

RESOLUTION NO. 12-098

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PASO ROBLES
AUTHORIZING THE CITY MANAGER TO ENTER INTO A ONE YEAR PROFESSIONAL SERVICE
CONTRACT WITH THE PASO ROBLES CHAMBER OF COMMERCE FOR VISITOR CENTER
SERVICES FOR FY 2012/13

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

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

WHEREAS, their current service contract is scheduled to expire on June 30, 2012; and

WHEREAS, the Chamber of Commerce submitted a contract renewal request that proposed no change in service scope or change in fee for services for Fiscal Year 2012/13; and

WHEREAS, the City Council liaison committee met with representatives of the Chamber of Commerce to negotiate terms for the proposed FY 2012/13 visitor center contract; and

WHEREAS, the negotiated service contract is consistent with both the City's Marketing and Budget goals for FY 2012/13.

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

ADOPTED by the City Council of the City of El Paso de Robles at a regular meeting of said Council held on the 19th day of June 2012 by the following vote:

AYES: Hamon, Strong, Gilman, Steinbeck, Picanco

NOES:

ABSTAIN:

ABSENT:

ATTEST:

Duane Picanco, Mayor

Caryn Jackson, Deputy City Clerk

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Caryn Jackson, Deputy City Clerk


Duane Picanco, Mayor

Exhibit A

AGREEMENT BETWEEN THE CITY OF EL PASO DE ROBLES AND THE PASO ROBLES CHAMBER OF COMMERCE INC. FOR VISITOR CENTER SERVICES - FY 2012 TO FY 2013

THIS AGREEMENT ("Agreement"), effective July 1, 2012, is made and entered into this 19th day of June, 2012, by and between the City of El Paso de Robles, hereafter referred to as the "CITY", and the Paso Robles Chamber of Commerce, Inc., hereinafter referred to as "CHAMBER".

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

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

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

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

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

- Serving as a contact for information requests from potential visitors, as well as a referral agency to local area lodging and other resources.
- Maintaining an electronic annual events calendar on the CHAMBER website.
- In the Visitors Center 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).

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.

2. COMPENSATION. In consideration of the services performed by CHAMBER pursuant to this Agreement, and so long as CHAMBER is not in default under any of the provisions of this Agreement, CITY will make payments to the CHAMBER as follows:

A. Commencing with CITY'S fiscal year beginning July 1, 2012, CITY shall disburse by the 15th day of the month to CHAMBER monthly payments equal to 1/12th of:

\$ 60,000.00

Fiscal Year 2012/2013

B. In the event that the City Council is compelled to reduce General Fund budget expenditures in any given year during the term of this Agreement, the amount of the annual payment under this

Agreement for such year shall be reduced by the same percentage as the overall General Fund budget reduction, as determined by the City. City shall notify Chamber of any such reduction as early as is reasonably feasible, and understands that any reduction in the City's payment shall result in a proportionate reduction in Chamber services provided under this Agreement and/or a modification to the Chamber's budget.

3. VISITOR CENTER ANNUAL BUDGET. CHAMBER shall, by April 1 of each year, submit to the CITY for review by the City Council, a budget and plan for Visitors Center services to be provided by the CHAMBER during the next following fiscal year covered by this Agreement. The budget shall include all funds to be received from CITY during such fiscal year and how those funds are proposed to be spent.

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

4. CHAMBER'S FINANCIAL RECORDKEEPING AND REPORTING. Upon 15 days notice to the CHAMBER, CITY shall have the right to examine the books, records, and accounts of the CHAMBER at any reasonable time in the CHAMBER'S offices.
5. POLITICAL ACTIVITY. CHAMBER shall not use any monies received under this Agreement for the endorsement, opposition or participation in any political or lobbying activity, including but not limited to, involved in the support or opposition to any candidate for public office or proposed ballot measure.
6. INDEMNIFICATION, HOLD HARMLESS. CHAMBER shall indemnify, defend and hold CITY, its members, officers, directors, agents and employees free and harmless from any and all claims, damages, losses and expenses including attorney fees arising out of the performance by CHAMBER of the services provided for hereunder, caused in whole or in part by any act of CHAMBER, its officers, employees or agents in carrying out the terms of this Agreement.
7. INSURANCE. CHAMBER agrees to maintain in full force and effect, at its sole cost and expense, during the term of this Agreement the following insurance:

- a. Workers' Compensation in accordance with State law, for all of its employees engaged in the work and services to be provided under this Agreement.

- b. General Liability in an amount not less than One Million Dollars (\$1,000,000) combined single limit liability 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 four successive one-year periods beginning July 1, 2012 and expiring June 30, 2013, unless terminated earlier in accordance with Section 16 or 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 or 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. **TERMINATION.** In addition to termination pursuant to Section 13 or 16 above, this Agreement may be terminated in whole or in part at any time by either party hereto upon one year's written notice to the other as identified below. In the event of any termination of this Agreement, all rights and obligations of both parties hereto, including without limitation the monthly payments from CITY to CHAMBER hereunder, shall terminate as of the date of such termination (and the final monthly payment shall be adjusted on a pro rata basis to the date of such termination).
19. **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.
20. **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.
21. **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.

22. 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 _____
James L. App, City Manager

By _____
Henry Elisarraraz, Chairman of the Board

By _____
Mike Gibson, President/CEO