

**AGREEMENT  
FOR  
TOURISM PROMOTION AND BUSINESS ASSISTANCE SERVICES**

THIS AGREEMENT is made and entered into on July 1, 2005 by and between the City of Lompoc, a California municipal corporation ("CITY"), and the Lompoc Valley Chamber of Commerce and Visitor's Bureau, a California non-profit corporation ("CHAMBER"), with reference to the following facts:

**A.** CITY desires to promote the City of Lompoc as a tourism destination, and desires that all local business owners and entrepreneurs are provided with timely information regarding the establishment and expansion of local businesses, thereby enhancing the general state of the local economy;

**B.** Government Code Section 37110 authorizes the expenditure of monies accruing to the General Fund for promotion of the City;

**C.** CHAMBER is organized and equipped to carry out the promotional, tourism, and business assistance activities desired by CITY, and has special local knowledge, expertise, skill, and facilities for promotional work; and,

**D.** CITY desires to retain Chamber to secure performance of tourism promotion and business assistance services.

NOW, THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

**1. ADMINISTRATION.** This Agreement shall be administered by the City Administrator, or his/her designee, for CITY; and by the President/CEO, or his/her designee, for the CHAMBER.

2. **SCOPE OF SERVICES AND COMPENSATION.** During the term of this Agreement, CHAMBER shall perform the following services in fulfillment of this Agreement:

A. Tourism Advertising:

Compensation: \$37,500.

Method of Payment: Reimbursement upon presentation and City approval of receipt from or check made to third party, accompanied by a copy of the advertisement.

Placements per year:

1 1/3 pg.	California Official Visitors Guide	\$ 9,500
1 1/3 pg.	SBCO Visitor's Guide	3,000
6 4" ad	Sunset Magazine	14,500
1 1/6 pg.	Touring Cal Central Coast	2,500
<u>2 1/6 pg.</u>	<u>Westways Magazine</u>	<u>6,000</u>
11		\$35,500
	Contingency	<u>2,000*</u>
<b>Total</b>		<b>\$37,500</b>

\*The Contingency shall be used only for additional placements or increases in advertising rates, but only after consultation and approval of the City Administrator or designee. No portion of this Advertising expense shall be used for CHAMBER personnel expenses or any other purpose other than advertising. CHAMBER shall take every opportunity to receive any cost break or discount offered by a publication so as to maximize the number and size of placements.

B. Tourism Promotion and Business Assistance Services:

Compensation: \$105,000.

Method of Payment: CHAMBER shall be paid \$8,750 at the beginning of each month of the term of this Agreement.

The following Tourism Promotion Services shall be provided by CHAMBER on an annual basis:

1. Answer all telephone calls requesting general visitor information, local event information, points of interest, accommodations, and attractions.
2. Maintain and update the CHAMBER's Web site and respond appropriately to all e-mail messages transmitted.

3. Print, in such quantity as to meet demand, information about the community, local events, points of interest, accommodations, and attractions, and distribute as requested. Minimum distribution of materials shall be as follows:

<i>Lompoc Valley Magazine</i>	2,000
City maps	15,000
Events Calendar	10,000
Flower Field Map	10,000
Four-color general community brochure	15,000
Lodging and dining guides	15,000
Misc. info including, but not limited to, brochures promoting local attractions (Museum, Mission, Murals, Historical Society, etc.)	5,000

4. Fill and maintain a network of a minimum of 12 off-site locations for the distribution of brochures. These locations shall include the premises of Chamber Members, nonmembers of the Chamber and tourist destinations including but not limited to the Chambers of Commerce of Buellton, Guadalupe, Santa Maria, Santa Barbara, Goleta, and Solvang. Other locations may include:

- a. Cypress Art Gallery
- b. La Purisima Mission
- c. Lompoc Airport
- d. Lompoc Valley Lodging Establishments
- e. Lompoc Museum
- f. Lompoc Valley Historical Society
- g. Vandenberg AFB Family Support Center
- h. Vandenberg AFB Contractors
- i. WSD Ceramics
- j. Alfie's Restaurant
- k. Pea Soup Andersen's Best Western – Buellton
- l. Tower Property Management

5. Provide a minimum of 25 step-on guide tours for tour buses visiting the Lompoc Valley.
6. Provide on-site greeting and volunteer staff for the street level desk of the CHAMBER's location at 111 S. "I" Street. Such staff shall be present, at a minimum, from 10:00 AM to 2:00 PM, Mondays through Saturdays.
7. Provide at least one company familiarization tour for representatives of filming companies.
8. Supply, as needed, information and photographs about the Lompoc Valley to travel writers.

9. Coordinate and manage, at minimum, the following events:

- a. Brushes & Blues
- b. Cinco de Mayo
- c. Olde Towne Market (Fridays, July 8-September 2, 2005)
- d. Farmers Market (Fridays throughout the year)

Business Assistance Services shall be provided continually over the length of the contract, as follows:

1. Provide business plan, marketing, and other business information to start-up and existing businesses as requested.
2. Coordinate and advertise the on-site consultation services and seminars of Mission Community Services Corporation (MCSC).
3. Provide a business resource library, including internet connection, for the research of business-related topics and information.

All services shall be provided to the general public without charge or offset and without regard to Chamber affiliation.

Additionally, the Chamber shall serve as a host venue for Friends of Vandenberg, a regional organization to support the missions at VAFB.

**3. REPORTING REQUIREMENTS.** CHAMBER shall provide CITY with two reports; not later than January 10, 2006 and July 10, 2006.

The reports shall be presented in a form determined by CITY. At a minimum, the report shall document the activities performed by the Chamber during the reporting period and will specifically document the following:

1. The number of advertising placements made;
2. The number of calls for tourism information received;
3. The number of Web-site hits;
4. The number of literature pieces distributed;
5. The number of step-on guide tours provided;
6. Detailed descriptions of events coordinated and managed by CHAMBER;
7. The number of calls for business information received;
8. The number of MCSC seminars conducted;
9. The number of on-site MCSC consultations conducted; and
10. A comprehensive budget including a detailed and itemized list of expenses that have been charged against the monthly payment received by CITY and CHAMBER's contribution to the expense item.

**4. FAILURE TO MEET MINIMUM REQUIREMENTS.** Should CHAMBER fail to fulfill the minimum requirements of the Agreement, or to otherwise comply with any provision of this Agreement, the matter shall be investigated by the City Economic Development Coordinator. The City Administrator, or his/her designee, shall make a recommendation to the Lompoc City Council as to the remedy for breach of this Agreement. The breach may be cured by reasonable substitution of services provided, by reimbursement of a portion of the fee paid by CITY to CHAMBER, or by other such remedy as the City Council may reasonably require. CITY and CHAMBER agree that the decision of the City Council shall be final and conclusive.

**5. TERM OF AGREEMENT.** This Agreement commences on July 1, 2005 and terminates on June 30, 2006, unless earlier terminated as provided in Section 6, below.

**6. TERMINATION OF AGREEMENT.** If CHAMBER fails to fulfill in a timely and professional manner any obligation under this Agreement, or if City Council so desires, with or without cause, after a legally-noticed public hearing, CITY may terminate this Agreement effective immediately upon CITY's giving written notice thereof to CHAMBER. Upon such termination, on CITY's demand, CHAMBER shall promptly reimburse CITY on a pro-rata basis for any unearned portion of the monthly payment.

**7. PROMOTIONAL MATERIALS.** Copies of promotional materials, visitor guides, maps, and media advertisements developed in conjunction with this Agreement shall be provided to CITY in reasonable numbers upon request.

**8. ACCOUNTING.** CHAMBER shall establish and maintain on a current basis an adequate accounting system, in accordance with generally accepted accounting principles and standards, for the accounting of all Agreement-related funds.

**9. AGREEMENT EVALUATION AND REVIEW.** CHAMBER shall make available for inspection, by authorized CITY personnel, financial and all other records pertaining to the performance of this Agreement, and allow said personnel to inspect and monitor its facilities and program operations.

**10. INSURANCE.** CHAMBER shall procure and maintain for the duration of this Agreement adequate insurance against claims for personal injury, bodily injury, and property damage that may arise from or in connection with the performance of the work hereunder by the CHAMBER, its agents, representatives, employees, subcontractors, or volunteers.

A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

- (1) Insurance Services Office Commercial General Liability coverage (occurrence from 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.

B. Minimum Limits of Coverage

CHAMBER shall maintain coverage limits not less than:

- (1) General Liability: **\$1,000,000** per occurrence for bodily injury, personal injury, or property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this Agreement or the general aggregate limit shall be \$2,000,000.
- (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.

C. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions shall be declared to and approved by CITY. At the option of CITY, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects CITY, its officers, officials, employees, and volunteers; or the CHAMBER shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

D. 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, and volunteers are to be covered as insureds with respect to liability arising out of automobiles owned, leased, hired, or borrowed by or on behalf of the CHAMBER, and with respect to liability arising out of work or operations performed by or on behalf of the CHAMBER including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage may be provided in the form of an endorsement to the CHAMBER's policy, or as a separate owner's policy.
- (2) For any claims arising from this Agreement, the CHAMBER's insurance coverage shall be primary insurance as respects the CITY, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the CITY, its officers, officials, employees, or volunteers shall be excess of the CHAMBER's insurance and shall not contribute with it.

(3) Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled or substantially reduced by either party, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the CITY.

(4) Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under California Civil Code Section 2782(b).

E. Acceptability of Insurers

Insurance shall be placed with insurers with a current A.M. Best's rating of at least A:VII.

F. Verification of Coverage

CHAMBER shall furnish the CITY with original certificates and amendatory endorsements effecting coverage required by this Agreement, in a form acceptable to the City Attorney. All certificates and endorsements are to be received and approved by the CITY before July 1, 2005. The CITY reserves the right at any time to require complete, certified copies of all required insurance policies, including endorsements, effecting the coverage required by this Agreement.

G. Subcontractors

CHAMBER shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage and other requirements for subcontractors shall be subject to all of the requirements stated herein for CHAMBER.

**11. INDEMNIFICATION.** The CHAMBER agrees to indemnify, defend and save harmless, CITY, its agents, officers, employees, and volunteers from and against any and all liability, expense (including defense costs and attorneys' fees) and claims for damages of any nature whatsoever, including but not limited to bodily injury, death, personal injury, or property damage arising from or connected with the CHAMBER's operations, or its services, hereunder.

**12. DISCRIMINATION.** No person shall, on the grounds of race, sex, creed, color, religion, national origin, handicap, or disability, be excluded from participation in, refused the benefits of, or otherwise subjected to discrimination in any activities, programs, or employment supported by this Agreement.

**13. ASSURANCES.** CHAMBER hereby assures and certifies that it will comply with all applicable Federal, State, and local laws as they relate to acceptance and use of CITY funds for this program and to CHAMBER's performance of this Agreement.

**14. NOTICES.** All notices, reports, and statements shall be given in writing and served personally or by first class mail.

To CHAMBER:

President/CEO  
Lompoc Valley Chamber of Commerce and Visitor's Bureau  
111 South I Street  
Lompoc, CA 93436

To CITY:

Lompoc City Administrator  
City of Lompoc  
100 Civic Center Plaza  
Lompoc, CA 93438

**15. ASSIGNMENT.** This agreement is not assignable by CHAMBER without the express written advance consent of CITY. Any attempt by CHAMBER to assign any performance of the terms of this Agreement shall render this Agreement null and void.

**16. INDEPENDENT CONTRACTOR.** In the performance of this Agreement, each party will be acting in an independent capacity and not as agents, employees, partners, joint venturers, or associates of the other party. The employees or agents of one party shall not be deemed or construed to be the agents or employees of the other party for any purpose whatsoever.

**17. REPORTS AND RECORDS.** CHAMBER agrees to prepare and submit financial, program progress, monitoring, evaluation, and other reports as such reports are described herein, as may be reasonably requested of CHAMBER by the City Economic Development Coordinator.

**18. ATTORNEY FEES.** In the event of any litigation to enforce or construe the terms of this Agreement, the prevailing party therein shall be entitled to recover reasonable attorney's fees and costs, including fees and costs of work performed by in-house counsel.

**19. SECTION HEADINGS.** The section headings appearing herein by reference are deemed to be in conflict, the provision of this Agreement shall prevail.

**20. INTERPRETATION.** The terms and conditions of this Agreement shall be construed pursuant to their plain and ordinary meaning and shall not be interpreted against the maker by virtue of that party having drafted the Agreement.

IN WITNESS WHEREOF, CITY and CHAMBER hereby execute this Agreement through its respective authorized officers as though such had executed the Agreement on the date, month, and year first above written.



**CITY OF LOMPOC, a California  
Municipal Corporation**

By: \_\_\_\_\_  
Dick DeWees, Mayor

**LOMPOC VALLEY CHAMBER OF  
COMMERCE AND VISITORS  
BUREAU, a California non-profit  
Corporation**

By: \_\_\_\_\_  
Bill Reardon  
Chamber Chairman of the Board of  
Directors

By: \_\_\_\_\_  
C. Dennis Anderson  
President/CEO

ATTEST:

\_\_\_\_\_  
Jane C. Green, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Sharon D. Stuart, City Attorney



CITY OF LOMPOC  
 LompoC Valley Chamber of Commerce & Visitors Bureau  
 CONTRACT FOR PROMOTIONAL SERVICES BUDGET  
 2005/2006 Contract Period

Business Assistance Services		\$2,500
Brochure Production & Printing		8,450
Postage		8,500
Salaries/Taxes/Benefits		63,000
Operations		<u>22,550</u>
	Total	\$105,000
 Advertising		 \$37,500