



ADVISORY BOARD FOR THE ATASCADERO TOURISM BUSINESS IMPROVEMENT DISTRICT SPECIAL MEETING AGENDA

Consistent with Executive Order N-29-20 and N-08-21 the ATBID Meeting will not be physically open to the public and Board Members will be teleconferencing into the meeting.

HOW TO OBSERVE THE MEETING:

To maximize public safety while still maintaining transparency and public access, the meeting will be available for public participation through the following link <https://us02web.zoom.us/j/86470829632?pwd=cTlScDhJZE5uMEYwV2JOMTlicG94QT09>.

HOW TO SUBMIT PUBLIC COMMENT:

Members of the public are highly encouraged to use the link above or may call **1(669) 900-6833** (Webinar ID: 864 7082 9632, Passcode: 132740) to listen and provide public comment via phone or submit written public comments to cityclerk@atascadero.org by 9:00 am on the day of the meeting. Such email **comments must identify the Agenda Item Number in the subject line of the email.** The comments will be forwarded to the ATBID Board and be made a part of the administrative record. If a comment is received after the deadline for submission but before the close of the meeting, the comment will still be included as a part of the administrative record of the meeting but will be forwarded to the ATBID Board following the meeting. ***Please note, email comments will not be read into the record.***

AMERICAN DISABILITY ACT ACCOMMODATIONS:

Any member of the public who needs accommodations should contact the City Clerk's Office at cityclerk@atascadero.org or by calling 805-470-3400 at least 48 hours prior to the meeting or time when services are needed. The City will use their best efforts to provide reasonable accommodations to afford as much accessibility as possible while also maintaining public safety in accordance with the City procedure for resolving reasonable accommodation requests.

ATBID agendas and minutes may be viewed on the City's website: www.atascadero.org.

Copies of the staff reports or other documentation relating to each item of business referred to on the Agenda are on file in the office of the City Clerk and are available for public inspection on our website, www.atascadero.org. Contracts, Resolutions and Ordinances will be allocated a number once they are approved by the ATBID Board. The Minutes of this meeting will reflect these numbers. All documents submitted by the public during ATBID meetings that are either read into the record or referred to in their statement will be noted in the Minutes and available for review by contacting the City Clerk's office. All documents will be available for public inspection by appointment during City Hall business hours.

SPECIAL MEETING

ADVISORY BOARD FOR THE ATASCADERO TOURISM BUSINESS IMPROVEMENT DISTRICT

**Wednesday, June 30, 2021
10:00 A.M.**

**Atascadero City Hall Council Chambers, 4th Floor
6500 Palma Avenue, Atascadero, California
(TELECONFERENCE)**

AGENDA

ROLL CALL:

DISCUSSION:

1. Future Destination Management Services

- Fiscal Impact: The Fiscal Impact is unknown and will depend on the direction provided by ATBID.
- Recommendation: Advisory Board discuss ATBID's support needs and provide direction to City staff regarding future destination management services. [City Staff]

ADJOURNMENT:

The ATBID will adjourn to its next Regular Session on August 18, 2021.

STATE OF CALIFORNIA)
COUNTY OF SAN LUIS OBISPO)
CITY OF ATASCADERO)

AMANDA MUTHER, being fully sworn, deposes, and says: That she is the Deputy City Clerk of the City of Atascadero and that on June 29, 2021, she caused the above Notice to be posted at the Atascadero City Hall, 6500 Palma Avenue, Atascadero, California and was available for public review in the Customer Service Center at that location.

AMANDA MUTHER, Deputy City Clerk
City of Atascadero



Atascadero Tourism Business Improvement District Advisory Board

Future Destination Management Services

RECOMMENDATION:

Advisory Board discuss ATBID's support needs and provide direction to City staff regarding future destination management services.

DISCUSSION:

At the June 16, 2021 ATBID Meeting, Big Red Marketing gave notice terminating their contract with the City of Atascadero to provide destination management services for the ATBID Board effective July 2021. There is now a need to discuss destination management services for the ATBID and direction for moving forward with securing these services.

The ATBID's Ad Hoc Committee on destination management services met with City Manager, Rachelle Rickard on June 24, 2021. City Manager Rickard offered for City staff to provide destination management services, based on the scope of work contained in Big Red Marketing's agreement, for the ATBID free of charge through September 30, 2021.

During this time, the ATBID can assess the support needs of the Board and explore options for acquiring destination management services.

FISCAL IMPACT:

The Fiscal Impact is unknown and will depend on the direction provided by ATBID.

ATTACHMENTS:

1. Scope of Work Renewal July 1, 2021-June 30, 2022
2. Big Red Marketing Contract



Scope of Work related to services for Atascadero Tourism Business Improvement District (ATBID) Advisory Board *July 1, 2021 – June 30, 2022*

Scope of Work

Destination Management services provide support in conjunction with the ATBID, City of Atascadero, the contracted marketing firm, tourism industry partners, and other stakeholders. Primary areas of focus include:

- Assist in maintaining roles and responsibilities in ATBID communication chart (City and all other entities)
- Act as administrator to support ATBID and its members in all capacities to execute plans and attain goals, including and not limited to financial growth and laying the groundwork for future success
- Guide the organization to develop and implement strategies to increase occupancy consistent with the annual goals and objectives established by the ATBID and its annual marketing plans
- Assist in creating ATBID policies and procedures
- Assist in communication and strategy in response to unexpected state of emergencies

Expanding upon the Scope of Work, particular areas of support include the categories noted below.

Administrative: \$9,250

- Communicate effectively with and between ATBID, City Council, Board of Supervisors, City and County liaison and staff, ATBID lodging properties, community leaders, and related tourism partners as needed to maintain strong internal and external relationships
- Develop and manage annual timeline and deliverables with the selected marketing firm
 - Communicate with marketing firm the vision of the ATBID to assist in the execution of the marketing plan
 - Provide brand oversight to ensure consistent message and voice
 - Develop measurable criteria and benchmarks for monitoring the success of the ATBID and effectiveness of contracted vendors
 - Collaborate with the marketing firm to make community connections to support photography projects, videography projects, and public relations hosting



- Represent the ATBID and its members by attending countywide events and related professional association meetings
- Work with City to manage timelines for the ATBID's annual renewal process
- Develop and implement communication tools so all members are informed of ATBID progress and programs
 - Work with the City's lodging records to maintain an accurate member inventory to include individual property contact information, property type, and unit count
- Assist with website maintenance and make updates as requested in the areas of lodging, restaurants, beverages, and attractions
- Assist in emergency response communication with lodging partners

Event Sponsorship Program: \$4,650

- Manage event partnerships approved by the ATBID Board
 - Serve as primary point of contact for events interested in presenting funding opportunities for consideration
 1. Communicate presentation requirements and timelines
 2. Schedule presentations as Board agenda capacity allows
 - Coordinate event recap presentations and schedule accordingly for ATBID Board meetings
 - Act as a liaison between the Board and event organizations to filter questions and requests
 - Manage event organizer's requirements for support

Board Management & Coordination: \$8,745

- Attendance at all meetings related to the ATBID, including monthly Board meetings and standing committee meetings, and Atascadero City Council Meetings with ATBID related agenda items
 - Prepare ATBID Board agenda and packets, and deliver to the Deputy City Manager for posting and distribution in accordance to Brown Act requirements
 - Create and coordinate development of staff reports to supplement agenda packets
 - Print ATBID Board agenda and packets for each Board meeting
 - Record and report minutes monthly
- Provide clear and concise recommendations through ongoing communication regarding direction, opportunities, challenges, and progress to the ATBID
- Assist the Board in the selection, retention, and management of professional services and vendors
- Attendance and management of Board Nomination meetings
 - Coordinate required communications for open Board positions
 - Communicate with lodging partners and manage nominations



- Attend and lead Board Nomination meetings
- Organize voting process

Financial Management: \$6,000

- Partner with marketing firm to prepare and present the budget, Year End Report, and annual marketing plans
- Oversee and review co-op and reactive opportunities and related expenditures
- Maintain and provide timely budgets based on City provided receipts, and expenditure information, with monthly progress reports to the ATBID Board
 - Create and coordinate contracts for expenditures approved by the ATBID Board equal to or exceeding \$10,000
 - Review all vendor invoices for accuracy and compliance to budget

Tour and Travel: \$9,190

- Promote the ATBID mission and goals by attending tour and travel related conference or trade show on behalf of Visit Atascadero
 - Manage conference registration, lodging, and travel
 - Prepare and coordinate necessary materials
 - Arrange and schedule tour operator appointments
 - Facilitate and lead meetings while recording notes on conversations to be later distributed to lodging stakeholders
 - Manage follow-up and leads generated from tour and travel related conference or trade show

Strategy: \$7,415

- Take a visionary role in all activities and ensure ATBID actions are consistent with strategic goals and direction
- Champion change and innovation to encourage diverse thoughts and contributions
- Collaborate with local events and tourism partners to maximize the opportunity for members and identify sponsorship opportunities



CITY OF ATASCADERO



CONTRACT FOR

Big Red Marketing

Destination Management Services for the City of Atascadero

Tourism Business Improvement District (ATBID)

Advisory Board



CONSULTANT SERVICES AGREEMENT

FOR THE

CITY OF ATASCADERO

Big Red Marketing

THIS CONTRACT is made and entered into between City of Atascadero, a Municipal Corporation ("City") and Big Red Marketing ("Consultant"). City and Consultant agree as follows:

1. SCOPE AND STANDARDS:

A. **CONTRACT.** Consultant shall do all work, attend all meetings, produce all reports and carry out all activities necessary to complete the services described in the SCOPE OF WORK AND STANDARDS FOR SERVICES, attached hereto and incorporated herein by this reference as Exhibit A, as requested by the City. This Contract and its exhibits shall be known as the "Contract Documents." Terms set forth in any Contract Document shall be deemed to be incorporated in all Contract Documents as if set forth in full therein.

2. EMPLOYMENT STATUS OF PERSONNEL:

A. **INDEPENDENT CONTRACTOR; EMPLOYEES OF CONSULTANT.** Consultant enters into this Contract as, and shall at all times remain as to the City, an independent contractor and not as an employee of the City. Nothing in this Contract shall be construed to be inconsistent with this relationship or status. Any persons employed by Consultant for the performance of services pursuant to this Contract shall remain employees of Consultant, shall at all times be under the direction and control of Consultant, and shall not be considered employees of City. All persons employed by Consultant to perform services pursuant to this Contract shall be entitled solely to the right and privileges afforded to Consultant employees and shall not be entitled, as a result of providing services hereunder, to any additional rights or privileges that may be afforded to City employees.

B. **INDEPENDENT INVESTIGATION.** The Consultant agrees and hereby represents it has satisfied itself by its own investigation and research regarding the conditions affecting the work to be done and labor and materials needed, and that its decision to execute this Contract is based on such independent investigation and research.

City of Atascadero
Big Red Marketing



C. COMPLIANCE WITH EMPLOYMENT LAWS. The Consultant shall keep itself fully informed of, shall observe and comply with, and shall cause any and all persons, firms or corporations employed by it or under its control to observe and comply with, applicable federal, state, county and municipal laws, ordinances, regulations, orders and decrees which in any manner affect those engaged or employed on the work described by this Contract or the materials used or which in any way affect the conduct of the work.

D. UNLAWFUL DISCRIMINATION PROHIBITED. Consultant shall not engage in unlawful employment discrimination. Such unlawful employment discrimination includes, but is not limited to, employment discrimination based upon a person's race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, gender, citizenship or sexual orientation.

3. TIME OF PERFORMANCE:

The services of Consultant are to commence upon execution of this Contract by City, and shall be undertaken and completed in a prompt and timely manner, in accordance with the Scope of Work referenced in Exhibit A. Except as provided in Sections 6 and 19 below, this Contract shall terminate no later than June 30, 2021 with the option of two (2) one-year extensions upon mutual agreement of both parties.

4. COMPENSATION:

A. TERMS. Compensation to the Consultant shall be as set forth in Exhibit B attached hereto and made a part hereof.

B. NO PAY FOR ADDITIONAL SERVICES WITHOUT WRITING. Consultant shall not be compensated for any services rendered in connection with its performance of this Contract, which are in addition to those set forth herein or listed in Exhibit A, unless such additional services are authorized in advance and in writing by the City Manager or the City Manager's designee (hereinafter "City Manager" shall include the City Manager's designee). Consultant shall be compensated for any additional services in the amounts and in the manner as agreed to by City and Consultant at the time City's express written authorization signed by the City Manager is given to Consultant for the performance of said services.

5. SUPERVISION, LABOR AGREEMENTS AND PERSONNEL:

A. CONSULTANT SUPERVISES PERSONNEL. The Consultant shall have the responsibility for supervising the services provided under this Contract, hiring of personnel, establishing standards of performance, assignment of personnel, determining and affecting discipline, determining required training, maintaining personnel files, and other matters relating to the performance of services and control of personnel. The City Manager may use any reasonable means to monitor performance and the Consultant shall comply with the City Manager's request to monitor performance.

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B. PERFORMANCE NOT SUBJECT TO EMPLOYMENT AGREEMENTS. The City acknowledges that the Consultant may be obligated to comply with bargaining agreements and/or other agreements with employees and that the Consultant is legally obligated to comply with these Contracts. It is expressly the intent of the parties and it is agreed by the parties that the Consultant's performance shall not in any manner be subject to any bargaining agreement(s) or any other agreement(s) the Consultant may have covering and/or with its employees.

C. APPROVAL OF STAFF MEMBERS. Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff assigned to perform the services required under this contract. Consultant shall notify City of any changes in Consultant's staff to be assigned to perform the services required under this Contract and shall obtain the approval of the City Manager of a list of all proposed staff members who are to be assigned to perform services under this Contract prior to any such performance.

6. TERMINATION:

A. 30 DAYS NOTICE. The City, upon thirty (30) days written notice, may terminate this Contract, without cause, at any time. In the event of such termination, Consultant shall be compensated for non-disputed fees under the terms of this Contract up to the date of termination.

B. OBLIGATIONS SURVIVE TERMINATION. Notwithstanding any termination of this Contract, Consultant shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of this Contract by Consultant, and the City may withhold any payments due to Consultant until such time as the exact amount of damages, if any, due the City from Consultant is determined. All of the indemnification, defense and hold harmless obligations in this Contract shall survive termination.

7. CHANGES:

The City or Consultant may, from time to time, request changes in the scope of the services of Consultant to be performed hereunder. Such changes, including any increase or decrease in the amount of Consultant's compensation and/or changes in the schedule must be authorized in advance by both Parties in writing. Mutually agreed changes shall be incorporated in written amendments to this Contract. Any increase in the amount of Consultant's compensation and/or changes in Exhibit A and or Exhibit B must be authorized in advance by the City Manager.

8. PROPERTY OF CITY:

A. MATERIALS PREPARED EXCLUSIVE PROPERTY OF CITY. It is mutually agreed that all materials prepared by the Consultant under this Contract are upon creation and shall be at all times the exclusive property of the City, and the Consultant shall have no property right therein whatsoever. City agrees that Consultant shall bear no responsibility for any reuse of the materials prepared by the Consultant if used for purposes other than those expressly set forth in the Intended Use of Consultant's Products and Materials section of this Contract. Consultant shall not disseminate any information or reports gathered or created pursuant to this Contract without the prior written approval of City including without limitation information or reports required by government agencies to enable Consultant to perform its duties under this Contract

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Big Red Marketing



and as may be required under the California Public Records Act excepting therefrom as may be provided by court order. Consultant will be allowed to retain copies of all deliverables.

B. CONSULTANT TO DELIVER CITY PROPERTY. Immediately upon termination, or upon the request by the City, the City shall be entitled to, and the Consultant shall deliver to the City, all data, drawings, specifications, reports, estimates, summaries and other such materials and property of the City as may have been prepared or accumulated to date by the Consultant in performing this Contract. Consultant will be allowed to retain copies of all deliverables to the City.

9. CONFLICTS OF INTEREST:

A. CONSULTANT covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of City or which would in any way hinder Consultant's performance of services under this Contract. Consultant further covenants that in the performance of this Contract, Consultant shall take reasonable care to ensure that no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor without the express written consent of the City Manager. Consultant agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of City in the performance of this Contract. Consultant agrees to include language similar to this Section 9(A) in all contracts with subcontractors and agents for the work contemplated herein.

10. CONFIDENTIAL INFORMATION:

A. ALL INFORMATION KEPT IN CONFIDENCE. All materials prepared or assembled by Consultant pursuant to performance of this Contract are confidential and Consultant agrees that they shall not be made available to any individual or organization without the prior written approval of the City, except by court order.

B. REIMBURSEMENT FOR UNAUTHORIZED RELEASE. If Consultant or any of its officers, employees, or subcontractors does voluntarily provide information in violation of this Contract, the City has the right to reimbursement and indemnity from party releasing such information for any damages caused by the releasing party's, including the non-releasing party's attorney's fees and disbursements, including without limitation expert's fees and disbursements.

C. COOPERATION. City and Consultant shall promptly notify the other party should Consultant or City, its officers, employees, agents, or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Contract and the work performed thereunder or with respect to any project or property located within the City. City and Consultant each retains the right, but has no obligation, to represent the other party and/or be present at any deposition, hearing or similar proceeding. Consultant and City agree to cooperate fully with the other party and to provide the other party with the opportunity to review any response to discovery requests provided by Consultant or City. However, City and Consultant's right to review any such response does not imply or mean the right by the other party to control, direct, or rewrite said response.

City of Atascadero
Big Red Marketing



11. PROVISION OF LABOR, EQUIPMENT AND SUPPLIES:

A. CONSULTANT PROPERTY. Consultant shall furnish all necessary labor, supervision, equipment, communications facilities, and supplies necessary to perform the services required by this Contract. City acknowledges that all equipment and other tangible assets used by Consultant in providing these services are the property of Consultant and shall remain the property of Consultant upon termination of this Contract.

B. SPECIAL SUPPLIES. City shall be responsible for supplying any special supplies, stationary, notices, forms or similar items that it requires to be issued with a City logo. All such items shall be approved by the City Manager and shall be provided at City's sole cost and expense.

12. COMPLIANCE WITH LAW:

A. COMPLIANCE REQUIRED. Consultant shall keep itself informed of applicable local, state, and federal laws and regulations which may affect those employed by it or in any way affect the performance of its services pursuant to this Contract. Consultant shall observe and comply with all applicable laws, ordinances, regulations and codes of federal, state and local governments, and shall commit no trespass on any public or private property in performing any of the work authorized by this Contract. Consultant shall at all times hold a valid contractor's license if performing any function or activity for which a license is required pursuant to Chapter 9 (commencing with section 7000) of Division 3 of the California Business and Professions Code, and Consultant shall provide a copy of the license(s) upon the request of the City. The City, its officials, officers, elected officials, appointed officials and employees shall not be liable at law or in equity as a result of any failure of consultant to comply with this section.

B. PREVAILING WAGES. In the event it is determined that the Consultant is required to pay prevailing wages for the work performed under this Agreement, the Consultant shall pay all penalties and wages as required by applicable law.

13. SUBCONTRACTING:

None of the services covered by this Contract shall be subcontracted without the prior written consent of the City Manager. Consultant shall be as fully responsible to the City for the negligent acts and omissions of its contractors and subcontractors, and of persons either directly or indirectly employed by them, as it is for the negligent acts and omissions of persons directly employed by Consultant.

14. ASSIGNABILITY:

Consultant shall not assign or transfer any interest in this Contract whether by assignment or notation. However, claims for money due or to become due Consultant from the City under this Contract may be assigned to a financial institution, but only with prior written consent of the City Manager. Notice of any assignment or transfer whether voluntary or involuntary shall be furnished promptly to the City. The rights and benefits under this agreement are for the sole and exclusive benefit of the City and this Contract shall not be construed that any third party has an interest in the Contract.

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Big Red Marketing



15. LIABILITY OF CONSULTANT:

Consultant shall be responsible for performing the work under this Contract in a manner which is consistent with the generally accepted standards of Consultant's profession and shall be liable for its own negligence and the negligent acts of its employees, agents, contractors and subcontractors. The City shall have no right of control over the manner in which the work is to be done but only as to its outcome, and shall not be charged with the responsibility of preventing risk to Consultant or its employees, agents, contractors or subcontractors.

16. INDEMNIFICATION:

A. INDEMNIFICATION FOR PROFESSIONAL LIABILITY. When the law establishes a professional standard of care for Consultant's Services, to the fullest extent permitted by law, Consultant shall indemnify, protect, defend and hold harmless City and any and all of its officials, employees and agents ("Indemnified Parties") from and against any and all losses, liabilities, damages, costs and expenses, including attorneys fees and costs to the extent same are caused in whole or in part by any negligence or wrongful act, error or omission of Consultant, willful misconduct, or recklessness of its officers, agents, employees or subconsultants (or any entity or individual that Consultant shall bear the legal liability thereof) in the performance of professional services under this agreement.

B. INDEMNIFICATION FOR OTHER THAN PROFESSIONAL LIABILITY. Other than in the performance of professional services and to the full extent permitted by law, Consultant shall indemnify, defend and hold harmless City, and any and all of its employees, officials and agents from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorney's fees and costs, court costs, interest, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Consultant or by any individual or entity for which consultant is legally liable, including but not limited to officers, agents, employees or subconsultants of Consultant.

C. GENERAL INDEMNIFICATION PROVISIONS. Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this section for each and every subconsultant or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this agreement. In the event consultant fails to obtain such indemnity obligations from others as required here, Consultant agrees to be fully responsible according to the terms of this section. Failure of City to monitor compliance with these requirements imposes no additional obligations on City and will in no way act as a waiver of any rights hereunder. This obligation to indemnify and defend City as set forth here is binding on the successor, assigns or heirs of Consultant and shall survive the termination of this agreement or this section.

17. INSURANCE:

Consultant shall maintain prior to the beginning of and for the duration of this Agreement insurance coverage as specified in Exhibit C attached to and part of this agreement.

City of Atascadero
Big Red Marketing



18. RECORDS:

Consultant shall maintain complete and accurate records with respect to labor costs, material expenses, parcels abated or serviced and other such information required by City that relates to the performance of services under this Contract. Consultant shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible and in a form acceptable to the City, which the City may specify and change from time to time. Consultant shall provide free access to the representatives of City or its designees, at reasonable times, to such books and records, shall give City the right to examine and audit said books and records, shall permit City to make transcripts therefrom as necessary, and shall allow inspection of all work, data, documents, proceedings, and activities related to this Contract. Such records, together with supporting documents, shall be maintained for a period of three (3) years after receipt of final payment.

19. MISCELLANEOUS PROVISIONS:

A. ASSIGNMENT OR SUBSTITUTION. City has an NONDISCRIMINATION / NONPREFERENTIAL TREATMENT STATEMENT. In performing this Contract, the parties shall not discriminate or grant preferential treatment on the basis of race, sex, color, age, religion, sexual orientation, disability, ethnicity, or national origin, and shall comply to the fullest extent allowed by law, with all applicable local, state, and federal laws relating to nondiscrimination.

B. UNAUTHORIZED ALIENS. Consultant hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act (8 U.S.C.A. & 1101 et seq.), as amended; and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Consultant so employ such unauthorized aliens for the performance of work and/or services covered by this contract, and should the Federal Government impose sanctions against the City for such use of unauthorized aliens, Consultant hereby agrees to, and shall, reimburse City for the cost of all such sanctions imposed, together with any and all costs, including attorneys' fees, incurred by the City in connection therewith.

C. GOVERNING LAW. The City and Consultant understand and agree that the laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Contract and also govern the interpretation of this Contract. Any litigation concerning this Contract shall take place in the San Luis Obispo Superior Court, federal diversity jurisdiction being expressly waived.

D. City has an interest in the qualifications of and capability of the persons and entities that will fulfill the duties and obligations imposed upon Consultant by this Contract. In recognition of that interest, neither any complete nor partial assignment of this Contract, may be made by Consultant nor changed, substituted for, deleted, or added to without the prior written consent of City which consent shall not be unreasonably withheld. Any attempted assignment or substitution shall be ineffective, null, and void, and constitute a material breach of this Contract entitling City to any and all remedies at law or in equity, including summary termination of this Contract. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Contract.

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Big Red Marketing



E. ENTIRE CONTRACT. This Contract constitutes the entire Contract and understanding between the parties relative to the services specified herein and there are no understandings, agreements, conditions, representations, warranties or promises, with respect to this Contract, except those contained in or referred to in this Contract and this Contract supersedes all prior understandings, agreements, courses of conduct, prior dealings among the parties and documentation of any kind without limitation.

F. AMENDMENTS. This Contract may be modified or amended, or any of its provisions waived, only by a subsequent written agreement executed by each of the parties. The parties agree that this requirement for written modifications cannot be waived and any attempted waiver shall be void.

G. CONSTRUCTION AND INTERPRETATION. Consultant and City agree and acknowledge that the provisions of this Contract have been arrived at through negotiation and that each party has had a full and fair opportunity revise the provisions of this Contract and to have such provisions reviewed by legal counsel. Therefore, any ambiguities in construing or interpreting this Contract shall not be resolved against the drafting party. The titles of the various sections are merely informational and shall not be construed as a substantive portion of this Contract.

H. WAIVER. The waiver at any time by any party of any of its rights with respect to a default or other matter arising in connection with this Contract shall not be deemed a waiver with respect to any subsequent default or other matter.

I. SEVERABILITY. The invalidity, illegality or unenforceability, of any provision of this Contract shall not render the other provisions invalid, illegal or unenforceable.

J. NOTICES. All invoices, payments, notices, demands, requests, comments, or approvals that are required to be given by one party to the other under this Contract shall be in writing and shall be deemed to have been given if delivered personally or enclosed in a properly addressed envelope and deposited in a United States Post Office for delivery by registered or certified mail addressed to the parties (deemed to have been received three (3) business days after deposit in the U.S. Mail) at the following addresses:

City:	City of Atascadero City Manager 6500 Palma Avenue Atascadero, CA 93422
Consultant	Big Red Marketing Amanda Diefenderfer P.O. Box 14907 San Luis Obispo, CA 93406 adief@bigredmktg.com

Each party may change the address at which it gives notice by giving ten (10) days advance, written notice to the other party.

City of Atascadero
Big Red Marketing



K. AUTHORITY TO EXECUTE. The person or persons executing this Contract on behalf of Consultant warrant and represent that they have the authority to execute this Contract on behalf of their agency and further warrant and represent that they have the authority to bind Consultant to the performance of its obligations hereunder.

Effective March 1, 2020 by the parties as follows.

Big Red Marketing

By: 
Amanda Diefenderfer, Proprietress


City of Atascadero

By: 
Rachelle Rickard, City Manager

CERTIFICATE OF COMPLIANCE
WITH LABOR CODE § 3700

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I have complied or will comply with such provisions before commencing the performance of the work of this contract. (Cal. Labor C. §§1860, 1861.)

CONSULTANT



Amanda Diefenderfer, Proprietress

Exhibit A SCOPE OF WORK

The overall role of the Consultant will be to provide support, in conjunction with the ATBID, City of Atascadero, the contracted marketing firm, tourism industry partners and other stakeholders with a primary focus including the following:

- Assist in maintaining roles and responsibilities in ATBID communication chart (City and all other entities)
- Act as administrator to support ATBID and its members in all capacities to execute the plans and attain goals, including and not limited to financial growth and laying the groundwork for future success
- Act as Destination Manager (DM) to guide the organization to develop and implement strategies to increase occupancy consistent with the annual goals and objectives established by the ATBID and its annual marketing plans
- Assist in creating ATBID policies and procedures

Expanded Scope of Work, in particular areas of support, includes the following:

Administrative:

- Communicate effectively with and between ATBID, City Council, Board of Supervisors, City and County liaison and staff, ATBID lodging properties, community leaders, and related tourism partners, as needed, to maintain strong internal and external relationships
- Develop and manage annual timeline and deliverables with the selected marketing firm
 - Communicate with the marketing firm, the vision of the ATBID, to assist in the execution of the marketing plan
 - Provided brand oversight to ensure consistent message and voice
 - Develop measurable criteria and benchmarks for monitoring the success of the ATBID and effectiveness of contracted vendors
 - Collaborate with the marketing firm to make community connections to support photography projects, videography projects, and public relations hosting
 - Represent the ATBID and its members by attending countywide events and related professional association meetings
 - Work with the City to manage timelines for the ATBID's annual renewal process

- Develop and implement communication tools so all members are informed of ATBID progress and programs
 - Reference the City's lodging records to maintain an accurate member inventory to include individual property contract information, property type, and unit count
 - Conduct annual site visits of all member properties and maintain regular communications with all members
- Monitor progress of website development and implementation updates to marketing firm including assisting with website maintenance and making updates as requested in the areas of lodging, restaurants, beverages, and attractions

Event Sponsorship Program:

- Manage event partnerships approved by the ATBID Board
 - Serve as primary point of contact for proposed events and the presentation of funding opportunities for ATBID consideration
 1. Communicate presentation requirements and timelines
 2. Schedule presentations as Board agenda capacity allows
 - Coordinate event recap presentations and schedule accordingly for ATBID Board meetings
 - Act as a liaison between the Board and event organizers to filter questions and requests
 - Execute promotional plans

Board Management & Coordination:

- Attendance at all meetings related to the ATBID, including monthly Board meetings and standing committee meetings and Atascadero City Council Meetings with ATBID related agenda items
 - Create and coordinate development of staff reports to supplement agenda packets
 - Prepare ATBID Board agenda and packets, and deliver digital copies to the Deputy City Manager for posting and distribution in accordance with Brown Act requirements. The Consultant will distribute digital copies of the agenda and agenda packets to the ATBID Board and provide hard copies to the Board members for each Board meeting.
 - Record and report regular and special ATBID Board meeting minutes

- Provide clear and concise recommendations to the ATBID Board resulting from ongoing communication about direction, opportunities, challenges, and progress
- Assist the Board in the selection, retention, and management of professional services and vendors

Financial Management:

- Partner with the marketing firm to prepare and present the budget, Year End Report, and annual marketing plans
- Oversee and review co-op and reactive opportunities and related expenditures.
- Adhere to City guidelines and submit monthly contractor fee invoice and expenses with back up each month.
- Maintain and provide timely budgets based on City provided receipts, and expenditure information, with monthly progress reports to the ATBID Board
 - Create and coordinate contracts for expenditures approved by the ATBID Board greater than \$30,000
 - Review all vendor invoices for accuracy and compliance with the budget

Tour and Travel:

- Promote the ATBID mission and goals by attending tour and travel related conferences or Tradeshows on behalf of Visit Atascadero
 - Manage conference registration, lodging, and travel
 - Prepare and coordinate necessary materials
 - Arrange and schedule tour operator appointments
 - Facilitate and lead meetings while recording notes on conversations to be later distributed to lodging stakeholders
 - Manage follow-up and leads generated from tour and travel related conferences or trade shows

Strategy:

- Take a visionary role in all activities and ensure ATBID actions are consistent with strategic goals and direction
- Champion change and innovation to encourage diverse thoughts and contributions
- Collaborate with local events and tourism partners to maximize the opportunity for members and identify sponsorship opportunities

Exhibit B

COMPENSATION AND METHOD OF PAYMENT

Consultant is to be compensated for services rendered upon presentation of an invoice on a monthly basis for Fees and Implementation Costs throughout the term of the Agreement with a not-to exceed cap of \$14,750.00 for partial fiscal year 2019/2020 and an annual not-to exceed cap of \$45,250.00 for fiscal year 2020/2021.

Upon approval from the City, the following other costs may be included in monthly billing for reimbursement provided the costs are within the not-to exceed caps identified above:

- Mileage at the federal reimbursement rate of \$0.575/mile
- Dining costs while traveling for City requirements
- Lodging costs while traveling for City requirements

Any additional services authorized by the City of Atascadero, not included in the scope of services as defined by this contract, must be approved in the form of a City of Atascadero **Change Order prior to performing** additional work. All additional work authorized by a City of Atascadero change order will be compensated at the same unit cost for the defined services as agreed to in the attached contract. Payment will be made within 30 days after receipt and approval of invoice.

Payments to the consultant in excess of the contract amount will not be made unless written authorization is executed prior to the date of the additional requested work. Any charges incurred outside of these contract terms will not be authorized for payment.

The City reserves the right to inspect the Consultant's financial records. The Consultant may have up to 48 hours to present their financial records if requested.

Big Red Marketing



Amanda Diefenderfer, Proprietress

Exhibit C INSURANCE REQUIREMENTS

The Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, employees, or subconsultants.

Minimum Scope of Insurance. Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001).
2. Insurance Services Office form number CA 0001 (Ed. 1/87) covering Automobile Liability, code 1 (any auto).
3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.
4. Errors and Omissions Liability insurance as appropriate to the consultant's profession.

Minimum Limits of Insurance. Consultant shall maintain limits no less than:

1. General Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.
3. Employer's Liability: \$1,000,000 per accident for bodily injury or disease.
4. Errors and Omissions Liability: \$1,000,000 per occurrence.

Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials, employees and volunteers; or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

Other Insurance Provisions. The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. The City, its officers, officials, employees, agents and volunteers are to be covered as insureds as respects: liability arising out of activities performed by or on behalf of the Consultant; products and completed operations of the Consultant; premises owned, occupied or used by the Consultant; or automobiles owned, leased, hired or borrowed by the Consultant. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, official, employees, agents or volunteers.
2. For any claims related to this project, the Consultant's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, agents or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.
3. The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
4. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City.

Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII.

Additional Insured: The City of Atascadero will need to be added to the policy as Additional Insured by endorsement, adding the City's name to the Certificate of Insurance is not sufficient and will not be accepted.

Verification of Coverage. Consultant shall furnish the City with a certificate of insurance showing maintenance of the required insurance coverage. Original endorsements effecting general liability and automobile liability coverage required by this clause must also be provided. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements are to be received and approved by the City before work commences.