

TO: Thomas Frutchey, City Manager

FROM: Meg Williamson, Assistant City Manager

SUBJECT: Service Contracts for Tourism Services for FY 2016/17

DATE: August 16, 2016

NEEDS: For the City Council to consider an extension of and increase to professional service contracts with Downtown Paso Robles Main Street Association, Paso Robles Chamber of Commerce, and the Paso Robles Wine Country Alliance for a variety of marketing and tourism-related services.

FACTS: 1. The City's adopted Marketing Plan includes the key elements of: a) Branding and Visitor attraction; b) Promotions/exposure that build on the platform of the "Wine and More" message; c) Hospitality and Visitor service support; and d) enhancement and promotion of the City's historic downtown core.

2. These marketing goals aim to expand the Paso Robles "brand," attracting additional visitors to Paso Robles who in turn contribute to the health of the local economy through hotel stays and by patronizing local restaurants, wineries, retail establishments, and ancillary services.

3. The City has historically maintained professional service contracts with local non-profit organizations whose missions align with the City's marketing strategy and whose efforts support tourism and/or generate income for the City's General Fund. These organizations and key services are as follows:

Paso Robles Main Street Association - to provide downtown promotion services that enhance the economic vitality of the City's historic downtown business area.

Paso Robles Chamber of Commerce - to operate a Visitor Center to fulfill the hospitality and visitor support aspect of the City's Marketing Plan.

Paso Robles Wine Country Alliance - to pursue public relations opportunities that generate third party acclaim that in turn grows awareness of and visitation to our wine region and destination.

4. Based on the terms of each contract and the financial context of the Great Recession, the funding for each of the tourism contracts was

reduced by 25 percent in Fiscal Year 2011/12 and has remained at those reduced levels ever since.

5. On June 7, 2016 City Council approved a two-month extension of each of the tourism related service contracts to allow ample time for the Paso Robles Main Street Association, Chamber of Commerce, and the Paso Robles Wine Country Alliance to submit revised service proposals for the current 2016/17 fiscal year. These temporary contract extensions are scheduled to expire August 31, 2016, unless extended.
6. Each partner organization has proposed to expand their respective service levels in consideration of reinstating pre-recession level funding for Fiscal Year 2016/17 as follows:

Paso Robles Main Street Association - Increased services to include downtown litter removal, sidewalk cleaning, and storefront wine barrel updates along with a Downtown Docent / Concierge program.

Paso Robles Chamber of Commerce - Increased services to include extended Visitor Center hours, digital visitor information signage and kiosk, Concierge service for visitors and Visitor Center marketing collateral to be placed in hotels to direct tourists to the Visitor Center.

Paso Robles Wine Country Alliance - Increased services to include a newly designed proactive public relations campaign and an enhanced media website to support and encourage more third-party acclaim for the region.

The detailed proposals from each of the tourism partners are contained as attachments to this report.

7. In recognition of the increased scope of services, the partners are requesting an associated increase in contract funding as follows:

Paso Robles Main Street Association

Current: FY15/16 - \$70,000

Proposed: FY16/17 - \$90,000

Paso Robles Chamber of Commerce

Current: FY 15/16 - \$60,000

Proposed: FY 16/17 - \$75,000

Paso Robles Wine Country Alliance

Current: FY 15/16- \$45,000

Proposed: FY 16/17 - \$60,000

ANALYSIS &

CONCLUSION: Paso Robles has always offered its own unique brand of hospitality that sets it apart as a tourism destination. The 2014 national award as Wine Region of the Year by Wine Enthusiast Magazine and the 2016 Best Small Wine Town designation by Sunset Magazine has created unprecedented name recognition for Paso Robles. This is a perfect time to capitalize on the public relations opportunities and enhance our visitor services.

An expansion of the Wine Alliance service contract will increase their ability to attract and host higher caliber journalists and media outlets. The expansion of Main Street services will mean a warmer and more hospitable welcome for the visitor within the downtown core. In addition, the “downtown docents” program will provide a personal touch (i.e., old fashioned hospitality). Similarly, the expansion of the Chamber of Commerce visitor services will provide a personalized brand of hospitality, to include itinerary building, mapping and concierge services (e.g., reservations, directions, and recommendations for services).

To ensure that Paso Robles continues to attract new and returning visitors and to adequately serve those visitors, it is recommended that the current contracts with the Downtown Paso Robles Main Street Association, the Paso Robles Chamber of Commerce, and the Paso Robles Wine Country Alliance be extended for FY 2016/17 and that they include the described visitor service enhancements along with increased funding to support those enhancements.

POLICY

REFERENCE: Economic Strategy; and 2007 Tourism Marketing Plan.

FISCAL

IMPACT: Funding for continuation of tourism partner contracts at their current (“base level”) is included within the City’s adopted FY16/17 & FY 17/18 budget, but funding for the expanded service scope is not. The annual net aggregate funding increase for the expanded service contracts is \$50,000. This additional funding will need to be appropriated from General Fund Reserves. If the enhanced services are successful, the City will benefit from increased hotel and sales taxes.

- OPTIONS:
- A. For the City Council to approve Resolution 16-XXX authorizing the City Manager to enter into professional service contracts for tourism related services at an expanded scope and cost from the previous year as follows:
 - 1. Authorizing downtown promotions services with Paso Robles Main Street for FY 2016/17 (per Exhibit A) in the amount of \$90,000;
 - 2. Authorizing visitor center services with the Chamber of Commerce for FY 2016/17 (per Exhibit B) in the amount of \$75,000;
 - 3. Authorizing public relations services with the Paso Robles Wine Country Alliance for FY 2016/17 (per Exhibit C) in the amount of \$60,000.
 - 4. Authorizing an additional budget appropriation of \$50,000 for the aggregate change in the modified tourism contracts per Exhibit D.
 - B. Amend, modify or reject above option.

Attachments:

- 1. Resolution 16-XXX with Exhibits:
 - a. Main Street contract and proposal letter dated August 1, 2016
 - b. Chamber contract and proposal letter dated August 1, 2016
 - c. PRWCA contract and proposal letter dated June 30, 2016
 - d. Budget Appropriation Request

RESOLUTION NO. 16-XXX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PASO ROBLES
AUTHORIZING THE CITY MANAGER TO EXTEND PROFESSIONAL SERVICE CONTRACTS
WITH PASO ROBLES MAIN STREET, CHAMBER OF COMMERCE AND PASO ROBLES WINE
ALLIANCE THROUGH JUNE 30, 2017

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 More message; and

WHEREAS, the City currently contracts with the Paso Robles Main Street, Paso Robles Chamber of Commerce and Paso Robles Wine Alliance for various marketing, visitor services, public relations and promotion activities per the City's Marketing Plan; and

WHEREAS, based on the terms of each contract and the financial context of the Great Recession, the funding for each of the tourism contracts was reduced by 25 percent in Fiscal Year 2011/12 and has remained at those reduced levels ever since; and

WHEREAS, their current service contracts were temporarily extended and are scheduled to expire on August 31, 2016; and

WHEREAS, all three organizations have proposed an increase in their scope of services for FY 2016/17 to include enhanced public relations, hospitality and visitor services; and

WHEREAS, in recognition of the increased scope of services, the tourism organizations are each requesting an associated increase in contract funding; and

WHEREAS, Paso Robles has always offered its own unique brand of hospitality that sets it apart as a tourism destination and this is an appropriate time to capitalize on public relations opportunities and enhance our visitor services under these tourism service contracts; and

WHEREAS, funding for continuation of the "base level" tourism contracts is included within the City's adopted FY16/17 & FY 17/18 budget, but the \$50,000 net aggregate funding increase for the expanded service contracts is not, and would need to be appropriated from General Fund Reserves.

THEREFORE, BE IT HEREBY RESOLVED by the City Council of the City of El Paso de Robles, that the City Manager is authorized to enter into professional service contracts for tourism related services through June 30, 2017 with the Paso Robles Main Street (Exhibit A), Chamber of Commerce (Exhibit B), and the Paso Robles Wine Country Alliance (Exhibit C) subject to the expanded scopes of work and payment schedules contained in their respective exhibits.

BE IT FURTHER RESOLVED by the City Council of the City of El Paso de Robles approves an additional budget appropriation of \$50,000 for the aggregate change in the modified tourism contracts per the attached Exhibit D.

APPROVED by the City Council of the City of El Paso de Robles on the 16th day of August 2016 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

Steven W. Martin, Mayor

Kristen L. Buxkemper, Deputy City Clerk

**AGREEMENT BETWEEN THE CITY OF EL PASO DE ROBLES
AND PASO ROBLES MAIN STREET, FOR THE PROVISION
OF DOWNTOWN PROMOTION SERVICES**

THIS AGREEMENT (“Agreement”), effective September 1, 2016, is made and entered into this ____ day of August, 2016, by and between the City of El Paso de Robles (hereafter referred to as “CITY”) and Paso Robles Main Street, (hereafter referred to as “MAIN STREET”).

WHEREAS, MAIN STREET has special knowledge and experience together with available facilities and personnel for the maintenance of an office to provide downtown promotion services necessary to enhance the economic vitality of the City’s historic downtown business area; and

WHEREAS, the CITY desires to have MAIN STREET provide these services in order to facilitate economic development and historic preservation in the downtown area; and

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

CITY and MAIN STREET hereby enter into this Agreement to set forth the terms and conditions relating to certain downtown promotion services to be provided by MAIN STREET.

1. MAIN STREET RESPONSIBILITIES. MAIN STREET shall provide and perform the following services and activities during the term of this agreement:
 - A. Carry out the National and State of California Main Street Program in accordance with the guidance and assistance of the State of California and the National Trust for Historic Preservation;
 - B. Adopt and implement a Work Plan, in accordance with the Scope of Work attached as "Exhibit A", reflecting the array of services requested by the CITY;
 - C. Promote downtown Paso Robles as a unit and enhance its economic viability;
 - D. Initiate communication and actively coordinate and cooperate with the Chamber of Commerce, Paso Robles Events Center, the Paso Robles Wine Country Alliance; and the San Luis Obispo County Visitors and Conference Bureau;
 - E. Operate and maintain a professional staff and an office setting for the Paso Robles Main Street Program;
 - F. Identify and implement steps toward increasing non-City financial resources in accordance with MAIN STREET's adopted Work Plan;
 - G. Maintain a board member liaison to the Paso Robles Chamber of Commerce's board and to include a Paso Robles Chamber of Commerce board member as a board liaison to MAIN STREET.
 - H. Provide to the CITY by July 31 of each year an annual report of MAIN STREET's implementation of the adopted Work Plan.
 - I. Those services described in MAIN STREET’S letter proposal dated August 1, 2016 (Exhibit A).

2. **COMPENSATION.** In consideration of the services performed by MAIN STREET pursuant to this Agreement, and so long as MAIN STREET is not in default under any of the provisions of this Agreement, CITY will make payments to MAIN STREET as follows:
 - A. Commencing with the beginning date of September 1, 2016, the CITY shall appropriate to MAIN STREET the amount of \$90,000 for the fiscal year of 2016/17.
 - B. So long as MAIN STREET is not in default under any of the provisions of this Agreement, the City shall make payment on this contract in ten (10) monthly disbursements equal to 1/10th of the annual contract fee, less the two payments already received in fiscal year 2016/17 under the current extended contract.
 - C. It is understood and agreed that these payments shall be expended for authorized and budgeted MAIN STREET activities only. Funds disbursed under this Agreement will be used for the benefit of the downtown area.
 - D. In the event that the City Council is compelled to reduce General Fund budget expenditures 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 CITY. CITY shall notify MAIN STREET of any such reduction as early as is reasonably feasible, and understands that any reduction in CITY's payment may result in a proportionate reduction in MAIN STREET services provided under this Agreement.
 - E. This agreement shall not prevent the CITY from appropriating additional sums for specific projects which the CITY may desire to have performed by MAIN STREET.
3. **MAIN STREET'S ANNUAL BUDGET.** MAIN STREET shall, by April 1 of each year, submit to the CITY for review by the City Council, a budget and plan for downtown promotion services to be provided by MAIN STREET during the next following fiscal year covered by this Agreement. The budget shall first have been approved by MAIN STREET's Board of Directors.
4. **MAIN STREET'S FINANCIAL RECORDKEEPING AND REPORTING.** Upon 15 days' notice to MAIN STREET, the CITY shall have the right to audit the books, records, and accounts of MAIN STREET during normal business hours. In addition to the annual reports MAIN STREET is to furnish to the CITY pursuant to Section 1, above, MAIN STREET shall also provide the State of California with required reports on Main Street Program activities.
5. **POLITICAL ACTIVITY.** MAIN STREET 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, involvement in the support or opposition to any candidate for public office or proposed ballot measure.

6. INDEMNIFICATION, HOLD HARMLESS. MAIN STREET shall indemnify, defend and hold CITY, its members, officers, directors, agents and employees free and harmless from any and all liability, claims, damages, losses and expenses, including attorney fees, arising out of the performance by MAIN STREET of the services provided for hereunder, caused in whole or in part by any act of MAIN STREET, its officers, employees or agents in carrying out the terms of this Agreement.
7. INSURANCE. MAIN STREET 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. MAIN STREET 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.

It is acknowledged by the parties of this agreement that all insurance coverage required to be provided by the MAIN STREET or indemnifying party, is intended to apply first and on a primary non-contributing basis in relation to any other insurance or self-insurance available to the City.

8. EVENTS. MAIN STREET agrees to comply with the City's Facilities Use Agreement standards and protocols when the MAIN STREET organizes events on City property, including the downtown city park. Event insurance coverage shall be provided independently for each event and be subject to the City's Facilities Use Agreement standards. The MAIN STREET shall be independently responsible for the contract/business relationship with vendors at their events, including assurance that they have appropriate insurance coverage and that the vendor has an appropriate City business license in place to participate in the event.
9. INDEPENDENT CONTRACTOR. NOT AGENT. Notwithstanding any other representation, oral or written, between the parties, including any and all agents or representatives thereof, MAIN STREET 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 CITY.

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

10. **CONFLICT OF INTEREST.** MAIN STREET 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. MAIN STREET 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.
11. **LICENSES, PERMITS.** MAIN STREET 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 MAIN STREET to provide the services hereunder.
12. **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.
13. **NON DISCRIMINATION.** MAIN STREET agrees to comply with all fair employment practice laws of the state and federal government. MAIN STREET 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 MAIN STREET hereunder, nor shall MAIN STREET or any person claiming under or through MAIN STREET establish or permit any such practice or practices of discrimination or segregation in the provision of any services to be provided by MAIN STREET hereunder.
14. **REVERSION OF FUNDS AND PROPERTY.** During the term of this Agreement should the Paso Robles Main Street, Inc. Board of Directors be dissolved, disbanded, or otherwise cease to function in a manner described in this Agreement, all assets of MAIN STREET shall be disbursed in accordance with applicable provisions in MAIN STREET's Bylaws. 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, MAIN STREET 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 CITY.
15. **TERM.** The term of this Agreement shall be for ten (10) months, beginning September 1, 2016 and expiring June 30, 2017, unless terminated earlier in accordance with Section 16 below.
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 quarterly payment to be paid under Section 2,

above, shall be adjusted on a pro rata basis to the date of such termination, and if applicable, MAIN STREET shall immediately return to CITY any amounts previously paid by CITY for any period subsequent to the date of such termination.

17. 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.
18. 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.
19. 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.
20. 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 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 MAIN STREET, INC.
835 12th Street #D
Paso Robles, CA 93446

By _____
Thomas Frutchey, City Manager

By _____
Matt Masia, President

Attest _____

By _____
Norma Moye, Executive Director



Paso Robles Main Street Association

835 12th St. Suite D, Paso Robles, CA 93446 805-238-4103 Fax 805-238-4029

August 1, 2016

Shonna Howenstine
Tourism Coordinator
City of Paso Robles
1000 Spring Street
Paso Robles, CA 93446

RE: Revised Contract Renewal Letter

Dear Shonna:

Pursuant to your request and following our meeting at city hall regarding contract renewal for Paso Robles Main Street, we are revising our funding request to accommodate the additional services to be offered by the Main Street Program to enhance the downtown visitor experience.

As stated in our previous letter, our Board of Directors understands the limitations the City is facing and will work toward providing the City with the same level of promotions and tourism information as we have in the past while respecting the financial constraints under which we all find ourselves. As such, we previously requested the same funding amount and same contract period as last year. However, additional funding will be required to offer the following services in the downtown Business Improvement Assessment Area:

- Sidewalk sweeping & steam cleaning
- Removal of litter
- Maintenance of decorative planters, including repairs and plant material
- Docent / Concierge program

Additional funding required to meet these needs will be \$20,000. This will bring our total funding request for fiscal year 2016 / 2017 to \$90,000.

Please contact me if you have any questions regarding our revised budget figure.

Sincerely,

Norma Moya
Executive Director



Paso Robles Main Street Association

835 12th St. Suite D, Paso Robles, CA 93446 805-238-4103 Fax 805-238-4029

August 1, 2016

Downtown Paso Robles Main Street Association

Contract Scope of Work Update (2016 to 2017)

Four Main Street Points: Organization, Promotion, Economic Restructuring & Design

- Completed over 18 annual promotions in the Downtown. Provide many costumes and equipment for events & storage
- Finalized 2017 Calendar of Events (attached)
- Co-Host monthly Business Mixers for local merchants, staff and city officials (attached)
- Quarterly membership newsletter (attached)
- Business Planner – a guide to locate new businesses in downtown Paso Robles (attached)
- Welcome book for new businesses (attached)
- Keep City informed on new businesses in the Business Improvement Assessment district (BIA)
- Promote downtown through radio, news media, TV, fliers, posters, email, Facebook, Twitter, Webpage
- Maintain the downtown kiosk with information on restaurants, hotels, museums, and events taking place in Paso Robles
- Provide tourist information on events and the area by telephone, mail, in person, banners and social media
- Mini-seminars from local speakers at our monthly Economic Restructuring Committee meetings
- Update monthly our FOR LEASE OR SALE DOWNTOWN brochure distributed through the kiosk, our office, and to all local real estate offices (sample attached)
- Mail out a monthly calendar of events to our membership and local officials and media
- Deliver Downtown Directories through the kiosk, several boxes located in the downtown and to both the eastside and Westside wineries (attached)
- Update and print a RESTAURANT GUIDE, ANTIQUE SHOPS GUIDE, and a WINE TASTING ROOM GUIDE distributed throughout the city (attached)
- Keep the downtown and member merchants informed of activities in the downtown through weekly deliveries by volunteer Block Captains
- Provide the current Walking Tour booklets free to tourists
- Spring Clean Up by volunteers of the downtown: Commemorative Bricks placed cleaned, planter barrels placed, weeded and mulched, all by volunteers
- Provide the downtown Christmas Holiday decoration on street light poles, Santa Claus giving away toys in the City Park Playhouse
- Clean and maintenance repairs to the City Park Gazebo and Holiday House by volunteers
- Provide docent tours as requested
- Provided bike racks and bench repairs in the downtown
- Track volunteer hours for all Main Street events and volunteer projects
- Partnerships:
 - Paso Robles Promotions Coordination Committee; Paso Robles Art Association;
 - California Mid-State Fair (Free Pancake Breakfast); Paderewski Festival Committee (Elegant Evening Downtown); Central Coast Lavender Growers Association (Lavender Festival); local schools; El Paso de Robles Area Historical Society; Festival of the Arts; and Paso Robles Chamber of Commerce.
- Certified as a National Main Street City by the National Trust For Historic Preservation 2016
- To complete in FY2016/2017 - Sidewalk Sweeping & Steam Cleaning
- To complete in FY2016/2017 Removal of Litter
- To complete in FY2016/2017 Maintenance of decorative planters, including repairs and plant materials
- To complete in FY2016/2017 Docent / Concierge program

**AGREEMENT BETWEEN THE CITY OF EL PASO DE ROBLES AND
THE PASO ROBLES CHAMBER OF COMMERCE INC.
FOR VISITOR CENTER SERVICES - FY 2016 TO FY 2017**

THIS AGREEMENT ("Agreement"), effective September 1, 2016, is made and entered into this ____ day of August 2016, 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.

- Increased Visitors Center hours as following:
 - Sunday 10am-2pm
 - Monday 8:30am-5pm
 - Tuesday 8:30am-5pm
 - Wednesday 8:30am-5pm
 - Thursday 8:30am 6pm
 - Friday 8:30am-7pm
 - Saturday 9am-5pm
 - Currently open Sundays from May 1st through Labor Day Weekend
 - Visibility of Visitor Center. CHAMBER agrees to maintain 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, including Concierge services and personal itinerary building 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 dispense 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).
 - In the Visitors Center, provide a digital kiosk and digital signage to increase visitation to local area attractions and encourage an increase in the length of visitors' stays.
 - Distributing Visitor Center marketing collateral to local hotels to encourage tourist to use the services of the Visitor Center.

- 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.
 - E. 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.
 - F. Those services described in CHAMBER'S letter proposal dated August 1, 2016 (Exhibit A).
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:

Commencing on September 1, 2016, CITY shall disburse by the 15th day of the month to CHAMBER monthly payments equal to 1/10th of \$75,000 for Fiscal Year 2016/2017, less the two payments already disbursed for this fiscal year.

- A. In the event that the City Council is compelled to reduce General Fund budget expenditures 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 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. 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.

It is acknowledged by the parties of this agreement that all insurance coverage required to be provided by the CHAMBER or indemnifying party, is intended to apply first and on a primary non-contributing basis in relation to any other insurance or self-insurance available to the City.

8. EVENTS. CHAMBER agrees to comply with the City's Facilities Use Agreement standards and protocols when the CHAMBER organizes events on City property, including the downtown city park. Event insurance coverage shall be provided independently for each event and be subject to the City's Facilities Use Agreement standards. The CHAMBER shall be independently responsible for the contract/business relationship with vendors at their events, including assurance that they have appropriate insurance coverage and that the vendor has an appropriate City business license in place to participate in the event.
9. 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.

10. 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.

11. 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.
12. 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.

13. 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.
14. TERM. The term of this Agreement shall be for a ten (10) month period beginning September 1, 2016 and expiring June 30, 2017, unless terminated earlier in accordance with Section 17 below.
15. 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.

16. 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.
17. 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.
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 CHAMBER OF COMMERCE
1225 Park Street
Paso Robles, CA 93446

By _____
Thomas Frutchey, City Manager

By _____
John Arnold, Chairman of the Board

By _____
Gina M. Fitzpatrick, President/CEO



August 1, 2016

Mr. Tom Frutchey
City Manager
City of Paso Robles
1000 Spring Street
Paso Robles, CA 93446

Subject: Visitor Services Contract - Renewal

Dear Mr. Frutchey,

Thank you for the opportunity to submit this proposal for consideration of the Visitor Services contract renewal for the 2016-2017 term between the Paso Robles City and the Paso Robles Chamber of Commerce and Visitor Center.

In my tenure we have identified three goals for the upcoming term to ensure that our Visitors feel welcome, have access to Community Events and are connected to our tourism industry partners.

First and foremost we want to continue our efforts to become known as the town that makes our tourists feel welcome. Paso Robles hospitality has been recognized for making one feel at 'home' and is the reason guests continue to return for events and programs year after year. A genuine sense of inclusion and desire to help and guarantee guests fully enjoy their experience is our way of life here at the Visitor Center. The relocation of our Center will enhance visibility and embrace our desire to offer an even warmer welcome. Once guests return home, the recently implemented system which captures contact information utilized by the Chamber, Travel Paso Robles Alliance and Paso Robles Wine County Alliance allows for continued outreach to share news about Paso Robles and encourage a return visit. To date, we have acquired 85 new leads since the program began in late April.

Our second goal is to engage in more Community events and programs throughout our area. This can be done through promotion in our Center, ticket sales and day of participation as needed. We will communicate with the City staff to ensure proper representation at each event. While serving at these events we will have the opportunity to mimic the experience received while in our Visitor Center and distribute literature such as our Visitors Guide. In addition, we will capture contact information for those wishing to return on business looking for event space or to help plan their next vacation.

Finally, our primary goal is to become the lead organization for all things tourism related in our community. Along with the above mentioned items, this consists of internal marketing to heighten the awareness of how our visitors positively impact our region. Informative presentations will be given and marketing collateral distributed to assist in educating our residents on the number of tourists we serve, amount of revenue brought in and types of businesses directly or indirectly impacted by tourism. We will become known as "the" resource that makes it easy for guests as well as locals to find new experiences they may not have come across without the utilization of our Center or affiliated kiosks.

In relatively recent years, Associations and Alliances have been formed to promote and market our great town and create events that draw people in. We continue to hold strong partnerships with each of them and at every opportunity assist in their efforts. One example of this is that we now track where our visitors are from and relay this data for external marketing purposes. Additionally, we have accepted the role of fielding inquiries and being the intermediary for requests related to weddings and event space. With these organizations in place, our focus is to take care of Visitors while they stay and entice them to permanently call Paso Robles home someday. The Chamber's Economic Development Committee has created a relocation packet available in various formats and outlets for those interested in relocating.

We have recently cosmetically updated our Visitor Center and the look of our office to be more inviting to guests by updating the awning for better visibility. We would like to incorporate the use of an interactive electronic guide for guests to map out their ideal itinerary with directions and contact information.

In addition to improving our findability and creating a welcoming experience, we have pinpointed areas we can continue to expand on in order to meet the changing needs of our Visitors and reach our goals. In a world where information is available at the tip of a finger on a variety of platforms, we need to step up our game and be more available to our guests when they need us most which includes extending our hours to include peak times that tourists are exploring downtown and looking for things to do.

Unfortunately the goals above do not happen without appropriate funding which is why, despite knowing the limitations the City has financially, we are respectfully requesting to have our original contract amount of \$75,000 reinstated for this renewal term. We are aware that this is a significant increase compared to past years but have determined there is a great opportunity available to us to be a huge asset to this community and the tourism industry with some key additions and strategic implementation.

In the accompanying detail you will find the following supporting documents including:

Activity Report:

This report will provide the number of Visitors, Locals, Groups and Businesses the Visitor Center has assisted through the various current opportunities available for the prior term.

Proposed Improvements Report:


This report will outline the proposed changes and upgrades in services the Visitor Center will provide assuming an increase in funding is granted.

Financial Reports:

This report will provide a Current and Projected Profit & Loss Statement comparison.

We are pleased to have this partnership available to us and look forward to its continued success as we bridge the gap between our Visitors and this great Community. We are open to suggestions so that we can solidify an agreement that will meet the needs of both of our organizations.

Sincerely,



Gina Fitzpatrick, CEO/President

Activity Report

Visitor Center by the Numbers: The graph below shows the number of individuals assisted by our Visitor Center in a variety of methods during the last term of our agreement.

Visitor Center Activity Report						
	2015 Q3	2015 Q4	2016 Q1	2016 Q2	15-16 Total	Monthly Average
Walk-ins	2494	2738	2802	3147	11181	932
Phone Requests	1184	1247	1552	1101	5084	424
Email Requests	53	20	36	30	139	12
Relocation Packets	25	10	16	8	59	5
Guides to Visitors	959	880	949	968	3756	313
Guides in Bulk	758	849	694	298	2599	217

Visitor Data Capturing: This past quarter we implemented a program to help capture data on our Visitors to be able to share with our local partners. In that time we have received over 190 unique email addresses that have been passed on to the Travel Paso Robles Alliance and Paso Robles Wine Country Alliance to add to their distribution lists. We have also been capturing where the Visitors are traveling from to assist in analyzing the success of current marketing efforts and potential target areas.

Window Displays: In addition to displaying Chamber related events and programs throughout the last term we have featured several Community Events such as the Cattleman's Western Art Show, Pioneer Day and The Olive Festival among others in our Display Window for the passersby to enjoy which also triggers several inquiries for more information.

Artist in the Lobby: In 2016, we implemented a program to offer additional reasons for individuals to stop by the Visitor Center by showcasing the work of local Artists.

Monthly Honors: Each month we honor a Winery of the Month and Business of the Month which allows the opportunity to highlight their businesses in our Visitor Center and refer Visitors to their locations. We also highlight a Restaurant of the Month to support our local businesses and drive revenue to them with this fun referral program offered to our Visitors.

New Website: In 2016 we launched a new website which is user friendly and offers additional resources to link Visitors to our partners through the directory, events page and links to outside resources.

Partner Collaboration: This term we have focused on building relationships with the other organizations that are key to this Community including the Main Street Association and Paso Robles Wine Country Alliance and focused on collaborating with them to ensure cohesiveness amongst our groups. We have also worked closely with the Travel Paso Robles Alliance to build a Discovery Guide version of our Visitor Guide to maintain a uniform message and look consistent with marketing efforts in place to draw Visitors to our area.

Other Notable Activities: We currently act as the hub for politicians, committees, foundations and alliances to utilize our centrally located conference space for meetings and office hours. We also offer a Community Bulletin Board and our services for ticket sales and will call for events such as the Annual Wine Festival.

Proposed Improvements Report

Operational Hours: To better serve the Visitors, we suggest the proposed changes as outlined in the graph below. Extending the hours in particularly from Thursday thru Saturday will allow more opportunity for guests to stop in and take advantage of the information available during the weekends when our Visitor numbers are highest. Also, remaining open 7 days a week allows the Visitor Center to be a valuable resource to our Community all year long.

Hours of Operation							
	Current				Proposed		
Sunday*	10am	2pm	4	Sunday	10am	2pm	4
Monday	8:30am	4:30pm	8	Monday	8:30am	5pm	8.5
Tuesday	8:30am	4:30pm	8	Tuesday	8:30am	5pm	8.5
Wednesday	8:30am	4:30pm	8	Wednesday	8:30am	5pm	8.5
Thursday	8:30am	4:30pm	8	Thursday	8:30am	6pm	9
Friday	8:30am	4:30pm	8	Friday	8:30am	7pm	10
Saturday	10am	2pm	4	Saturday	9am	5pm	8
			48				56.5

*Currently open Sundays from May 1st through Labor Day Weekend

Digital Signage: For the tech-savvy Visitor we would like to install digital signage that would allow individuals to access real-time data from current weather to latest news updates literally at the touch of a finger. With the new technology available the large screen display would provide guests the opportunity to catch up on the latest information as well as do searches for local amenities and events using the touch screen feature. With optional printing capabilities, this exciting new feature would be a huge asset to Visitors and locals alike that need information while they are out.

Digital Kiosk: Implementation of a digital informational kiosk just outside the Visitor Center would allow individuals to access essential detail even when the office is closed.

Visitors Concierge Service: Currently we provide guests with information to contact the various tourist attractions and accommodations to make their reservations during their stay. With additional staffing and online access in our Center that visitors could utilize we would be able to expand this service to assist them with their bookings and ensure they have a smooth experience.

Paso Itineraries: To date our services have focused on connecting guests with information to develop their own itineraries during their stay. We have provided our favorites based on their interests and also directed them to useful sites which outline a few pre-set itineraries for things like 'pet friendly tours'. Moving forward we would like to work with our Partners to help develop a wide variety of itineraries that would be useful to our guests

Marketing Collateral: In addition to our annual Visitor Discovery Guide, marketing collateral material to disperse among our hotelier partners to drive Visitor's to our Center for the latest happenings around town will be created and distributed.

New Location: With the current lease set for renewal this year we are pursuing all options available to determine the best opportunity to keep the Visitor Center in the heart of the City while maximizing the potential to increase Visitor engagement. If a move does not occur, we plan to install appropriate signage including a blade sign for visibility from the street and a sandwich board for those walking by.

Financial Report

Operating Costs: Over the last term of our agreement the Visitor Center as well as the Chamber has run on a skeleton crew with the main focus on eliminating the debt left behind. This has minimized the available resources needed to reach the number of Visitors we have hosted in the past. It has also limited the activities and events we have typically been open for in order to be the Community Hub that we aim to be.

In addition, the cost to do business has increased in the last five years that the Chamber has received our current funding allocation resulting in the negative operating state we are under. This has required the Members of the Chamber to partially fund the Visitor Center in order to remain open and viable.

Below you will find a comparison of the current Profit & Loss Statement for the Visitor Center expenses this last term as well as the proposed expenses with the addition of necessary resources and equipment to engage Visitors.

Visitor Center Profit & Loss Comparison		
	15/16 Term	Projected
Ordinary Income/Expense		
Income		
4030 · Visitor Center		
4031 · City Contract	60,000.00	75,000.00
4032 · Donation	5,250.00	5,000.00
4033 · Retail Sales	1,234.74	5,000.00
Total 4030 · Visitor Center	66,484.74	85,000.00
4050 · Advertising		
4054 · Visitor Guide Advertising	39,182.00	45,000.00
Total 4050 · Advertising	39,182.00	45,000.00
Total Income	105,666.74	130,000.00
Cost of Goods Sold		
5030 · Visitor Center Goods		
5033 · Retail Product Expense	583.16	1,000.00
Total 5030 · Visitor Center Goods	583.16	1,000.00
5050 · Advertising Expense		
5051 · Visitor Guide Printing	13,835.04	15,000.00
5052 · Visitor Guide Distribution	1,966.50	2,500.00
5050 · Advertising Expense - Other	209.43	500.00
Total 5050 · Advertising Expense	16,010.97	18,000.00
Total COGS	16,594.13	19,000.00
Gross Profit	89,072.61	111,000.00

	<u>15/16 Term</u>	<u>Projected</u>
Expense		
6000 · Salaries & Wages		
6005 · President/CEO	17,180.00	17,180.00
6010 · Operations	10,920.00	5,678.40
6030 · Visitor Center Staff (Director - 30)	20,026.64	21,762.00
6030 · Visitor Center Staff (20 hours)	0.00	12,480.00
Total 6000 · Salaries & Wages	48,126.64	57,100.40
6100 · Payroll Expenses		
6101 · Payroll Taxes	5,639.33	7,436.14
6110 · Payroll Fees	490.10	424.06
Total 6100 · Payroll Expenses	6,129.43	7,860.20
6200 · Insurance		
6201 · Employee Benefit Medical	1,620.00	1,188.00
6205 · Employee Benefit Life	20.44	90.00
6210 · Work Comp Insurance	332.07	393.99
6220 · Commercial Insurance	1,381.38	1,381.38
Total 6200 · Insurance	3,353.89	3,053.37
6400 · Computer Maintenance & Support		
6420 · IT Support	2,007.08	1,960.80
6430 · Software Support	862.15	2,069.16
6440 · Software Purchase/Subscriptions	3,427.71	892.68
6445 · Copier Lease	1,989.05	1,940.16
Total 6400 · Computer Maintenance & Support	8,285.99	6,862.80
6500 · General Expenses		
6502 · Bank Charges & Credit Card Fees	1,156.68	1,156.68
6513 · Postage	654.01	654.01
6514 · Printing Expense	398.82	398.82
6516 · Rent	23,443.2	24,076.8
6519 · Taxes - Personal Property	110.05	107.50
Total 6500 · General Expenses	25,762.76	26,393.81
6600 · Repairs & Maintenance		
6601 · Cleaning - Office	211.36	412.80
6625 · Visitor Center Improvements	1,170.00	15,000.00
6630 · Office Equipment	138.92	150.00
6640 · Security & Fire	26.66	26.66
Total 6600 · Repairs & Maintenance	1,546.94	15,589.46

	15/16 Term	Projected
6700 · Supplies		
6701 · Office Supplies	881.29	1,032.00
6710 · Cleaning/Janitorial Supplies	136.99	258.00
6720 · Water - Drinking	55.64	103.20
Total 6700 · Supplies	1,073.92	1,393.20
6800 · Utilities		
6810 · Electricity	1,474.81	1,505.00
6820 · Gas	113.75	129.00
6830 · Internet	874.84	665.64
6840 · Telephone	1,497.97	1,398.36
6850 · Trash/Shredding	105.88	165.12
6860 · Water/Sewer	97.83	129.00
Total 6800 · Utilities	4,165.08	3,992.12
Total Expense	98,444.66	122,245.35
Net Ordinary Income	-9,372.05	-11,245.35
Net Income	-9,372.05	-11,245.35

**AGREEMENT BETWEEN THE CITY OF EL PASO DE ROBLES AND
THE PASO ROBLES WINE COUNTRY ALLIANCE
FOR PUBLIC RELATIONS SERVICES – FY 2016 to FY 2017**

THIS AGREEMENT ("Agreement"), effective September 1, 2016, is made and entered into this ____ day of August 2016, 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 TCC, TPRA and Visit SLO County 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 and promote them locally and regionally while demonstrating benefits to key tourism partners.
- D. Those services described in PRWCA'S letter proposal dated June 30, 2016 (Exhibit A).

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 PRWCA as follows:

- A. Commencing with signing of this contract and beginning in **January 2017**, CITY shall disburse by the 15th day of the month to PRWCA in monthly installments of \$10,000.00 not to exceed:

\$60,000.00

Fiscal Year 2016/2017

- B. In the event that the City Council is compelled to reduce General Fund budget expenditures 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.
3. **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.
4. **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.

5. 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.

It is acknowledged by the parties of this agreement that all insurance coverage required to be provided by the PRWCA or indemnifying party, is intended to apply first and on a primary non-contributing basis in relation to any other insurance or self-insurance available to the City.

6. EVENTS. PRWCA agrees to comply with the City's Facilities Use Agreement standards and protocols when the PRWCA organizes events on City property, including the downtown city park. Event insurance coverage shall be provided independently for each event and be subject to the City's Facilities Use Agreement standards. The PRWCA shall be independently responsible for the contract/business relationship with vendors at their events, including assurance that they have appropriate insurance coverage and that the vendor has an appropriate City business license in place to participate in the event.
7. 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.

8. 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.

9. 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.
10. 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.

11. 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.

12. TERM. The term of this Agreement shall be for be for the City's fiscal year of 2016/2017, expiring June 30, 2017, unless terminated earlier in accordance with Section 16 or 17 below.
13. 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.
14. 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.
15. 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.
16. 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).
17. 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.
18. 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.

- 19. 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.

- 20. 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
P.O. Box 324
Paso Robles, CA 93447

By _____
Thomas Frutchey, City Manager

By _____
Jennifer Porter, Executive Director



June 30, 2016

City of Paso Robles
Meg Williamson
Assistant City Manager
1000 Spring Street
Paso Robles, CA 93446

Dear Ms. Williamson,

On behalf of the PRWCA Board of Directors, staff and 490+ members, thank you for your continued support of the Paso Robles Wine Country Alliance (PRWCA). Since 2008, the PRWCA team, most notably Communications Director Chris Taranto, has worked tirelessly to promote the city via earned media.

The PRWCA's efforts to bring media attention to Paso Robles and the wine community has proven quite successful over the past nine years. Public relations is a key component of our marketing mix aimed at growing awareness and visitation, resulting in increased tourism occupancy and sales taxes.

In 2016, the PRWCA has had significant media outreach, including:

- Spring Media Tour in Paso Robles, March 15 - 18
- Houston Grand Tasting, April 20
- Dallas Grand Tasting, April 21
- Texas Media Tour in Paso Robles, May 10 - 13
- Vinous Media Tasting, June 27 - 28

Future media-related plans include:

- Oakland Grand Tasting, July 28
- Fall Media Tour in Paso Robles, September 13 - 16

In addition to organized media-focused tours and events, the PRWCA also manages individual journalists who visit throughout the year. All media placements are tracked using a monitoring tool, Cision, to disseminate the news via email, social media and quarterly recap reports.

In 2015, the Paso Robles Wine Country Alliance worked with over 100 journalists, garnered over 586M digital impressions, with placements on The Today Show, Village Voice, Examiner.com, LA Times, SF Gate, OC Weekly, The Guardian and more!

Already in the first half of 2016, the Alliance has achieved great exposure via articles resulting directly from PRWCA tours and activities:

- USA Today 10 Best (Unique Visitors per Month: 881,063)
- Forbes.com (Unique Visitors per Month: 136,515)
- Timeout.com (Unique Visitors per Month: 95M (worldwide))
- NewsPress.com (Circulation: 36,275; Monthly Online Potential: 866,505)
- The Huffington Post (Potential Monthly Views: 35,836,828)
- Houston Style Magazine (Circulation – 50,000; Monthly Online Potential – 244,844)
- 7x7 Magazine (Unique Visitors per Month: 674,873)
- Wine Channel TV.com (Unique Visitors per Month: 79,022; Social: 300K followers)
- About.com
- The New Times and the San Luis Obispo Tribune highlighting the PRWCA-funded wine industry economic impact study



Of course the PRWCA contributes far more to Paso Robles tourism than just media-relations, as our member dues fund events, out-of-area advertising, wine trade activities, brochures and much more to spread the word about Paso Robles as a great place to visit.

The PRWCA team is always striving to top the prior year's results, with confidence we'll achieve this year, but limited budget does hinder our ability to add new programs and aggressively pitch media.

As discussed during the 2015 City Council meeting, when contracts were renewed, Councilmen indicated a willingness to reinstate contracts to pre-recession levels: \$60,000 for the PRWCA. Based on this feedback, past performance and future goals, we kindly request \$60,000 for the FY 2016/17 Public Relations Services Contract, an increase of \$15,000.

With this increased funding the PRWCA will continue to provide a robust public relations campaign for Paso Robles' tourism, and increase the focus on proactively pitching stories to journalists most likely to convert. In addition, a new pasowine.com site will be launched in early 2017 with an enhanced media section.

Following are the detailed services that will be provided in FY 2016/17 upon approval of the contract:

- A. Conduct a Media Familiarization Tour to showcase all aspects of Paso Robles – secure 8-10 lifestyle, travel, food and/or lifestyle writers to visit Paso Robles through one annual tour
- B. Develop a schedule of topics/story ideas to pitch pre-selected journalists
- C. Launch an enhanced media section on the new www.pasowine.com, with easily accessible facts, stats, logos, photos, etc.
- D. Provide strategic public relations counsel to coordinate efforts between local and county tourism entities, including Paso Robles TCC, TPRA and Visit SLO County, to maximize public relations for Paso Robles and limit duplication
- E. Work with local organizing committees to support tourism events benefitting Paso Robles (i.e., Beaverstock, CAB Collective, Paso Pops, Paderewski Festival, Garagiste Festival, Rhone Rangers, Eroica, Hospice du Rhone, Pinot & Paella, Olive Festival, etc.)

The PRWCA is proud of the work we do, and gratified those efforts contribute to the economic vitality of the city. We look forward to continuing this fruitful partnership with the City of Paso Robles.

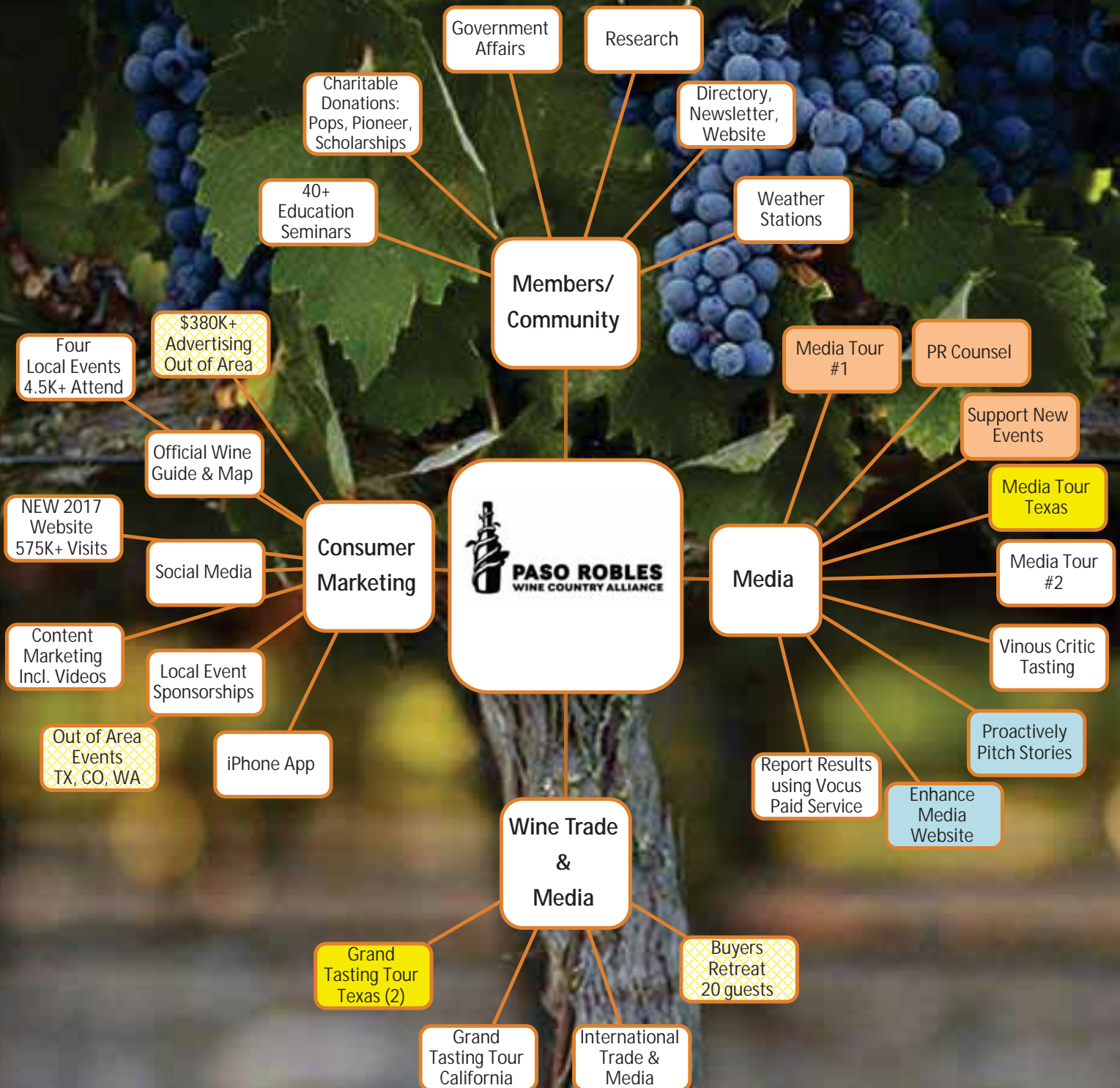
Kind regards,



Jennifer Porter
Executive Director
Paso Robles Wine Country Alliance

Cc: Tom Frutchey, City Manager
Chris Taranto, PRWCA Communications Director

PASO ROBLES WINE COUNTRY ALLIANCE OVERVIEW



- PRWCA Funded
- City of Paso Robles Funded
- City of Paso Robles Funded Additions
- CDFA Funded

PASO ROBLES WINE COUNTRY ALLIANCE

Media Activities

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- Media Tours- showcase all aspects of Paso Robles
 - Spring Media Tour in Paso Robles
 - March
 - 10 lifestyle & travel journalists
 - 2-day/3-night tour
 - Texas Media Tour in Paso Robles
 - May
 - 6 journalists from Texas
 - 2-day/3-night tour
 - Fall Media Tour in Paso Robles
 - September
 - 10 lifestyle & travel journalists
 - 2-day/3-night tour
- Grand Tasting Tours for Media, Trade & Consumers
 - Austin Grand Tasting, February
 - San Antonio Grand Tasting, February
 - Orange County Grand Tasting, July
- Vinous Media Critics Tasting
- Host international media brought by partners, including Wine Institute
- Respond to all media requests and inquiries
- Other media touchpoints:
 - Out of area events: Austin Food + Wine, Steamboat Springs Wine Festival, Seattle Wine & Food, etc.
 - Local sponsored events: Garagiste, CAB Collective, etc.
- Strategic public relations counsel to coordinate efforts
- Support tourism events benefitting Paso Robles
- Report earned media successes and promote via consumer marketing and membership tools
- New for 2017:
 - Hire new contractor to develop a schedule of topics/story ideas to proactively pitch pre-selected journalists
 - Launch an enhanced media section on the new www.pasowine.com, with easily accessible facts, stats, logos, photos, etc.

Approvals/workflow 1. Dept Head 2. Admin Svcs 3. City Manager 4. City Council	City of Paso Robles BUDGET ADJUSTMENT REQUEST	Budget JE #
		Bar #
	Tourism Contract Amendments	AGENDA DATE <div style="text-align: right;">08/16/2016</div>

DESCRIPTION	ORG #	OBJECT #	PROJECT #	AMOUNT
FINANCING SOURCES				
General Fund	100	99999		\$50,000
TOTAL FINANCING SOURCES				\$50,000
FINANCING USES				
Tourism - Prof. Services	1001310	52240		\$50,000
TOTAL FINANCING USES				\$50,000

JUSTIFICATION: (attach letter if required)
 Increased scope of services by Chamber of Commerce, Main Street Association, and Wine Alliance.

REQUESTED BY: _____ **REVIEWED & APPROVED BY:** _____

_____ Date Department Head _____ Date Administrative Services

APPROVED BY: _____

_____ Date City Manager

PASSED AND ADOPTED by the City Council of the City of Paso Robles, State of California, this _____ day of _____ 20____. Agenda Item No. _____

ATTEST: _____

Agenda Item No. 14 Deputy City Clerk Page 122 CC Agenda 8-16-16