

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ARROYO GRANDE AUTHORIZING THE CITY MANAGER TO EXECUTE A ONE-YEAR AGREEMENT EXTENSION WITH COMMUNE COMMUNICATION TO PROVIDE MARKETING SERVICES FOR THE ARROYO GRANDE TOURISM AND BUSINESS IMPROVEMENT DISTRICT

WHEREAS, staff issued a formal Request for Proposals for Arroyo Grande Tourism Business Improvement District (AGTBID) Marketing Services on March 13, 2024, which closed on April 29, 2024, and received nine responses; and

WHEREAS, staff reviewed the responses submitted and found the proposal from Commune Communication to be responsive and responsible; and

WHEREAS, the City entered into an Agreement with Commune Communication dated November 1, 2024 for professional marketing services for the Arroyo Grande Tourism Business Improvement District (AGTBID) project; and

WHEREAS, the Professional Services Agreement with Commune Communication will expire on June 30, 2025; and

WHEREAS, the AGTBID Advisory Board recommended a one-year extension to the Professional Services Agreement with Commune Communication for AGTBID marketing services in order to continue establishing Arroyo Grande as a tourism destination; and

WHEREAS, approving the one-year Agreement extension with Commune Communication is not a project subject to the California Environmental Quality Act (CEQA) because it has no potential to result in either a direct, or reasonably foreseeable indirect, physical change in the environment. (State CEQA Guidelines, §§ 15060, subd. (c)(2)-(3), 15378); and

WHEREAS, the City will continue to incorporate the funding for marketing services in the AGTBID operating budget..

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Arroyo Grande, that:

1. The recitals set forth herein are true, correct and incorporated herein by this reference.
2. The City Manager is authorized to execute the Professional Services Agreement Extension (Exhibit A) with Commune Communication to provide marketing services, for a period of one-year, in substantially final form, subject to any minor, technical, or non-substantive changes as approved by the City Manager in consultation with the City Attorney.

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On motion of Council Member_____, seconded by Council Member _____, and by the following roll call vote, to wit:

AYES:

NOES:

ABSENT:

the foregoing Resolution was passed and adopted this 13th day of May, 2025.

CAREN RAY RUSSOM, MAYOR

ATTEST:

JESSICA MATSON, CITY CLERK

APPROVED AS TO CONTENT:

MATTHEW DOWNING, CITY MANAGER

APPROVED AS TO FORM:

ISAAC ROSEN, CITY ATTORNEY

EXHIBIT A

AGREEMENT FOR CONSULTANT SERVICES

AMENDMENT NO. 1

This First Amendment ("First Amendment") to Agreement for Consultant Services ("Agreement") by and between the **CITY OF ARROYO GRANDE** and **COMMUNE COMMUNICATION** ("Consultant") is made and entered into this 13th day of May, 2025.

WHEREAS, the parties entered into an Agreement dated November 1st, 2024, for professional services for the marketing services for the Arroyo Grande Tourism Business Improvement District (AGTBID) project through June 30, 2025; and

WHEREAS, pursuant to Section 1 ("Term") of the Agreement, the parties have exercised the option for the one (1) year period extension under the same terms and conditions of the Agreement, beginning on July 1, 2025 with a new expiration date of June 30, 2026; and

WHEREAS, the parties desire to further modify the Agreement as set forth herein.

NOW THEREFORE, for valuable consideration the receipt and sufficiency of which is acknowledged, the parties agree as follows:

1. For the additional one (1) year period extension of this Agreement, the City agrees to pay the Consultant in accordance with the updated payment rates and terms set forth in Exhibit "A" attached hereto and incorporated herein by this reference.
2. The total compensation payable to the Consultant for Fiscal Year 2025–26 shall not exceed \$250,000, an increase from the previous year's not-to-exceed amount of \$225,000. This adjustment reflects the expanded scope of work outlined in Exhibit "A", which includes added responsibilities such as internal website management and updates, photo shoots, and development of visual assets. Except as amended pursuant to this First Amendment, all other terms and conditions set forth in the Agreement for Consultant Services shall remain unchanged.

IN WITNESS WHEREOF, **CITY** and **CONSULTANT** have executed this First Amendment the day and year first above written.

COMMUNE COMMUNICATION

By: _____
Name, Title

CITY OF ARROYO GRANDE

By: _____
Matthew Downing, City Manager

**“EXHIBIT A”
PAYMENT RATES AND TERMS**

