

# Attachment 2

## AGREEMENT BETWEEN THE CITY OF EL PASO DE ROBLES AND THE PASO ROBLES WINE COUNTRY ALLIANCE FOR WINE INDUSTRY EDUCATION AND MARKETING SERVICES - FY 2024-25 & 2025-26

---

THIS AGREEMENT ("Agreement") is made and entered into this \_\_\_\_ day of \_\_\_\_ 2024 by and between the City of El Paso de Robles, a municipal corporation, hereafter referred to as the "CITY", and the Paso Robles Wine Country Alliance a 501c6 non-profit organization, hereinafter referred to as "PRWCA".

WHEREAS, the wine industry and the Paso Robles Wine Country Alliance are both integral to the continued economic success of Paso Robles, accounting for nearly 12,000 jobs in the Paso Robles region and over \$337M in wages paid. The sum of the direct, indirect and induced value of wine industry output for the Paso Robles AVA is \$1.09 billion annually; and

WHEREAS, PRWCA has experience together with available facilities and resources to provide wine industry education and marketing services that will enhance the economic vitality of Paso Robles; and

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

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

CITY and PRWCA hereby enter into this Agreement to set forth the terms and conditions relating to certain public relations services to be provided by the PRWCA.

- I. **PRWCA RESPONSIBILITIES.** The PRWCA shall provide and maintain programs that strengthen the long-term viability of the Paso Robles wine industry, thus enhancing the economic vitality of the CITY. Such services shall include, but are not limited to:
  - a. **Trade Outreach** - The PRWCA hosts wine buyers and sommeliers from around the country to increase the purchase of distributed Paso Robles wine and influence consumer purchasing behavior.
  - b. **Industry Education** - Monthly meetings and quarterly seminars provides local wine industry employees with new and improved skills which translates to improved quality in the vineyards, wineries and hospitality settings such as tasting rooms, restaurants and hotels.
  - c. **Wine-Specific Marketing** - The PRWCA's marketing program is dedicated to the promotion of Paso Robles as a producer of world-class wine and is distinct from the general destination marketing being done by other destination marketing organizations. The PRWCA's marketing plan includes out-of-county advertising, wine events, content marketing, social media, wine-oriented media

## Attachment 2

tours, a PR sampling program, and wine-related materials including the Paso Robles Wine Country Visitor's Guide and pasowine.com. This marketing strategy promotes the sale of Paso Robles bottled wine and grapes, as well as wine tourism, a key contributor to the strength of the Paso Robles economy.

- d. **Economic Development Collaboration** - The PRWCA is a key stakeholder in the City's economic development ecosystem. CITY is in the process of implementing its updated economic development strategic plan, which includes specific recommendations and actions to diversify and strengthen the Paso Robles economy. PRWCA agrees to assist CITY in carrying out objectives and action items contained within the plan. PRWCA commits to attend meetings, conferences, and other events where attendance is deemed essential to implementing the CITY's economic development strategy.

PRWCA will continue to align workplans with the Chamber of Commerce and Travel Paso to strategically develop complementary programs that increase and expand the economic base of Paso Robles.

- e. **Use of PRWCA Marketing Assets** - PRWCA commits to provide marketing materials and other assets at the request of the CITY at no additional cost for non-commercial use by the CITY. This includes, but is not limited to utilizing PRWCA assets, services, or industry partnerships to enhance marketing efforts at CITY facilities, public spaces and in other forms as mutually agreed upon.

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

- A. Disburse \$85,000 to cover services for the 2024-25 fiscal year payable upon the CITY's receipt of an invoice from PRWCA no sooner than December 30, 2024.
- B. Disburse \$85,000 to cover services for the 2025-26 fiscal year payable upon the CITY's receipt of an invoice from PRWCA no sooner than December 30, 2025.
- C. In the event that the City Council is compelled to reduce General Fund budget expenditures at any time during the term of this Agreement, the amount of the payments under this Agreement may need to be reduced, as determined by CITY. CITY shall notify PRWCA of any such reduction as early as is reasonably feasible and understands that any reduction in the CITY'S payment shall result in a proportionate reduction in PRWCA services provided under this Agreement and/or a modification to the PRWCA's budget.
- D. During the term of this Agreement, PRWCA shall make efforts to secure other sources of funding for its services in lieu of CITY funds in order to reduce reliance on CITY funds. If the PRWCA is successful in developing alternative funding, such as a Wine Marketing District or similar, the CITY reserves the right to revisit the terms of this Agreement.

## Attachment 2

3. PRWCA'S FINANCIAL RECORDKEEPING AND REPORTING. Upon 15 days' notice to the PRWCA, CITY shall have the right to examine the books, records, and accounts of the PRWCA at any reasonable time in the PRWCA'S offices.
4. POLITICAL ACTIVITY. PRWCA shall not use any monies received under this Agreement for the endorsement, opposition or participation in any political or lobbying activity, including but not limited to, involved in the support or opposition to any candidate for public office or proposed ballot measure.
5. INDEMNIFICATION, HOLD HARMLESS. PRWCA shall indemnify, defend and hold CITY, its members, officers, directors, agents and employees free and harmless from any and all claims, damages, losses and expenses including attorney fees arising out of the performance by PRWCA of the services provided for hereunder, caused in whole or in part by any act of PRWCA, its officers, employees or agents in carrying out the terms of this Agreement.
6. INSURANCE. PRWCA agrees to maintain in full force and effect, at its sole cost and expense, during the term of this Agreement the following insurance:
  - a. Workers' Compensation in accordance with State law, for all of its employees engaged in the work and services to be provided under this Agreement.
  - b. General Liability in an amount not less than One Million Dollars (\$1,000,000) combined single limit liability per occurrence with a Two Million Dollars (\$2,000,000) aggregate.
    - i. All such insurance policies shall be carried with insurance companies satisfactory to the CITY and shall name the CITY, its officers, agents, and employees as additional insured with respect to the work and services being performed under this Agreement. PRWCA shall cause to be furnished to the CITY certificates of insurance stating that such insurance is in full force and effect; that the premiums thereon have been paid; and that the insurance carrier will give the CITY at least thirty (30) days prior written notice of cancellation, termination or modification.
    - ii. It is acknowledged by the parties of this agreement that all insurance coverage required to be provided by the PRWCA or indemnifying party, is intended to apply first and on a primary non-contributing basis in relation to any other insurance or self-insurance available to the CITY.
7. EVENTS. PRWCA agrees to comply with the CITY's Facilities Use Agreement standards and protocols when the PRWCA organizes events on CITY property, including the downtown city park. Event insurance coverage shall be provided independently for each event and be subject to the CITY's Facilities Use Agreement standards. The PRWCA shall be independently responsible for the contract/business relationship with vendors at their events, including assurance that they have appropriate

## Attachment 2

insurance coverage and that the vendor has an appropriate CITY business license in place to participate in the event.

8. **INDEPENDENT CONTRACTOR; NOT AGENT.** Notwithstanding any other representation, oral or written, between the parties, including any and all agents or representatives thereof, the PRWCA is at all times during the term of this Agreement acting as a free and independent contractor, and shall not be an employee or an agent of the CITY.
  - a. Except as CITY may authorize in writing, PRWCA shall have no authority, express or implied to act on behalf of CITY in any capacity whatsoever as an agent. PRWCA shall have no authority, express or implied, pursuant to this Agreement, to bind CITY to any obligations whatsoever.
9. **CONFLICT OF INTEREST.** PRWCA shall not enter into any contract or agreement that will create a conflict of interest with its duties to CITY under this Agreement.
  - a. No member, official or employee of CITY shall have any personal interest, direct or indirect, in this Agreement, nor shall any such member, official or employee participate in any decision relating to this Agreement which affects his personal interests or the interests of any corporation, partnership, or association in which he is directly or indirectly interested. The PRWCA warrants that it has not paid or given, and will not pay or give, any third party any money or other consideration for obtaining this Agreement.
10. **LICENSES, PERMITS.** PRWCA represents and warrants to CITY that it has and shall maintain at all times during the term of this Agreement, at its sole cost and expense, all business licenses, permits, qualifications and approvals of whatsoever nature which are legally required for PRWCA to provide the services hereunder.
11. **STANDARD OF PERFORMANCE.** PRWCA shall perform all services required pursuant to this Agreement in a manner and according to the standards observed by a competent practitioner of the profession in which PRWCA is engaged. All products and services of any nature which PRWCA provides to CITY shall conform to the standards of quality normally observed by licensed, competent organizations practicing in PRWCA's profession.
  - a. PRWCA shall devote such time to the performance of services as may be reasonably necessary for the satisfactory performance of PRWCA's obligations pursuant to this Agreement. Neither party shall be considered in default of this Agreement to the extent performances are prevented or delayed by any cause, present or future, which is beyond the reasonable control of the parties.

## Attachment 2

- b. PRWCA agrees to assign only competent personnel according to the reasonable and customary standards of training and experience in the relevant field to perform services pursuant to this Agreement.
12. REVERSION OF FUNDS AND PROPERTY. During the term of this Agreement should the PRWCA be dissolved, disbanded, or otherwise cease to function in a manner described in this Agreement, all funds attributable to the CITY, and equipment purchased out of funds provided by the CITY, shall revert to ownership of the CITY. For the purpose of this provision, the PRWCA shall maintain a written record of, and include as part of each annual report, a listing of capital equipment that has been purchased with the funds provided by the CITY.
13. TERM. The term of this Agreement shall be expiring June 30, 2026, unless terminated earlier in accordance with Section 16 or 17 below.
14. ASSIGNMENT PROHIBITED. No party to this Agreement may assign any right or obligation pursuant to this Agreement. Any attempted or purported assignment of any right or obligations pursuant to this Agreement shall be void and of no effect.
15. NON-DISCRIMINATION. PRWCA agrees to comply with all fair employment practice laws of the state and federal government. PRWCA covenants and agrees for itself, its successors, its assigns and every successor in interest, that there shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, sexual orientation, medical condition, disability, marital status, ancestry or national origin in the provision of any services to be provided by PRWCA hereunder, nor shall PRWCA or any person claiming under or through PRWCA establish or permit any such practice or practices of discrimination or segregation in the provision of any services to be provided by PRWCA hereunder.
16. DEFAULT. The failure of the Parties to abide by any of the terms of this Agreement shall constitute a default under this Agreement. If either party fails to cure any such default within five (5) days of receiving notice from the other party of such default, then this Agreement may be terminated by giving ten (10) days written notice of such termination. Upon any such termination, the CITY shall determine the prorated amount due to or from PRWCA based on the date of the termination and the date of payment (if applicable) for the respective fiscal year.
17. TERMINATION. In addition to termination pursuant to Section 13 or 16 above, this Agreement may be terminated in whole or in part at any time by either party hereto upon written notice to the other as identified below. In the event of any termination of this Agreement, all rights and obligations of both parties hereto shall terminate as of the date of such termination. Upon any such termination, the CITY shall determine the prorated amount due to or from PRWCA based on the date of the termination and the date of payment for the applicable fiscal year.

# Attachment 2

18. NOTICES. All notices pursuant to this Agreement shall be in writing and mailed, postage prepaid, first class, or personally delivered, to the addresses set forth below, or such other address as a party may designate in writing.
19. FULL AGREEMENT AND AMENDMENT. This document represents the entire understanding between the parties and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may only be amended by a writing signed by both parties.
20. SEVERABILITY. Should any provision of this Agreement be deemed to be legally void or unenforceable, all remaining provisions shall survive and be enforceable. This Agreement shall in all respects be governed by the laws of the State of California.
21. ATTORNEY'S FEES. In the event suit is brought for the enforcement, or interpretation, of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees.

IN WITNESS WHEREOF, this Agreement is hereby executed as of the day and year first herein above written.

THE CITY OF EL PASO DE ROBLES  
1000 Spring Street  
Paso Robles, CA 93446

PASO ROBLES WINE COUNTRY ALLIANCE  
1446 Spring St, Suite 103  
Paso Robles, CA 93446

By \_\_\_\_\_  
Ty Lewis, City Manager

By \_\_\_\_\_  
Joel Peterson, Executive Director

ATTEST:

By: \_\_\_\_\_  
Melissa Boyer  
City Clerk

Approved as to Form:

By: \_\_\_\_\_  
Elizabeth Hull  
City Attorney