STAFF REPORT
CITY OF SOLANA BEACH

TO: Honorable Mayor and City Councilmembers
FROM: David Ott, City Manager
MEETING DATE: July 8, 2009
ORIGINATING DEPT: City Manager's Office
SUBJECT: Chamber of Commerce Visitor Center Agreement

BACKGROUND:
The Chamber of Commerce (Chamber) and the City of Solana Beach have a mutually beneficial interest in the promotion and marketing of the City to the general public. Accordingly, the City includes an amount in its annual budget that subsidizes the operations of the Visitor Center which directly benefits the City. This item is brought before you for the purpose of renewing the attached agreement (Attachment 1) with the Chamber of Commerce to operate the Solana Beach Visitor Center.

DISCUSSION:
The City has been contractually providing funding of $15,000 annually to the Chamber to operate the Visitor Center since 1999. The last time the agreement was executed was on December 12, 2005 with a term until June 30, 2006. Council approved an extension of the agreement through June 30, 2009 with a payment to the Visitor Center of $7,500.

The agreement states the Chamber shall utilize City funding to partially offset the cost of operating the Visitor Center, shall manage the Center, and furnish marketing for Solana Beach attractions, lodging, and hospitalities by providing information and assistance to visitors and tourists with the goal of increasing travel and tourism to the City. To meet this end, the Visitor Center sells maps, postcards, decals, t-shirts, and license plate frames, as well as snacks, sundries, and tickets to local attractions.

Staff met with the Chamber in June 2009 to discuss the agreement and hours of operation. The previous contract stated the hours of operation are as follows:

During the summer months from Memorial Day until after Labor Day the Visitor Center shall be open during normal business hours (10:00 am - 6:00 pm) with the exception of Federal/State holidays that are observed by the City. During the offseason (after Labor Day and up to Memorial Day), the

CITY COUNCIL ACTION:

AGENDA ITEM
C.5.
Visitor Center will be opened only on Friday, Saturday, and Sunday (10:00 am - 4:00 pm).

The revised agreement reads:

During the summer months from Memorial Day until Labor Day the Visitor Center shall be open on Wednesday, Thursday, Friday, Saturday, and Sunday from 9:30 am - 6:00 pm with a half-hour meal break from 1:30 pm to 2:00 pm, with the exception of Federal/State holidays that are observed by the City. During the offseason, from Labor Day and up to Memorial Day, the Visitor Center will be opened on Thursday, Friday, Saturday, and Sunday from 11:00 am - 5:00 pm with no meal break.

Other changes made to the agreement include:
- The Chamber will notify the City prior to making a decision to close the Visitor Center should an abnormal circumstance arise instead of waiting until two consecutive days of closure.
- Both parties will have sixty (60) days to terminate the contract in writing, previously only the City could terminate the contract.
- If the Chamber incurs unexpected costs, the City may enter into discussions to potentially renegotiate the terms of this agreement.

CEQA COMPLIANCE STATEMENT:
Not a project as defined by CEQA.

FISCAL IMPACT:
City financial assistance to the Chamber of Commerce of $15,000 would be from the current Coastal Business/Visitors’ budget (250.5500.5570.6532).

WORKPLAN:  N/A

OPTIONS:
- Approve staff recommendation
- Approve staff recommendation with alternative amendments / modifications
- Deny staff recommendation

DEPARTMENT RECOMMENDATION:
Staff recommends that the City Council:

1. Authorize the City Manager to execute the agreement between the City and the Solana Beach Chamber of Commerce on behalf of the City, and

2. Adopt Resolution No. 2009-083 (Attachment 2), authorizing funding in the amount of $15,000 with the Solana Beach Chamber of Commerce for operation of the Visitor Center.
CITY MANAGER'S RECOMMENDATION:
Approve Department Recommendation.

David Ott, City Manager

Attachment:

1. Professional Services Agreement – Chamber of Commerce
2. Resolution 2009-083
City of Solana Beach

PROFESSIONAL SERVICES AGREEMENT
FOR VISITOR CENTER OPERATIONS

THIS professional services agreement ("AGREEMENT") is made and entered into this _____ day of ____________, 2009 by and between the CITY OF SOLANA BEACH, a municipal corporation ("CITY"), and the SOLANA BEACH CHAMBER OF COMMERCE, ("CHAMBER") (collectively "PARTIES").

WHEREAS, The CITY desires for the CHAMBER to promote the City of Solana Beach ("PROFESSIONAL SERVICES") by operating the City of Solana Beach Visitor's Center ("PROJECT"); and

WHEREAS, The CITY has determined that CHAMBER is qualified by experience and ability to perform the services desired by CITY, and CHAMBER is willing to perform such services; and

WHEREAS, CHAMBER will conduct all the work as described and detailed in this AGREEMENT to be provided to the CITY.

NOW, THEREFORE, the PARTIES hereto mutually covenant and agree with each other as follows:

1. PROFESSIONAL SERVICES.

1.1. Scope of Services. The CHAMBER shall perform the PROFESSIONAL SERVICES as set forth in the written Scope of Services, attached as Exhibit "A" Scope of Services and Fee, at the direction of the CITY. CITY shall provide CHAMBER access to appropriate staff and resources for the coordination and completion of the projects under this AGREEMENT.

1.2. Project Coordinator. The Deputy City Manager is hereby designated as the Project Coordinator for CITY and will monitor the progress and execution of this AGREEMENT. CHAMBER shall assign a single Project Director to provide supervision and have overall responsibility for the progress and execution of this AGREEMENT for CHAMBER. The Executive Director is hereby designated as the Project Director for CHAMBER.

1.3. City Modification of Scope of Services. CITY may order changes to the Scope of Services within the general scope of this AGREEMENT consisting of additions, deletions, or other revisions. If such changes cause a change in the CHAMBER'S cost of, or time required for, completion of the Scope of Services, an equitable adjustment to CHAMBER'S compensation and/or contract time shall be made, subject to the CITY'S approval. All such changes shall be authorized in writing, executed by CHAMBER and CITY.

ATTACHMENT 1
2. DURATION OF AGREEMENT.

2.1 Term. The term of this AGREEMENT shall be applicable beginning from the date of execution of the AGREEMENT through July 30, 2010. Time is of the essence in the performance of work under this AGREEMENT, unless otherwise specified.

2.2 Extensions. If marked, the CITY shall have the option to extend the AGREEMENT for four (4) additional one (1) year periods or parts thereof for an amount not to exceed fifteen thousand dollars ($15,000) per AGREEMENT year. Extensions shall be in the sole discretion of the City Manager and shall be based upon CHAMBER’S satisfactory past performance, CITY needs, and appropriation of funds by the City Council. The CITY shall give written notice to CHAMBER prior to exercising the option.

2.3 Delay. Any delay occasioned by causes beyond the control of CHAMBER may merit an extension of time for the completion of the Scope of Services. When such delay occurs, CHAMBER shall immediately notify the Project Coordinator in writing of the cause and the extent of the delay, whereupon the Project Coordinator shall ascertain the facts and the extent of the delay and grant an extension of time for the completion of the PROFESSIONAL SERVICES when justified by the circumstances.

2.4 City’s Right to Terminate for Default. Should CHAMBER be in default of any covenant or condition hereof, CITY may immediately terminate this AGREEMENT for cause if CHAMBER fails to cure the default within ten (10) calendar days of receiving written notice of the default.

2.5 Right to Terminate without Cause. Either Party may terminate this AGREEMENT without cause by giving the other Party sixty (60) days written notice. Unless, in default of this Agreement, the CHAMBER shall be compensated for all effort and material expended on behalf of CITY under the terms of this AGREEMENT up to the effective date of termination.

2.6 Disposition of Unclaimed Property. All personal property remaining in CITY facilities or on CITY property thirty (30) days after the expiration or termination of this AGREEMENT shall be, at CITY’s election, considered the property of CITY.

2.7 Renegotiation of Agreement. In the event that the CHAMBER incurs unexpected costs under this AGREEMENT, upon notice to the CITY, the CITY may enter into discussions with the CHAMBER to potentially renegotiate the terms of this AGREEMENT.
3. COMPENSATION.

3.1. **Total Amount.** The total cost for all work described in the Scope of Services and Fee (Exhibit “A”) shall not exceed fifteen thousand dollars ($15,000.00) without prior written authorization from CITY. CHAMBER shall bill the CITY for work in accordance with the terms outlined in Exhibit “A” Scope of Services and Fee.

3.2. **Additional Services.** CITY may, as the need arises or in the event of an emergency, request additional services of CHAMBER. Should such additional services be required, CITY and CHAMBER shall agree to the cost prior to commencement of these services.

3.3. **Costs.** Any costs billed to the City shall be in accordance with any terms negotiated and incorporated herein as part of Exhibit “A” Scope of Services and Fee.

4. **INDEPENDENT CONTRACTOR.** CHAMBER is, for all purposes arising out of this AGREEMENT, an independent contractor. The CHAMBER has and shall retain the right to exercise full control and supervision of all persons assisting the CHAMBER in the performance of said services hereunder, the CITY only being concerned with the finished results of the work being performed. Neither CHAMBER nor CHAMBER’s employees shall in any event be entitled to any benefits to which CITY employees are entitled, including, but not limited to, overtime, retirement benefits, workers’ compensation benefits, injury leave or other leave benefits. CHAMBER is solely responsible for all such matters, as well as compliance with social security and income tax withholding and all other regulations and laws governing such matters.

5. **STANDARD OF PERFORMANCE.** While performing the PROFESSIONAL SERVICES, CHAMBER shall exercise the reasonable professional care and skill customarily exercised by reputable members of CHAMBER’S profession practicing in the metropolitan Southern California Area, and will use reasonable diligence and best judgment while exercising its professional skill and expertise.

6. **AUDIT OF RECORDS.**

6.1. At any time during normal business hours and as often as may be deemed necessary the CHAMBER shall make available to a representative of CITY for examination all of its records with respect to all matters covered by this AGREEMENT and shall permit CITY to audit, examine and/or reproduce such records. CHAMBER shall retain such financial and program service records for at least four (4) years after termination or final payment under this AGREEMENT.

6.2. The CHAMBER shall include the CITY’S right under this section in any and all of their subcontracts, and shall ensure that these sections are binding upon all subcontractors.
7. **CONFIDENTIALITY.** All professional services performed by CHAMBER, including but not limited to all drafts, data, correspondence, proposals, reports, research and estimates compiled or composed by CHAMBER, pursuant to this AGREEMENT, are for the sole use of the CITY, its agents and employees. Neither the documents nor their contents shall be released to any third party without the prior written consent of the CITY. This provision does not apply to information that (a) was publicly known, or otherwise known to CHAMBER, at the time that it was disclosed to CHAMBER by the CITY, (b) subsequently becomes publicly known through no act or omission of CHAMBER or (c) otherwise becomes known to CHAMBER other than through disclosure by the CITY. Except for any subcontractors that may be allowed upon prior agreement, neither the documents nor their contents shall be released to any third party without the prior written consent of the CITY. The sole purpose of this section is to prevent disclosure of CITY’s confidential and proprietary information by CHAMBER or subcontractors.

8. **CONFLICTS OF INTEREST.**

8.1. CHAMBER shall at all times comply with all federal, state and local conflict of interest laws, regulations, and policies applicable to public contracts and procurement practices, including but not limited to California Government Code §§ 81000 et seq. (Political Reform Act) and §§ 1090 et seq. CHAMBER shall immediately disqualify itself and shall not use its official position to influence in any way any matter coming before the CITY in which the CHAMBER has a financial interest as defined in Government Code § 87103. CHAMBER represents that it has no knowledge of any financial interests which would require it to disqualify itself from any matter on which it might perform services for the CITY.

8.2. If, in performing the PROFESSIONAL SERVICES set forth in this AGREEMENT, the CHAMBER makes, or participates in, a “governmental decision” as described in Title 2, section 18701(a)(2) of the California Code of Regulations, or performs the same or substantially all the same duties for the CITY that would otherwise be performed by a CITY employee holding a position specified in the department’s conflict of interest code, the CHAMBER shall be subject to a conflict of interest code requiring the completion of one or more statements of economic interests disclosing the CHAMBER’s relevant financial interests.

8.3. □ If checked, the CHAMBER shall comply with all of the reporting requirements of the Political Reform Act. Specifically, the CHAMBER shall file a Fair Political Practices Commission Form 700 (Assuming Office Statement) within thirty (30) calendar days of the CITY’s determination that the CHAMBER is subject to a conflict of interest code. The CHAMBER shall also file a Form 700 (Annual Statement) on or before April 1 of each year of the agreement, disclosing any financial interests held during the previous calendar year for which the CHAMBER was subject to a conflict of interest code.
9. DISPOSITION AND OWNERSHIP OF DOCUMENTS.

9.1. All documents, data, studies, drawings, maps, models, photographs and reports prepared by CHAMBER under this AGREEMENT, whether paper or electronic, shall become the property of CITY for use with respect to this PROJECT, and shall be turned over to the CITY upon completion of the PROJECT or any phase thereof, as contemplated by this AGREEMENT.

9.2. Contemporaneously with the transfer of documents, the CHAMBER hereby assigns to the CITY and CHAMBER hereby expressly waives and disclaims, any copyright in, and the right to reproduce, all written material, drawings, plans, specifications or other work prepared under this agreement, except upon the CITY's prior authorization regarding reproduction, which authorization shall not be unreasonably withheld. The CHAMBER shall, upon request of the CITY, execute any further document(s) necessary to further effectuate this waiver and disclaimer.

10. INSURANCE

10.1. CHAMBER shall procure and maintain for the duration of the AGREEMENT 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 and the results of that work by the CHAMBER, their agents, representatives, employees or subcontractors. Insurance shall be placed with insurers with a current A.M. Best’s rating of no less than “A” and “VII” unless otherwise approved in writing by the CITY’s Risk Manager.

10.2. CHAMBER’s liabilities, including but not limited to CHAMBER’s indemnity obligations, under this AGREEMENT, shall not be deemed limited in any way to the insurance coverage required herein. All policies of insurance required hereunder must provide that the CITY is entitled to thirty (30) days prior written notice (ten (10) days for cancellation due to non-payment of premium) of cancellation or non-renewal of the policy or policies. Maintenance of specified insurance coverage is a material element of this AGREEMENT.

10.3. Types and Amounts Required. CHAMBER shall maintain, at minimum, the following insurance coverage for the duration of this AGREEMENT:

10.3.1. Commercial General Liability (CGL). If checked the CHAMBER shall maintain CGL Insurance written on an ISO Occurrence form or equivalent providing coverage at least as broad which shall cover liability arising from any and all personal injury or property damage in the amount of $1,000,000.00 per occurrence and subject to an annual aggregate of $2,000,000.00. There shall be no endorsement or modification of the CGL limiting the scope of coverage for either insured vs. insured claims or contractual liability. All defense costs shall be outside the limits of the policy.
10.3.2. **Commercial Automobile Liability.** If checked the CHAMBER shall maintain Commercial Automobile Liability Insurance for all of the CHAMBER’s automobiles including owned, hired and non-owned automobiles, automobile insurance written on an ISO form CA 00 01 12 90 or a later version of this form or an equivalent form providing coverage at least as broad for bodily injury and property damage for a combined single limit of $1,000,000.00 per occurrence. Insurance certificate shall reflect coverage for any automobile (any auto).

10.3.3. **Workers’ Compensation.** If checked the CHAMBER shall maintain Worker’s Compensation insurance for all of the CHAMBER’s employees who are subject to this AGREEMENT and to the extent required by applicable state or federal law, a Workers’ Compensation policy providing at minimum $1,000,000.00 employers’ liability coverage. The CHAMBER shall provide an endorsement that the insurer waives the right of subrogation against the CITY and its respective elected officials, officers, employees, agents and representatives.

10.3.4. **Professional Liability.** If checked the CHAMBER shall also maintain Professional Liability (errors and omissions) coverage with a limit of $1,000,000 per claim and $2,000,000 annual aggregate. The CHAMBER shall ensure both that (1) the policy retroactive date is on or before the date of commencement of the Scope of Services; and (2) the policy will be maintained in force for a period of three years after substantial completion of the Scope of Services or termination of this AGREEMENT whichever occurs last. The CHAMBER agrees that for the time period defined above, there will be no changes or endorsements to the policy that increase the CITY’s exposure to loss. All defense costs shall be outside the limits of the policy.

10.4. **Deductibles and Self-Insured Retentions.** Any deductibles or self-insured retentions are the responsibility of the CHAMBER and must be declared to and approved by the CITY. At the option of the CITY, either (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the CITY, its officers, officials, employees and volunteers, or (2) the CHAMBER shall provide a financial guarantee satisfactory to the CITY guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

10.5. **Additional Required Provisions.** The commercial general liability and automobile liability policies shall contain, or be endorsed to contain, the following provisions:

10.5.1. The CITY, its officers, officials, employees, and representatives shall be named as additional insureds. The CITY’s Additional Insured status must be reflected on additional insured endorsement form (20 10 1185 or 20 10 1001 and 20 37 1001) which shall be submitted to the CITY.

10.5.2. The policies are primary and non-contributory to any insurance that may be carried by the CITY, as reflected in an endorsement which shall be submitted to the CITY.
10.6. Verification of Coverage. CHAMBER shall furnish the CITY with original certificates and amendatory endorsements effecting coverage required by this Section 10. The endorsement should be on forms provided by the CITY or on other than the CITY’s forms provided those endorsements conform to CITY requirements. All certificates and endorsements are to be received and approved by the CITY before work commences. The CITY reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

11. INDEMNIFICATION. CHAMBER agrees to indemnify, defend, and hold harmless the CITY, and its officers, officials, agents and employees from any and all claims, demands, costs or liability that arise out of, or pertain to, or relate to the negligence, recklessness, or willful misconduct of CHAMBER, its employees, agents, and subcontractors in the performance of services under this AGREEMENT. CHAMBER's duty to indemnify under this section shall not include liability for damages for death or bodily injury to persons, injury to property, or other loss, damage or expense arising from the sole negligence or willful misconduct by the CITY. CHAMBER's indemnification obligations shall not be limited by the insurance provisions of this AGREEMENT. The PARTIES expressly agree that any payment, attorney's fees, costs or expense CITY incurs or makes to or on behalf of an injured employee under the CITY's self-administered workers' compensation is included as a loss, expense, or cost for the purposes of this section, and that this section will survive the expiration or early termination of this AGREEMENT.

12. SUBCONTRACTORS.

12.1. The CHAMBER's hiring or retaining of third parties (i.e. subcontractors) to perform services related to the PROJECT is subject to prior approval by the CITY.

12.2. All contracts entered into between the CHAMBER and its subcontractor shall also provide that each subcontractor shall obtain insurance policies which shall be kept in full force and effect during any and all work on this PROJECT and for the duration of this AGREEMENT. The CHAMBER shall require the subcontractor to obtain, all policies described in Section 10 in the amounts required by the CITY, which shall not be greater than the amounts required of the CHAMBER.

12.3. In any dispute between the CHAMBER and its subcontractor, the CITY shall not be made a party to any judicial or administrative proceeding to resolve the dispute. The CHAMBER agrees to defend and indemnify the CITY as described in Section 11 of this Agreement should the CITY be made a party to any judicial or administrative proceeding to resolve any such dispute.

13. NON-DISCRIMINATION. CHAMBER shall not discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status,
sex, age, or sexual orientation. CHAMBER agrees to post in conspicuous places available to employees and applicants for employment any notices provided by CITY setting forth the provisions of this non-discrimination clause.

14. NOTICES. All communications to either party by the other party shall be delivered to the persons listed below. Any such written communications by mail shall be conclusively deemed to have been received by the addressee five (5) calendar days after the deposit thereof in the United States mail, postage prepaid and properly addressed as noted below.

Wendé Protzman,                  Executive Director
Deputy City Manager \                             210 West Plaza
City of Solana Beach           \                       P.O. Box 623
635 S. Highway 101             \                           Solana Beach, CA 92075
Solana Beach, CA 92075

15. ASSIGNABILITY. This AGREEMENT and any portion thereof shall not be assigned or transferred, nor shall any of the CHAMBER’s duties be delegated or sub-contracted, without the express written consent of the CITY.

16. RESPONSIBILITY FOR EQUIPMENT. CITY shall not be responsible nor held liable for any damage to persons or property consequent upon the use, misuse, or failure of any equipment used by CHAMBER or any of CHAMBER’s employees or subcontractors, even if such equipment has been furnished, rented, or loaned to CHAMBER by CITY. The acceptance or use of any such equipment by CHAMBER, CHAMBER’s employees, or subcontractors shall be construed to mean that CHAMBER accepts full responsibility for and agrees to exonerate, indemnify and hold harmless CITY from and against any and all claims for any damage whatsoever resulting from the use, misuse, or failure of such equipment.

17. CALIFORNIA LAW; VENUE. This AGREEMENT shall be construed and interpreted according to the laws of the State of California. Any action brought to enforce or interpret any portion of this AGREEMENT shall be brought in the county of San Diego, California. CHAMBER hereby waives any and all rights it might have pursuant to California Code of Civil Procedure § 394.

18. COMPLIANCE WITH LAWS. The CHAMBER shall comply with all laws, ordinances, regulations, and policies of the federal, state, and local governments applicable to this AGREEMENT whether now in force or subsequently enacted. This includes maintaining a City of Solana Beach Business Certificate.

19. ENTIRE AGREEMENT. This AGREEMENT sets forth the entire understanding of the PARTIES with respect to the subject matters herein. There are no other understandings, terms or other agreements expressed or implied, oral or written, except as set forth herein. No change, alteration, or modification of the terms or conditions of this AGREEMENT, and no verbal understanding of the PARTIES, their
officers, agents, or employees shall be valid unless agreed to in writing by both PARTIES.

20. **NO WAIVER.** No failure of either the CITY or the CHAMBER to insist upon the strict performance by the other of any covenant, term or condition of this AGREEMENT, nor any failure to exercise any right or remedy consequent upon a breach of any covenant, term, or condition of this AGREEMENT shall constitute a waiver of any such breach of such covenant, term or condition.

21. **SEVERABILITY.** The unenforceability, invalidity, or illegality of any provision of this AGREEMENT shall not render any other provision unenforceable, invalid, or illegal.

22. **DRAFTING AMBIGUITIES.** The PARTIES agree that they are aware that they have the right to be advised by counsel with respect to the negotiations, terms and conditions of this AGREEMENT, and the decision of whether or not to seek advice of counsel with respect to this AGREEMENT is a decision which is the sole responsibility of each Party. This AGREEMENT shall not be construed in favor of or against either Party by reason of the extent to which each Party participated in the drafting of the AGREEMENT.

23. **CONFLICTS BETWEEN TERMS.** If an apparent conflict or inconsistency exists between the main body of this AGREEMENT and the Exhibits, the main body of this AGREEMENT shall control. If a conflict exists between an applicable federal, state, or local law, rule, regulation, order, or code and this AGREEMENT, the law, rule, regulation, order, or code shall control. Varying degrees of stringency among the main body of this AGREEMENT, the Exhibits, and laws, rules, regulations, orders, or codes are not deemed conflicts, and the most stringent requirement shall control. Each Party shall notify the other immediately upon the identification of any apparent conflict or inconsistency concerning this AGREEMENT.

24. **EXHIBITS INCORPORATED.** All Exhibits referenced in this AGREEMENT are incorporated into the AGREEMENT by this reference.
25. SIGNING AUTHORITY.

25.1. The representative for each Party signing on behalf of a corporation, partnership, joint venture or governmental entity hereby declares that authority has been obtained to sign on behalf of the corporation, partnership, joint venture, or entity and agrees to hold the other Party or PARTIES hereto harmless if it is later determined that such authority does not exist.

25.2. ☑ If checked, a proper notary acknowledgement of execution by CHAMBER must be attached.

IN WITNESS WHEREOF, the PARTIES hereto have executed this AGREEMENT the day and year first hereinabove written.

CITY of SOLANA BEACH, a municipal corporation

__________________________
City Manager, David Ott

SOLANA BEACH CHAMBER OF COMMERCE

__________________________
By: Signature

__________________________
Print Name, Title

ATTEST:

__________________________
City Clerk, Angela Ivey

APPROVED AS TO CONTENT:

__________________________
Deputy City Manager, Wendé Protzman

APPROVED AS TO FORM:

__________________________
City Attorney, Johanna N. Canlas
EXHIBIT “A”
SCOPE OF SERVICES AND FEE

Scope of Services

1. The CHAMBER, through the Visitor Center, shall endeavor to promote the City of Solana Beach with the goal of increasing travel and tourism to the CITY. The CHAMBER shall utilize City funding to partially offset the cost of operating the Visitor Center. Services provided by the CHAMBER shall include managing the Visitor Center, marketing Solana Beach attractions, lodging and hospitality by providing information and assistance to visitors and tourists. The CHAMBER shall also market the CITY and the business opportunities within the CITY.

2. The CHAMBER will provide adequate staffing at the Visitor Center to assure that visitors receive a warm friendly welcome.

3. During the summer months from Memorial Day until Labor Day the Visitor Center shall be open on Wednesday, Thursday, Friday, Saturday, and Sunday from 9:30 am - 6:00 pm, with a half-hour meal break between 1:30 pm and 2:00 pm, with the exception of Federal/State holidays that are observed by the City. During the off-season, from Labor Day and up to Memorial Day, the Visitors' Center will be opened on Thursday, Friday, Saturday, and Sunday from 11:00 am - 5:00 pm with no meal break.

4. The Executive Director shall retain reasonable discretion to close the Visitor Center under abnormal circumstances, but must notify the CITY prior to making this decision.

5. The CHAMBER will provide a variety of local area and regional facility guides, travel brochures, maps etc. at the Visitor Center to assist visitors and tourists.

6. The CHAMBER shall respond to mail and phone inquiries for tourist information. The CHAMBER shall respond in the most expedient and appropriate manner under the circumstances, by telephone, fax, hand delivery, or mail.

7. A financial and service report shall be due no later than February 28. The financial report shall contain a detailed accounting of how CITY monies were spent in support of the Visitor Center. The service report shall include the results of the Visitor Center assistance and information services.

Fee

1. Payment of the $15,000 shall be made in 2 (two) equal installments of $7,500. The first installment of $7,500 will be payable following the receipt of an invoice from the CHAMBER effective date of July 1 through 31. The second installment of $7,500 will be payable following the receipt of an invoice December 1 through
December 31. It is the responsibility of the CHAMBER to invoice the CITY when payment is due.

2. The CHAMBER’s financial records shall be made available to the CITY, for verification of expenses within five (5) working days of the CITY’s written request for inspection.

3. The CHAMBER shall provide a copy of the CHAMBER’s year-end financial statement no later than February 28. This requirement shall survive the expiration of the term of this AGREEMENT.
RESOLUTION 2009-083

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOLANA BEACH, CALIFORNIA, APPROVING AN AGREEMENT WITH THE SOLANA BEACH CHAMBER OF COMMERCE FOR THE OPERATION OF THE VISITOR CENTER FOR ONE YEAR

WHEREAS, the City of Solana Beach and the Chamber of Commerce have a mutually beneficial interest in the promotion and marketing of the City to the general public; and

WHEREAS, the City of Solana Beach has maintained a contract with the Chamber of Commerce to provide funding assistance for the Visitor Center; and

WHEREAS, it's in the City of Solana Beach's best interests to authorize an agreement with the Chamber of Commerce for the operation of the Visitor Center;

NOW, THEREFORE, the City Council of the City of Solana Beach, California, does resolve as follows:

1. That the above recitations are true and correct.

2. That $15,000 will be paid to the Solana Beach Chamber of Commerce for the period of July 1, 2009 thru June 30, 2010 for the operation of the Visitor Center.

3. That the City Manager is authorized to execute this agreement on behalf of the City of Solana Beach.

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PASSED AND ADOPTED this 8th day of July, 2009, at a regularly scheduled meeting of the City Council of the City of Solana Beach, California by the following vote:

AYES: Councilmembers –
NOES: Councilmembers –
ABSTAIN: Councilmembers –
ABSENT: Councilmembers –

______________________________
MIKE NICHOLS, Mayor

APPROVED AS TO FORM:

______________________________
JOHANNA N. CANLAS, City Attorney

ATTEST:

______________________________
ANGELA IVEY, City Clerk