and to work through media contacts and a news bureau data base to reach and host travel and lifestyle writers who will best position Paso Robles for visitor exposure; and

WHEREAS, the Paso Robles Wine Country Alliance has established and continues to advance a public relations campaign that positions Paso Robles as a year round culinary tourism destination, strengthens the name recognition and long-term viability of the Paso Robles brand, and builds demand for week-long events/corporate retreats and seminars that enhance the economic vitality of the City; and

WHEREAS, the PRWCA is uniquely positioned to leverage dollars with/from their own membership base to deliver these key messages regarding the Paso Robles Brand; and

WHEREAS, the current PRWCA service contract is scheduled to expire on June 30, 2011; and

WHEREAS, the PRWCA submitted a service proposal consistent with the City Council's directive of a 25 percent cost reduction in all tourism contracts for Fiscal Year 2011/12; and

WHEREAS, the City Council liaison committee met with representatives of the PRWCA to negotiate terms for the proposed FY 2011/12 public relations service contract; and

WHEREAS, the negotiated service contract is consistent with both the City's marketing and budget goals for FY 2011/12.

THEREFORE BE IT HEREBY RESOLVED that the City Manager is authorized to enter into an extended professional service contract with the Paso Robles Wine Country Alliance for Public Relations Services per the attached Exhibit "A" in accordance with the City's adopted Marketing Plan.

ADOPTED by the City Council of the City of El Paso de Robles at a regular meeting of said Council held on the 7<sup>th</sup> day of June 2011 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

ATTEST:

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Duane Picanco, Mayor

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Caryn Jackson, Deputy City Clerk

## EXHIBIT “A”

### AGREEMENT BETWEEN THE CITY OF EL PASO DE ROBLES AND THE PASO ROBLES WINE COUNTRY ALLIANCE FOR PUBLIC RELATIONS SERVICES – FY 2011 to FY 2012

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THIS AGREEMENT ("Agreement"), effective July 1, 2011, is made and entered into this \_\_\_\_ day of \_\_\_\_\_ 2011, by and between the City of El Paso de Robles, hereafter referred to as the “CITY”, and the Paso Robles Wine Country Alliance a 501c6 non-profit organization, hereinafter referred to as “PRWCA”.

WHEREAS, PRWCA has experience together with available facilities and resources to provide public relation services necessary to enhance the economic vitality of Paso Robles; and

WHEREAS, the CITY desires to have PRWCA continue to provide these services in order to facilitate economic development throughout the City; and

WHEREAS, PRWCA is willing to provide services hereinafter set forth on behalf of the CITY in the manner and for the purpose hereinafter provided.

CITY and PRWCA hereby enter into this Agreement to set forth the terms and conditions relating to certain public relations services to be provided by the PRWCA.

**PRWCA RESPONSIBILITIES.** The PRWCA shall provide and maintain a public relations campaign that positions Paso Robles as a year round culinary tourism destination, strengthens the name recognition and long-term viability of the Paso Robles brand, and builds demand for week-long events/corporate retreats and seminars thus enhancing the economic vitality of the CITY. Such services shall include, but are not limited to:

- A. Conduct Media Familiarization Tours to showcase the culinary aspects of Paso Robles – secure 6-10 lifestyle, travel and/or food writers to visit Paso Robles through at least one (1) annual tour.
  - B. Provide strategic public relations counsel to coordinate efforts between local and county tourism entities. Work with the Paso Robles PCC, TPRA and SLOCVCB to maximize public relations opportunities for Paso Robles.
  - C. Work with local organizing committees to secure new and support existing tourism events benefitting Paso Robles (i.e., Amgen, Sunset Savor Central Coast, etc.). Promote them locally and regionally while demonstrating benefits to key tourism partners.
1. **COMPENSATION.** In consideration of the services performed by PRWCA pursuant to this Agreement, and so long as PRWCA is not in default under any of the provisions of this Agreement, CITY will make payments to the PRCWA as follows:

- A. Commencing with signing of this contract beginning in **January 2012**, CITY shall disburse by the 15<sup>th</sup> day of the month to PRWCA in monthly installments of \$7,500.00 not to exceed:

**\$45,000.00**

**Fiscal Year 2011/2012**

- B. In the event that the City Council is compelled to reduce General Fund budget expenditures in any given year during the term of this Agreement, the amount of the annual payment under this Agreement for such year shall be reduced by the same percentage as the overall General Fund budget reduction, as determined by the City. City shall notify PRWCA of any such reduction as early as is reasonably feasible, and understands that any reduction in the City's payment shall result in a proportionate reduction in PRWCA services provided under this Agreement and/or a modification to the PRWCA's budget.
2. **PRWCA'S FINANCIAL RECORDKEEPING AND REPORTING.** Upon 15 days notice to the PRWCA, CITY shall have the right to examine the books, records, and accounts of the PRWCA at any reasonable time in the PRWCA'S offices.
5. **POLITICAL ACTIVITY.** PRWCA shall not use any monies received under this Agreement for the endorsement, opposition or participation in any political or lobbying activity, including but not limited to, involved in the support or opposition to any candidate for public office or proposed ballot measure.
6. **INDEMNIFICATION, HOLD HARMLESS.** PRWCA shall indemnify, defend and hold CITY, its members, officers, directors, agents and employees free and harmless from any and all claims, damages, losses and expenses including attorney fees arising out of the performance by PRWCA of the services provided for hereunder, caused in whole or in part by any act of PRWCA, its officers, employees or agents in carrying out the terms of this Agreement.
7. **INSURANCE.** PRWCA agrees to maintain in full force and effect, at its sole cost and expense, during the term of this Agreement the following insurance:
- a. Workers' Compensation in accordance with State law, for all of its employees engaged in the work and services to be provided under this Agreement.
- b. General Liability in an amount not less than One Million Dollars (\$1,000,000) combined single limit liability per occurrence with a Two Million Dollars (\$2,000,000) aggregate.

All such insurance policies shall be carried with insurance companies satisfactory to the CITY and shall name the CITY, its officers, agents, and employees as additional insured with respect to the work and services being performed under this Agreement. PRWCA shall cause to be furnished to the CITY certificates of insurance stating that such insurance is in full force and effect; that the premiums thereon have been paid; and that the insurance carrier will give the CITY at least thirty (30) days prior written notice of cancellation, termination or modification.

8. **INDEPENDENT CONTRACTOR; NOT AGENT.** Notwithstanding any other representation, oral or written, between the parties, including any and all agents or representatives thereof, the PRWCA is at all times during the term of this Agreement acting as a free and independent contractor, and shall not be an employee or an agent of the CITY.

Except as CITY may authorize in writing, PRWCA shall have no authority, express or implied to act on behalf of CITY in any capacity whatsoever as an agent. PRWCA shall have no authority, express or implied, pursuant to this Agreement, to bind CITY to any obligations whatsoever.

9. **CONFLICT OF INTEREST.** PRWCA shall not enter into any contract or agreement that will create a conflict of interest with its duties to CITY under this Agreement.

No member, official or employee of CITY shall have any personal interest, direct or indirect, in this Agreement, nor shall any such member, official or employee participate in any decision relating to this Agreement which affects his personal interests or the interests of any corporation, partnership, or association in which he is directly or indirectly interested. The PRWCA warrants that it has not paid or given, and will not pay or give, any third party any money or other consideration for obtaining this Agreement.

10. **LICENSES, PERMITS.** PRWCA represents and warrants to CITY that it has, and shall maintain at all times during the term of this Agreement, at its sole cost and expense, all business licenses, permits, qualifications and approvals of whatsoever nature which are legally required for PRWCA to provide the services hereunder.

11. **STANDARD OF PERFORMANCE.** PRWCA shall perform all services required pursuant to this Agreement in a manner and according to the standards observed by a competent practitioner of the profession in which PRWCA is engaged. All products and services of any nature which PRWCA provides to CITY shall conform to the standards of quality normally observed by licensed, competent organizations practicing in PRWCA's profession.

PRWCA shall devote such time to the performance of services as may be reasonably necessary for the satisfactory performance of PRWCA's obligations pursuant to this Agreement. Neither party shall be considered in default of this Agreement to the extent performances are prevented or delayed by any cause, present or future, which is beyond the reasonable control of the parties.

PRWCA agrees to assign only competent personnel according to the reasonable and customary standards of training and experience in the relevant field to perform services pursuant to this Agreement.

12. **REVERSION OF FUNDS AND PROPERTY.** During the term of this Agreement should the PRWCA be dissolved, disbanded, or otherwise cease to function in a manner described in this Agreement, all funds attributable to the CITY, and

- equipment purchased out of funds provided by the CITY, shall revert to ownership of the CITY. For the purpose of this provision, the PRWCA shall maintain a written record of, and include as part of each annual report, a listing of capital equipment that has been purchased with the funds provided by the CITY.
13. TERM. The term of this Agreement shall be for be for the City's fiscal year of 2011/2012, expiring June 30, 2012, unless terminated earlier in accordance with Section 16 or 17 below.
  14. ASSIGNMENT PROHIBITED. No party to this Agreement may assign any right or obligation pursuant to this Agreement. Any attempted or purported assignment of any right or obligations pursuant to this Agreement shall be void and of no effect.
  15. NON DISCRIMINATION. PRWCA agrees comply with all fair employment practice laws of the state and federal government. PRWCA covenants and agrees for itself, its successors, its assigns and every successor in interest, that there shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, sexual orientation, medical condition, disability, marital status, ancestry or national origin in the provision of any services to be provided by PRWCA hereunder, nor shall PRWCA or any person claiming under or through PRWCA establish or permit any such practice or practices of discrimination or segregation in the provision of any services to be provided by PRWCA hereunder.
  16. DEFAULT. The failure of the Parties to abide by any of the terms of this Agreement shall constitute a default under this Agreement. If either party fails to cure any such default within five (5) days of receiving notice from the other party of such default, then this Agreement may be terminated by giving ten (10) days written notice of such termination. Upon any such termination, the final monthly payment to be paid under Section 2, above, shall be adjusted on a pro rata basis, based on a 30-day month, to the date of such termination, and if applicable, PRWCA shall immediately return to CITY any amounts previously paid by CITY for any period subsequent to the date of such termination.
  17. TERMINATION. In addition to termination pursuant to Section 13 or 16 above, this Agreement may be terminated in whole or in part at any time by either party hereto upon written notice to the other as identified below. In the event of any termination of this Agreement, all rights and obligations of both parties hereto, including without limitation the monthly payments from CITY to PRWCA hereunder, shall terminate as of the date of such termination (and the final monthly payment shall be adjusted on a pro rata basis based on a 30-day month to the date of such termination).
  18. NOTICES. All notices pursuant to this Agreement shall be in writing and mailed, postage prepaid, first class, or personally delivered, to the addresses set forth below, or such other address as a party may designate in writing.
  19. FULL AGREEMENT AND AMENDMENT. This document represents the entire understanding between the parties and supersedes all prior negotiations,

representations or agreements, either written or oral. This Agreement may only be amended by a writing signed by both parties.

20. SEVERABILITY. Should any provision of this Agreement be deemed to be legally void or unenforceable, all remaining provisions shall survive and be enforceable. This Agreement shall in all respects be governed by the laws of the State of California.
21. ATTORNEY'S FEES. In the event suit is brought for the enforcement, or interpretation, of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees.

IN WITNESS WHEREOF, this Agreement is hereby executed as of the day and year first hereinabove written.

THE CITY OF EL PASO DE ROBLES  
1000 Spring Street  
Paso Robles, CA 93446

PASO ROBLES WINE COUNTRY ALLIANCE  
530 10<sup>th</sup> Street  
Paso Robles, CA 93446

By \_\_\_\_\_  
James L. App, City Manager

By \_\_\_\_\_  
Stacie Jacob, Executive Director



**Paso Robles Tourism Mission:**

The mission of tourism promotion is to realize the full economic potential of an integrated approach to brand Paso Robles as a premier Central Coast destination. Paso Robles can attract visitors by positioning the place, its assets and unique attractions.

**Objectives:**

- Strengthen name recognition and long-term visibility of the Paso Robles brand
- Position Paso Robles as a year around culinary tourism destination
- Grow tourist visits and maximize local economic impact
- Collaborate with local, county and state tourism partners
- Sustain leisure travel (2-3 night stay) visits
- Build demand for week-long events/corporate retreats and seminars

**Strategies:**

- Integrate the Paso Robles: Authentic California logo into tourism promotion
- Tell the story – speak with a unified voice between all tourism partners
- Showcase the unique attractions of the region
  - California's fastest growing premium wine region
  - California's premier place for equestrian activities
  - Local artist community focused on quality, diversity and unique experiences (i.e., exhibitions, Studios on the Park, educational classes, Open Studios, festivals, etc.).
  - The Central Coast's culinary tourism destination
    - Fine dining restaurants
    - World-class wine
    - Farm-to-Table mavericks
    - Premium Olive Oils
    - Sustainable/Organic Farms/Farmer's Markets
  - Local events/attractions that demonstrate the community spirit and meet the 2006 Economic Strategy guidelines
- Bring gatekeepers to experience the unique attractions of Paso Robles and build acclaim through third-party endorsement
- Measure overall return on investment (ROI)

**Audience:**

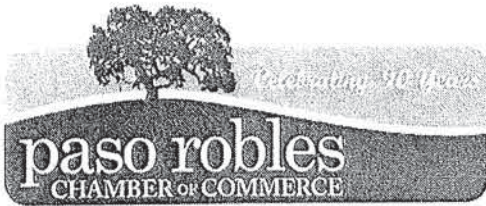
- Community leaders/partners – tourism partners, industry partners, business partners, City Council, County Board of Supervisors, State Legislators, etc.
- Media — travel writers, lifestyle writers, food writers, women's publications, niche publications (art, equestrian, aviation, etc.)
  - Target regional travel newspaper writers
  - Target national travel and lifestyle publications
  - Target online travel sources: social media, blogs, pod casts, etc.



- Meeting planners — corporate retreats, seminars, week-long events
  - Target corporate businesses in the South Bay Area and Southern California
  - Target organizers of week-long events
- Cultural event coordinators
  - Art associations
  - Equestrian groups
  - Music groups
  - Culinary groups
  - Film producers
  - Writers/journalist organizations

<b>Goals:</b>
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- |   |
|---|
| <ul style="list-style-type: none"><li>▪ Provide concierge service for key marketing events</li><li>▪ Manage and create marketing tools to promote <a href="http://www.travelpaso.com">www.travelpaso.com</a>.<ul style="list-style-type: none"><li>○ Web Site and Master Event Calendar</li><li>○ Social Media (i.e., Facebook, Twitter)</li><li>○ Brochures, advertising, trade shows, regional marketing events, etc.</li></ul></li><li>▪ Public relations – host 6-10 writers annually to secure national media placement</li><li>▪ Leverage resources and marketing efforts with marketing bodies including the TPRA and SLOCVCB.</li><li>▪ Maintain Visitors Center.</li><li>▪ Host and organize local downtown community events (i.e., Olive Festival, Lavender Festival, Easter Egg Hunt, Holiday Parade and Lighting Ceremony, etc.)</li><li>▪ Secure 1-2 corporate retreats, seminars or other mid-week events</li><li>▪ Develop event guidelines for new tourism events</li><li>▪ Improve visitor signage working with business community, tourism partners, city staff, Caltrans, etc.</li></ul> |
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Rec'd 06 APR 2011

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April 5, 2011

Dear Jim,

Thank you for the opportunity to negotiate the continuation of our contract with the City for a Visitor Center. We believe the current contract obligations from both the City and the Chamber can stay the same as noted in our contract of August 2007. Of course section I, letter B would be eliminated as previously agreed.

We acknowledge that the fee for our services will be \$63,750<sup>\*</sup> per year, beginning July 1, 2011. We agree to supplement the costs of operating a full time Visitor Center to better serve our City and its tourism. We would also like to request that the agreed dollar amount will have contract duration of three years, with an annual CPI increase. This will allow the Chamber to better budget our revenue over the coming years.

Since tourism is a primary factor in raising our TOT, and our sales tax revenues, we hope that as this economy recovers that the City would be receptive to increasing the amount they spend for our Visitor Center contract; which would allow the Chamber to spend more on other community projects.

Sincerely,

  
Michael Gibson  
President

\* Note: During the April 27, 2011 liaison committee meeting with the Chamber, the contract budget amount was clarified to be \$60,000 for FY 2011-2012.





April 4, 2011

City of Paso Robles  
James App  
City Manager  
1000 Spring Street  
Paso Robles, CA 93446

Dear Mr. App,

The Paso Robles Wine Country Alliance (PRWCA) appreciates the renewal of the public relations contract for FY 2011/12. Although reduced by 25 percent to a \$45,000 line item (from \$60,000), we value the decision to continue this partnership which brings media attention to our city and the wine region of Paso Robles.

The PRWCA shall continue to provide and maintain a public relations campaign that positions Paso Robles as a year round culinary tourism destination. This strategy strengthens the name recognition and long-term viability of the Paso Robles brand, and builds demand for week-long events/corporate retreats and seminars thus enhancing the economic vitality of our city. Following are the three key service areas as dictated by the contract and recommended changes for the reduced fees moving forward in FY 2011/12.

- A. Conduct Media Familiarization (FAM) Tour to showcase the culinary aspects of Paso Robles – secure 6-10 lifestyle, travel and/or food writers to visit Paso Robles through one annual tour (reduced from two annually will full funding). Timing TBD.
- B. Provide strategic public relations counsel to coordinate efforts between local and county tourism entities. Work with the Paso Robles PCC, TPRA and SLOCVCB to maximize public relations opportunities for Paso Robles.
- C. Work with local organizing committees to secure new and support existing tourism events benefitting Paso Robles (i.e., Amgen, Sunset Savor Central Coast, etc.). Promote them locally and regionally while demonstrating benefits to key tourism partners.

The public relations contract the City has with the PRWCA has proven results in garnering third-party credibility and bringing writers to the region. In 2010 the collective public relations efforts attracted more than 20 nationally focused, lifestyle writers to Paso Robles. Overall media impressions of these efforts combined with the Alliance ongoing public relations brings the return on your investment to more than 263 million media impressions in 2010. Already in 2011 the Alliance has hosted six top tier journalists with results already earned. This partnership speaks directly to the City's Economic Strategy focusing on positioning, people, place and partnerships.

In 2011/12 the Alliance will be limited to provide only one FAM tour as a part of this reduced funding. Please note that the reduction in this line item will only affect the number of tours performed (from two to one), but not the quality of journalists or product showcased.

Once again, we thank you for your investment into the economic prosperity of our community.

Regards,

Stacie Jacob,  
Executive Director  
Paso Robles Wine Country Alliance

Christopher Taranto  
Marketing Director  
Paso Robles Wine Country Alliance

Cc: Meg Williamson, Assistant City Manager; John Hammond, Councilman; Ed Steinbeck, Councilman