Special Council
Meeting Agenda

Monday, March 11, 2019
9:30 AM
City Hall Council Chamber/Executive Conference Room

The Indian Wells City Council welcomes and encourages participation at meetings. The Council requests speakers present their remarks in a respectful manner, within the 3 minute time limit, and focus on issues which directly affect the City or which are within the subject jurisdiction of the City. Please fill out a blue Speaker Request form and give it to the City Clerk, preferably before the start of the meeting.

Any public records, relating to an open session agenda item, that is distributed within 72 hours of the meeting is available for public inspection at City Hall reception, 44-950 Eldorado Drive, Indian Wells during normal business hours.
1. CONVENE THE CITY COUNCIL, PLEDGE OF ALLEGIANCE AND ROLL CALL

   MAYOR TED J. MERTENS
   MAYOR PRO TEM TY PEABODY
   COUNCIL MEMBER DANA REED
   COUNCIL MEMBER RICHARD BALOCCO
   COUNCIL MEMBER KIMBERLY MUZIK

2. APPROVAL OF THE FINAL AGENDA

3. PUBLIC COMMENTS

   The Council requests speakers present their remarks in a respectful manner, within the 3
   minutes time limit, and focus on issues which directly affect the City or which are within the
   subject jurisdiction of the City. The Mayor will call upon the members of the public to address
   the Council. When you’re called please come forward to the lecturn, and state your name for
   the record.

   The Brown Act, with certain exceptions, does not permit the Council to discuss or take action
   on issues not listed on the agenda. The Council may respond briefly to statements made or
   questions posed, request clarification, or refer the item to Staff.

   A. PUBLIC COMMENTS

   B. RESPONSE TO PRIOR PUBLIC COMMENTS

4. GENERAL BUSINESS

   The Mayor will call upon the members of the public to address the Council regarding the
   agenda item being considered. After the public has provided comment, the item is closed to
   further comment and brought to the Council for discussion and action. Public comments are
   limited to 3 minutes per speaker, please state your name for the record.
A. 289-18

Agreement between the City and the Greater Palm Springs Convention and Visitors Bureau for a Tourism and Marketing Services

RECOMMENDED ACTIONS:

Council APPROVES agreement with the Greater Palm Springs Convention and Visitors Bureau to provide tourism and marketing services; and

DIRECTS and AUTHORIZES the City Manager to execute agreement for the same.

Attachments: CVB Agreement

5. CLOSED SESSION

Once the closed session has ended, the City Attorney or presiding officer will make any announcement required by the Brown Act relative to reportable actions taken during the closed session.

A. 288-18 Pursuant to Government Code Section 54957 Public Employee Appointment. Title: City Manager.

6. ADJOURNMENT

To a regularly scheduled meeting of the City Council to be held at 1:30 p.m. on March 21, 2019 in the City Hall Council Chamber.
In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the City Clerk at (760) 346-2489. Notification 48 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting. 128 CFR 35.102.35.104 ADA Title III

Affidavit of Posting

I, Anna Grandys, certify that on March 8, 2019, I caused to be posted a notice of a Special Council Meeting to be held on March 11 at 9:30 a.m. in the City Hall Council Chamber/Executive Conference Room.

Notices were posted at Indian Wells Civic Center, Village 1 [CVS Pharmacy], and Indian Wells Golf Resort [Indian Wells Lane].

Anna Grandys
City Clerk
Indian Wells City Council
Staff Report - City Manager’s Office March 11, 2019

Agreement between the City and the Greater Palm Springs Convention and Visitors Bureau for a Tourism and Marketing Services

RECOMMENDED ACTIONS:

Council APPROVES agreement with the Greater Palm Springs Convention and Visitors Bureau to provide tourism and marketing services; and

DIRECTS and AUTHORIZES the City Manager to execute agreement for the same.

DISCUSSION:

With the departure of the City’s Director of Marketing and Community Services last year, a recruitment for a new director was begun. Ultimately the City decided to not select any of the applicants but to reassess what functions and services were needed. The City engaged in discussions with the Greater Palm Springs Visitor and Convention Bureau (CVB), who agreed to assist in the process.

The Council held a study session to discuss marketing and tourism on October 24, 2018. The CVB lead the discussion with representatives from the resort hotels, Indian Wells Golf Resort, and the Indian Wells Tennis Garden in attendance. The group consensus as to outcomes from the study session included, but was not limited to, the following needs:

- Development of a Separate Tourism City Website
- Development of a Communications Strategy
- Development of a Unique Site Inspection Experience
- Tourism Brand Study for Indian Wells

Tied to the above outcomes were both short- and long-term priorities. These included:

- Short Term
  - Developing a planner survey to understand barriers, perceptions and needs assessment
Developing Marketing collateral for the resort collection
Continue to update the Indian Wells Brand

- Long Term
  - Better connectivity between the resort hotels and the Indian Wells Tennis Garden
  - Using the CVB’s resources for marketing, social media, and promotional campaigns
  - Study with the Indian Wells Tennis Garden to identify options for more utilization.

The group consensus was to contract directly with the CVB to provide the services to achieve the outcomes identified. Contracting services through the CVB creates synergy and provides better efficiencies of marketing pieces. By partnering with the CVB, there will be an assurance the marketing strategies of the City will compliment CVB tourism efforts.

An additional advantage of contracting is the ability to utilize the connections the CVB has established. The CVB has agreed to provide a liaison to the City to be the main point of contact for the City Council and Staff. The liaison will have the full staff backing of other CVB departments. This includes in-house graphic design, video production, and the CVB’s media buying power. The City currently utilizes multiple vendors for these services and having the ability to use one vendor will save time, money, and ensure a common theme to communicate to visitors.

Staff worked with the CVB to create an agreement outlining the services desired. The scope of services can be amended every fiscal year to address the changing needs of the City’s Tourism and Marketing program. The first term goals will focus on performing an assessment on the City’s current program and reporting back to City Staff with recommendations based on the findings.

**FISCAL IMPACT:**

The fiscal impact will vary depending actual costs up to a maximum amount of $15,000 per month. Funding is available from the Tourism Program and a supplemental appropriation is not required.

**ATTACHMENT:**

1. CVB Agreement
CITY OF INDIAN WELLS
PROFESSIONAL SERVICES AGREEMENT
FOR MARKETING SERVICES

1. PARTIES AND DATE.

This Agreement is made and entered into this 28th day of January, 2019, by and between the City of Indian Wells, a municipal corporation organized under the laws of the State of California (“City”), and the Greater Palm Springs Convention & Visitors Bureau, a joint powers authority operating under the Joint Exercise of Power Act (California Government Code §§6500 et seq.), located in the County of Riverside, State of California (“Consultant”). City and Consultant are sometimes individually referred to herein as “Party” and collectively as “Parties.”

2. RECITALS.

2.1 Consultant.

Consultant desires to perform and assume responsibility for the provision of certain professional services required by the City on the terms and conditions set forth in this Agreement. Consultant represents that it is experienced in providing marketing services and is familiar with the plans of the City.

2.2 Services.

City desires to engage Consultant to render marketing services as set forth in this Agreement (“Services”). The Services, as defined below, were originally prepared in contemplation of a one (1) year term, however, the City subsequently requested the term of the Agreement be less than one (1) year, with the mutual expectation that the term of the Agreement will be extended upon mutual agreement. Notwithstanding anything in the Agreement to the contrary, the parties understand and agree that the Services may not be completed in their entirety during the term of this Agreement unless otherwise extended by written mutual agreement of the parties hereto, and that only a portion of Services may be completed upon expiration of the term.

3. TERMS.

3.1 Scope of Services and Term.

3.1.1 General Scope of Services. Consultant promises and agrees to furnish to City the Services as described in Exhibit “A”, attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules, and regulations.

3.1.2 Term. The term of this Agreement shall commence January 28th, 2019, and terminate end of day June 30th, 2019, unless earlier terminated as provided herein. Consultant shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines. The Parties may, by mutual, written consent, extend the term of this Agreement if necessary to complete the Services.

Attachment #1
3.2 Responsibilities of Consultant.

3.2.1 Control and Payment of Subordinates: Independent Contractor. The Services shall be performed by Consultant or under its supervision. Consultant will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. City retains Consultant on an independent contractor basis and not as an employee.

3.2.2 Conformance to Applicable Requirements. All work prepared by Consultant shall be subject to the approval of City.

3.2.3 City Representative. City hereby designates Peter Castro its Assistant City Manager, or his or her designee, to act as its representative for the performance of this Agreement (“City’s Representative”). City’s Representative shall have the power to act on behalf of the City for all purposes under this Agreement. Consultant shall not accept direction or orders from any person other than the City’s Representative or his or her designee.

3.2.4 Consultant’s Representative. Consultant hereby designates Chief Marketing Officer, or his or her designee, to act as its representative for the performance of this Agreement (“Consultant’s Representative”). Consultant’s Representative shall have full authority to represent and act on behalf of the Consultant for all purposes under this Agreement. The Consultant’s Representative shall supervise and direct the Services, using her or his best skill and attention, and shall be responsible for all means, methods, techniques, sequences, and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

3.2.5 Accounting Records. Consultant shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement for a period of three (3) years. All such records shall be clearly identifiable.

3.3 Fees and Payments.

3.3.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement. The total compensation shall not exceed Seventy-Five Thousand Dollars and Zero Cents ($75,000.00) during the term, without prior written approval from City’s Representative. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates agreed to in writing by the Parties.

3.3.2 Payment of Compensation. Compensation shall be paid in monthly installments not to-exceed Fifteen Thousand Dollars and Zero Cents ($15,000.00), plus any approved expense reimbursements and compensation for approved Extra Work. Consultant shall submit to City a monthly invoice and will provide an itemized statement for any Extra Work or approved expense reimbursement(s) for any Extra Work/approved expenses. Upon receiving such statement, City shall immediately review the statement and pay all charges thereon.

3.3.3 Reimbursement for Expenses. Consultant shall not be reimbursed for any expenses unless authorized in writing by City.

3.3.4 Extra Work. At any time during the term of this Agreement, City may request that Consultant perform Extra Work. As used herein, “Extra Work” means any work which is determined by City to be necessary for the proper completion of the Project, but which the
Parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant shall not perform, nor be compensated for, Extra Work without written authorization from City’s Representative. The terms and conditions, including compensation, pertaining to Extra work shall be agreed to in writing by the Parties.

3.4 Termination of Agreement.

3.4.1 Grounds for Termination. Either side may terminate this Agreement, with or without cause, by giving thirty (30) days’ written notice.

3.5 General Provisions.

3.5.1 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective Parties at the following addresses, or at such other address as the respective parties may provide in writing for this purpose:

City:

City of Indian Wells  
Attention: City Manager  
44-950 El Dorado Drive  
Indian Wells, CA 92210  

Consultant:

Greater Palm Springs Convention & Visitors Bureau  
Attention: Colleen Pace  
70100 CA-111  
Rancho Mirage, CA 92270  

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.5.2 Indemnification. To the fullest extent permitted by law, Consultant shall defend, indemnify and hold the City, its directors, officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any alleged acts, errors or omissions of the Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of this Agreement, including without limitation the payment of all consequential damages, expert witness fees and attorneys’ fees and other related costs and expenses, except to the extent any such claim arising out of the sole negligence, recklessness or willful misconduct of City.

To the fullest extent permitted by law, City shall defend, indemnify and hold the Consultant, its directors, officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any
manner arising out of, pertaining to, or incident to any alleged acts, errors or omissions of the City, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of this Agreement, including without limitation the payment of all consequential damages, expert witness fees and attorneys’ fees and other related costs and expenses, except to the extent any such claim arising out of the sole negligence, recklessness or willful misconduct of Consultant.

3.5.3 City’s Right to Employ Other Consultants. City reserves right to employ other consultants in connection with the Services.

3.5.4 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the Parties.

3.5.5 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Consultant include all personnel, employees, agents, and subcontractors of Consultant, except as otherwise specified in this Agreement. All references to City and Consultant include its elected officials, officers, employees, agents, and volunteers, except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

3.5.6 Amendment; Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

3.5.7 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

3.5.8 No Third Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

3.5.9 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.5.10 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

3.5.11 Attorney’s Fees. If either party commences an action against the other party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorney’s fees and all other costs of such action.
3.5.12 Authority to Enter Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

3.5.13 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

3.5.14 Entire Agreement. This Agreement contains the entire Agreement of the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements.

3.5.15 Recitals Incorporated. The Recitals are true and correct and are incorporated herein by this reference.

3.6 License; Proprietary Rights.

3.6.1 City Proprietary Rights and License. City hereby grants Consultant a non-exclusive, non-transferable license to use City’s name, likeness, image, logo, copyrights and trademarks, if any (“City Proprietary Rights”), as needed to fulfill Consultant’s obligations to City pursuant to this Agreement. City hereby represents and warrants that City owns all right to City Proprietary Rights and that it has the necessary authority to grant Consultant the right to use City Proprietary Rights; or, in the alternative, City hereby warrants and represents that City is authorized to and otherwise possesses all rights necessary to grant Consultant the right to use City Proprietary Rights. All right, title and interest in the City Proprietary Rights remain with City and Consultant is granted only the right to use the City Proprietary Rights solely in connection with its obligations under this Agreement.

SIGNATURES ON FOLLOWING PAGE
The City of Indian Wells

By: __________________________
   Wade G. McKinney
   City Manager

Date: __________________________

ATTEST:

Anna Grandys
City Clerk

APPROVED AS TO FORM:

Jeffrey S. Ballinger
City Attorney

The Greater Palm Springs Convention & Visitors Bureau

By: __________________________
   Scott White
   President/CEO

Date: __________________________

APPROVED AS TO FORM:
EXHIBIT “A”

SCOPE OF SERVICES

General Scope of Work (SOW)

I. Executive Summary

This SOW includes the detailed scope of services that GPSCVB (CVB) will perform for City of Indian Wells (IW) as its Tourism Marketing Partner. CVB will provide services related to IW strategic marketing needs in the areas of research, brand building, media planning and buying, creative and communications as it relates to the Indian Wells Hotel Campus Collection. These services will be delivered over a one-year period, beginning [date] and concluding [date].

II. CVB services are described as follows.

CVB Services

The following sections outline in detail the services that CVB will provide to support these initiatives. These services outlined may require a 3rd party engagement to provide research, production, and media purchasing. These expenses will be approved by both parties prior to execution.

A. Strategic Planning

1. Provide strategic brand insight and direction that pertain to marketing effort to build awareness and grow brand recognition.

2. Develop meeting planner research to better understand barriers, perceptions and needs to determine brand marketing communications effectiveness, opportunities, and needs.

3. Study and analyze the markets and audiences for the business, as well as the key competitors’ strategies, programs, and spending.

4. Create holistic strategic plan recommendations reflective of the key metrics, research against the target audience, and creative direction.

5. Pro-actively identify and assess new opportunities and developments in media consumption and viewpoints that may impact IW in the short and long term.

6. Evaluate and make any recommendations regarding the overarching campaign, and provide updated or new campaign that will support:
   a) Meetings platform
   b) Transient
   c) Consumer, intermediary and development target audiences
   d) Extension to regional and local market (handled at regional/local level)

B. Account Management Services

1. Manage overall relationship with City of Indian Wells, Indian Wells
Properties and CVB

2. Act as primary contact for IW’s team. Work with internal teams to provide guidance and support for all questions and requests.

3. Manage all billing and invoicing issues, including providing monthly billing book and accrual reports. Provide reporting on projects and initiatives based on mutually agreeable criteria and measurements.

4. Develop creative briefs, upon receipt of input document from IW, for each project that describe the strategy, specific goals and message of each project. Review and approve creative deliverables prior to sending to IW for final approval.

5. Monitoring of annual trends and ongoing analysis of consumer attitudes and behavior.

6. Plan account meetings, reviews, requirements sessions, and briefings as needed.

7. Develop and manage campaign media including; Co-op media, planning and buying.

8. Research and modeling. Analyze key competitors including strategy, media spend and creative

9. Develop and manage project timelines and launch schedules for online marketing campaign.

10. Utilize established media and brand campaign to attract groups and events to the city of IW as well as the IW Resort Collection

11. Establish and maintain rebate program for the city of IW resort Collection

III. Financial Summary

CVB will provide IW with financial reconciliations on a monthly basis. In accordance with the actual work performed, CVB may reallocate or add certain resources across the project and/or teams as needed based on the actual needs but only with the express written permission of IW.
File #: 288-18 Item #: A.

Pursuant to Government Code Section 54957 Public Employee Appointment. Title: City Manager.