

RESOLUTION NO: 91- 147

**A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF EL PASO DE ROBLES
AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT
BETWEEN THE CITY OF EL PASO DE ROBLES AND
THE PASO ROBLES COMMUNITY CHAMBER OF COMMERCE
FOR TOURIST AND BUSINESS PROMOTION SERVICES**

BE IT RESOLVED, by the City Council of the City of El Paso De Robles as follows:

That the Mayor be authorized to execute a Services Agreement, Exhibit "A", between with the City of El Paso de Robles and Paso Robles Community Chamber of Commerce for tourist and business promotion services.


PASSED AND ADOPTED by the City Council of the City of El Paso de Robles, this twenty-third day of October 1991, on the following roll call vote:

- AYES: Martin, Picanco, Reneau, Russell and Iversen
- NOES: None
- ABSENT: None
- ABSTAIN:



 MAYOR CHRISTIAN E. IVERSEN

ATTEST:



 DAWN HUDSON, DEPUTY CITY CLERK

AGREEMENT BETWEEN THE CITY OF PASO ROBLES
AND THE PASO ROBLES COMMUNITY CHAMBER OF COMMERCE INC.
FOR THE PROVISION OF SERVICES

THIS AGREEMENT is made and entered into this 23rd day of October, 1991, by and between the City of Paso Robles, hereafter referred to as "CITY", and the Paso Robles Community Chamber of Commerce, Inc., hereafter referred to as "CHAMBER".

WHEREAS, CHAMBER has special knowledge and experience together with available facilities and personnel for the maintenance of an office to focus on business promotion, retention and expansion necessary to enhance the economic vitality of Paso Robles; and

WHEREAS, the CITY desires to have the CHAMBER provide these services in order to facilitate economic development in the City of Paso Robles; 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 the 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. To maintain a viable organization and representation of the Paso Robles business community;
- b. To hire and support a qualified Executive Manager and Administrative Staff for the CHAMBER;
- c. To operate and maintain a professional office setting and visitor information center for the CHAMBER;
- d. To actively market the City of Paso Robles as a tourist destination site;
- e. To promote Paso Robles retailers as a unit, with the intent of improving the economic viability of the Paso Robles community;
- f. To foster economic development including recruitment of manufacturers;
- g. To maintain close coordination and cooperation with the Main Street and CITY officials; and

h. To take tangible steps toward financial independence and self-sufficiency; including reduced dependency on CITY funding.

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, 1991, the CITY shall appropriate to the CHAMBER \$69,000, to be disbursed as follows: A quarterly disbursement of \$17,250 to be paid upon request by the CHAMBER President or Executive Manager on the first day of that quarter. Requests for payment are due a minimum of thirty (30) days prior to the beginning of the quarter.

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 from appropriating additional sums for specific projects which the CITY may desire to have performed by the CHAMBER.

3. CHAMBER'S ANNUAL BUDGET. The CHAMBER shall, by the first of April 1992:

a. Furnish to the CITY for approval by the City Council an annual program budget for the operation of the Paso Robles Community Chamber of Commerce. The submitted budget shall first have been approved by the Paso Robles Community Chamber of Commerce Board of Directors.

b. Furnish the CITY an updated report on the annual Goal and Activity Plan. Said report shall contain specific accomplishments to date.

c. CHAMBER's annual budget will contain:

- (1) A base budget that 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, auto allowance, travel and meetings, equipment lease and maintenance expenditures.
- (2) A capital and equipment budget that will reflect proposed purchases that shall include, but not be limited to, all durable equipment such as copy machines, computers, typewriters and office furniture. This budget will identify funding sources for each capital and equipment item.
- (3) A program budget that will include, but not be limited to: Promotion and Economic Development activities. This budget shall include use of funds received from the CITY and all other

funding sources at the disposal of the CHAMBER, either directly or through contract relationships.

4. CHAMBER'S FINANCIAL RECORD KEEPING 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 the CITY with quarterly statements of the financial activities of the CHAMBER. Said statements shall include narrative reports of accomplishments and, when possible, relate actual expenditure 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.

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.

6. HOLD HARMLESS. The CHAMBER shall defend and hold the CITY, its 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 Dollars (\$300,000.) 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 Dollars (\$25,000.). 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 ten (10) days prior written notice of cancellation, termination or modification. The CITY 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 representatives thereof, the CHAMBER is at all times acting as a free and independent contractor, not as an agent of the CITY.

9. REVERSION OF FUNDS AND PROPERTY. 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.

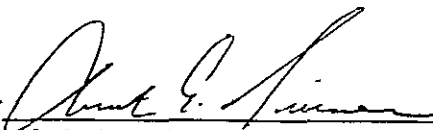
10. TERM. The term of this agreement shall be for one year, expiring on June 30, 1992. This agreement may be renewed on an annual basis, and the term thereof extended for the next fiscal year (July 1 - June 30), provided that CITY adopts a resolution to that effect. The appropriate funding for any renewal period shall be set forth in said resolution, which shall act as an amendment to subparagraph a. of Paragraph 2 "Compensation".

11. NOTICE. This agreement may be terminated in whole or in part at any time by either party hereto upon thirty (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.

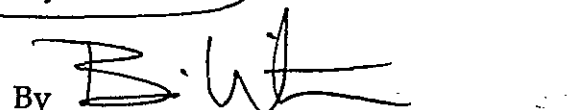
IN WITNESS WHEREOF, this agreement is hereby executed as of the day and year first hereinabove written.

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

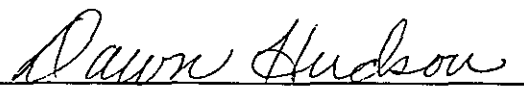
THE PASO ROBLES COMMUNITY
CHAMBER OF COMMERCE, INC.
548 Spring Street
Paso Robles, CA 93446

By 
Christian E. Iversen, Mayor

By 
Jim Saunders, President

By 
Bill Winter, Executive Manager

ATTEST:


Dawn Hudson, Deputy City Clerk