

RESOLUTION NO. 87-61

RESOLUTION OF THE CITY COUNCIL OF THE  
CITY OF PASO ROBLES

APPROVING AN AGREEMENT  
BETWEEN THE CITY OF PASO ROBLES AND  
THE PASO ROBLES CHAMBER OF COMMERCE  
FOR CHAMBER TO CONTINUE TO PROVIDE  
PROMOTIONAL ACTIVITIES ON BEHALF  
OF THE CITY OF PASO ROBLES

BE IT RESOLVED by the Paso Robles City Council as follows:

SECTION 1. That the agreement attached hereto, identified as Exhibit "A", and incorporated herein by reference, between the City of Paso Robles and the Paso Robles Chamber of Commerce, is hereby approved and the Mayor is authorized to execute same.

SECTION 2. That the City of Paso Robles shall pay to the Paso Robles Chamber of Commerce the sum of \$57,300 during the 1987 - 1988 fiscal year, as compensation for the promotional activities provided in the foregoing Agreement. Disbursements will be made monthly.

SECTION 3. That the Paso Robles City Council specifies that of these funds, certain payments shall be made to subrecipients under the following provisions:

A. \$10,000 to be used to promote retail sales within the City of Paso Robles. These funds may be requested by any organized retail association, such as the Downtown Business Improvement Association (BIA), operating within the City. These funds must be used for advertising or promoting special retail sales events. These funds are to be dispersed by the Chamber as they become available, upon recommendation of the retail business committee and approval of the Chamber Board of Directors.

B. \$7,300 to the San Luis Obispo County Visitors and Conference Bureau (VCB) to be used to promote tourism in Paso Robles and the northern San Luis Obispo County Area. This amount is to be dispersed by the Chamber in two (2) payments: \$5,000 to be paid on or before October 10, 1987; the balance of \$2,300 to be dispersed upon the recommendation of the Board of Directors of the Chamber based on the VCB obtaining at least 20 new members from the Paso Robles private sector as discussed in the VCB letter dated 8-11-87, shown as Exhibit "B".

On motion by Councilperson Ovitt and seconded by Councilperson Dolan, the foregoing resolution is hereby adopted this 1 day of Sept. 1987 in its entirety on the following vote:

AYES: Ovitt, Dolan, Martin, Cousins and Russell  
NOES: None  
ABSENT: None

CITY OF EL PASO DE ROBLES

By: Nick Russell  
Nick Russell, Mayor

ATTEST:

Jerry Bankston  
Jerry Bankston, City Clerk

PROPOSED FY 88 CITY MOTIONAL BUDGET

	FY 88 GENERAL OPERATING BUDGET	CITY PROMOTION BUDGET
<b>EXPENSE:</b>		
ADVERTISING & PROMOTION	<b>\$7,750.00</b>	<b>\$2,920.00</b>
ad & promotion	\$2,000.00	\$2,000.00
promotional items	\$5,750.00	\$920.00
public relations		
TOURISM	<b>\$3,025.00</b>	<b>\$3,025.00</b>
billboard lease	\$1,950.00	\$1,950.00
billboard permit & fees	\$50.00	\$50.00
billboard light & maint	\$200.00	\$200.00
billboard structural maint	\$725.00	\$725.00
tourism-public relations	\$100.00	\$100.00
PRINTED MATERIALS	<b>\$500.00</b>	<b>\$0.00</b>
newsletter	\$500.00	\$0.00
GENERAL	<b>\$82,888.00</b>	<b>\$35,154.68</b>
salaries and wages	\$46,500.00	\$20,460.00
payroll taxes	\$2,500.00	\$1,100.00
emp benefits	\$1,500.00	\$660.00
accounting/legal	\$1,800.00	\$792.00
dues & subscriptions	\$220.00	
donations	\$100.00	
rent	\$3,000.00	\$1,320.00
utilities	\$700.00	\$308.00
telephone	\$2,000.00	\$880.00
postage	\$2,600.00	\$1,144.00
insurance	\$3,000.00	\$1,320.00
travel	\$75.00	\$33.00
director's expense	\$50.00	\$22.00
manager's expense	\$1,200.00	\$528.00
equipment rental	\$3,300.00	\$1,452.00
engraving	\$100.00	
equipment maintenance	\$1,700.00	\$748.00
building maintenance	\$1,000.00	\$440.00
office supplies	\$3,200.00	\$1,408.00
membership mixer expense	\$100.00	

PROPOSED FY 88 CITY PROMOTIONAL BUDGET

meals and lodging	\$250.00	\$110.00
property taxes	\$22.00	\$9.68
annual filing fees	\$10.00	
printing	\$250.00	\$110.00
film supplies	\$100.00	\$44.00
food supplies	\$730.00	
decorations	\$10.00	
licenses	\$100.00	
outside help	\$150.00	\$66.00
commissions and fees	\$250.00	
sales tax expense	\$450.00	
monthly bank charges	\$10.00	
misc expenses	\$600.00	
depr: furn & fixtures	\$311.00	
computer: hardware & software	\$5,000.00	\$2,200.00
<b>TOTAL EXPENSES</b>	<b>\$94,163.00</b>	<b>\$41,099.68</b>
CITY BUDGET BASED ON ALLOCATION OF 44% OF PROMOTION RELATED EXPENSES		
GENERAL BUDGET EXCLUDES EXPENSES OF SPECIFIC, COMMITTEE RELATED ACTIVITIES		

STATE OF CALIFORNIA  
COUNTY OF SAN LUIS OBISPO  
CITY OF EL PASO DE ROBLES

} SS.

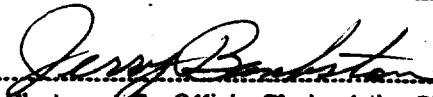
I, Jerry Bankston, City Clerk of the City of El Paso de Robles, California, do hereby certify that the foregoing Resolution No. 87-61 was duly and regularly adopted, passed, and approved by the City Council of the City of El Paso de Robles, California, at a regular meeting of said City Council held at the regular meeting place thereof, on the First day, of September 19 87, by the following vote:

AYES: Övitt, Dolan, Martin, Cousins and Russell

NOES: None

ABSENT: None

Dated this First day of September, 19 87

  
City Clerk and Ex-Officio Clerk of the City Council,  
City of El Paso De Robles, State of California.

AGREEMENT BETWEEN THE CITY OF PASO ROBLES  
AND THE PASO ROBLES CHAMBER OF COMMERCE  
FOR PROVISION OF PROMOTIONAL SERVICES

THIS AGREEMENT is made and entered into this first day of Sept., 1987, by and between the CITY OF PASO ROBLES, a MUNICIPAL CORPORATION, hereinafter referred to as "City", and the PASO ROBLES CHAMBER OF COMMERCE, a California Corporation, hereinafter referred to as "Chamber".

WHEREAS, pursuant to the provisions of Section 37110 of the Government Code, the City may spend certain monies for the purpose of promotion and economic development; and

WHEREAS, the Chamber has special knowledge and experience together with available facilities and personnel for the maintenance of an office to serve as a public information center for the advertising and promotion of the City and the citizens thereof in order to facilitate and encourage economic development of the community; and

WHEREAS, the City desires the Chamber to make available information concerning the City's activities and to encourage and facilitate growth and stability within all areas of the community: commercial, industrial and residential; and

WHEREAS, the Chamber is willing to undertake to provide the services hereinafter set forth on behalf of the City in the manner and for the purpose hereinafter provided;

NOW, FOR, AND IN CONSIDERATION of the mutual covenants, promises and agreements contained herein, the City and Chamber agree as follows:

1. CHAMBER RESPONSIBILITIES. The Chamber agrees to do and perform the following services and activities during the term of this Agreement:
  - a. Maintain adequate quarters of a dignified and professional appearance; to provide telephone service; and to retain qualified personnel in order to respond to telephone or personal inquiries from citizens, visitors, commercial firms and potential commercial, industrial or residential developers concerning Paso Robles, and to maintain such services in the City every day during regular business hours, Monday through Friday, except legal holidays.

- b. Respond to correspondence relative to the business, commercial, industrial, residential, cultural, educational and other advantages, facilities and opportunities in or available to the City, and to disseminate information in and outside of the community by correspondence, newspaper publicity, and personal contacts favorably advertising such advantages, facilities and opportunities.
- c. Prepare articles and news stories, compile data, gather and assemble news items, photographs, literature, and scientific and historical articles descriptive of the City's resources, and develop programs whereby outside interests and individuals may be induced to locate in City.
- d. Supply maps and promotional literature about City and maintain files on economic conditions, commercial and industrial sites, tourist information, and general business information about the community. Chamber will be responsible for updating published information included in Chamber literature. These materials will be available to visitors, tourists, and potential commercial interests who are seeking information.
- e. Encourage and give financial assistance, up to the amount specified in the agreement, to other Promotional Agencies and Community Events as are determined by the Chamber and City Council to be of promotional benefit to the City and which are included in the Chamber's budget as approved by the City.
- f. Participate in and cooperate, to the best of its ability and to the extent authorized by the Chamber's governing body, with all programs sponsored or encouraged by the City for the advertisement of advancement of the general welfare of the people of Paso Robles.
- g. Provide publicity for the community on a regular basis through the media of newspapers, radio, television, and through appearance at public gatherings.
- h. Welcome new businesses to the community by a written communication of welcome, and whenever possible and appropriate, a personal contact by a representative of the Chamber.
- i. Carry on such other duties as may be requested by the City and approved by the Chamber to promote the business, commercial, industrial, residential, cultural and educational development of the City.

2. COMPENSATION. In consideration of the services performed by the Chamber, the City will make payments as follows:
  - a. Commencing with the fiscal year beginning July 1, 1987, the City shall appropriate to the Chamber the City's portion of the Chamber's budget as approved by the City Council. An annual adopting resolution will approve these payments and establish a schedule of disbursements.
  - b. It is understood and agreed that these payments shall be expended for authorized and budgeted Chamber activities only.
  - c. This Agreement shall not prevent the City Council from appropriating additional sums for specific projects which the City may desire to have performed by the Chamber.
  - d. Funds allocated by Resolution to designated organizations shall be so applied.
  
3. CHAMBER'S ANNUAL BUDGET. The Chamber shall by the first of May each year:
  - a. Furnish to the City for approval by the City Council an annual program budget for the operation of the Chamber of Commerce. The submitted budget shall first have been approved by the Chamber Board of Directors.
  - b. Furnish to the City an annual Goal and Activity Plan containing goals, objectives, programs and specific tasks. Said plan shall contain timetables for accomplishment of quantifiable objectives.
  - c. The Chamber's annual budget will contain the following elements:
    - (1) A Base Budget which will include, but not be limited to: Salaries and benefits directly attributable to the basic operation of the Chamber, rent, telephone charges, postage, office supplies, taxes, brochure production and distribution, auto allowance, equipment lease and maintenance agreements, association dues, travel and training expenditures. All unexpended funds in this category shall be retained by the Chamber.
    - (2) A Program Budget which will include, but not be limited to: Salaries and benefits associated with all program activities such as sales and marketing, convention servicing, community relations, scenic tours and community events assistance, and any

other non-personnel or capital expenditures related to support of program activities. All unexpended funds in this category shall be returned to the City, except as otherwise approved by the City Council.

4. CHAMBER'S FINANCIAL RECORDKEEPING AND REPORTING. The City shall have the right to audit the books, records and accounts of the Chamber at any reasonable time. In addition, as part of its operations, the Chamber shall:
  - a. Furnish to the City quarterly statements of the financial activities of the Chamber. Said statements shall include narrative reports of accomplishments and, when possible, related actual expenditures to the accomplishments. These reports shall be submitted not later than October 31, January 31, and April 30. The final quarterly reporting shall be included with the annual report.
  - b. Furnish to the City by July 31, an annual management effectiveness report. This annual report shall detail the extent to which goals and objectives of the preceding fiscal year were met, or, if not, analyze reasons why certain goals and objectives were not met.

The City shall determine the form of these reports.

5. POLITICAL ACTIVITY. The Chamber shall not use any monies received under this contract for the endorsement, opposition or participation in any public office campaign or other political or lobbyist activity unless such use is legally authorized expenditure for the City and prior approval of the City is obtained.
6. HOLD HARMLESS. The Chamber shall defend and hold the City, its council members, its officers, agents and employees, free and harmless from any and all liability for any damages whatever arising out of the acts of the Chamber, its officers, employees or agents, in carrying out the terms of the Agreement.
7. LIABILITY INSURANCE. The Chamber agrees to maintain in full force and effect during the term of the Agreement public liability insurance in the sum of not less than Three Hundred Thousand (\$300,000.00) for death or injury of one or more persons in any one accident; property and products damage insurance in a sum of not less than Twenty-five Thousand (\$25,000.00). All such insurance shall be carried with insurance companies satisfactory to the City, and shall name the City, its officers, agents, and employees as additional insured. The 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. The City of Paso Robles is not liable for the payment of premiums or assessments on this policy.

8. INDEPENDENT CONTRACTOR. Notwithstanding any other representation, oral or written, between the parties, including any and all agents or representative thereof, the Chamber is at all times acting as a free and independent contractor, not as an agent of the City.
9. OTHER PROMOTIONAL PROJECTS. The City reserves the right to award separate bids for more specific advertising and promotional projects approved by the City Council during the term of this Agreement.
10. TERM. The term of this Agreement will automatically renew annually, upon the adoption of a resolution extending the contract and appropriating funding for the Chamber for a particular fiscal year.
11. NOTICE. This Agreement may be terminated in whole or in part at any time by either party hereto upon 30 days written notice to the other as identified below, whereupon all rights and obligations of both parties hereto shall terminate as to the executory provisions of this Agreement, and the payments from the City to the Chamber hereunder shall be adjusted on a prorata basis to the date of termination.

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

CITY OF PASO ROBLES  
1030 Spring Street  
P.O. Box 307  
Paso Robles, CA 93447-0307

PASO ROBLES CHAMBER OF COMMERCE  
1113 Spring Street  
P.O. Box 457  
Paso Robles, CA 93447-0457

By Nick Russell  
Nick Russell, Mayor

By Patti Hamilton  
Chairman, Board of Directors

By Jerry Bankston  
Jerry Bankston, City Clerk

By Rosallu  
Executive Director

Approved as to Form:

Michael Taylor  
City Attorney



San Luis Obispo County  
Visitors & Conference Bureau

RECEIVED  
ADMINISTRATION

AUG 13 1987

CITY OF PASO ROBLES

August 11, 1987

The Honorable Nick Russell  
City of Paso Robles  
P.O. Box 307  
Paso Robles, CA 93407

Dear Mayor Russell,

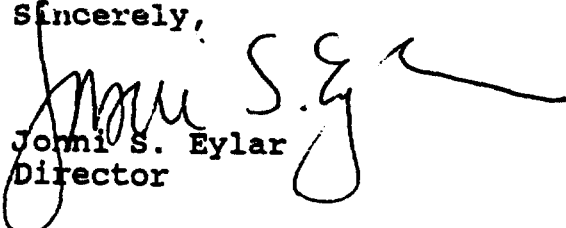
As a result of our conversation yesterday, I think we can arrive at a solution to the problem of full funding for the VCB that will satisfy both of us.

As we discussed, the VCB can't accept partial funding from any of the cities because it would threaten our "fair-share-formula" funding we are receiving from the other cities. I also understand your council's feeling that there needs to be stronger support from the private sector in Paso Robles.

Our proposed solution to this dilemma would be for the city to fund the VCB in two payments: \$5,000 now and the remaining \$2,300 to be paid in six months - but only if the VCB has obtained 20 new members from the Paso Robles area.

I look forward to your vote of approval and including Paso Robles in the VCB's promotional efforts.

Sincerely,

  
Jonni S. Eylar  
Director