

## REPORT TO CITY COUNCIL

**DATE:** JULY 12, 2017

**TO:** HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

**FROM:** GREG RAMIREZ, CITY MANAGER *h74 For C.R.*

**BY:** NATHAN HAMBURGER, ASSISTANT CITY MANAGER *h7A*

**SUBJECT:** REQUEST FOR RENEWAL OF PROFESSIONAL SERVICES AGREEMENT WITH THE GREATER CONEJO VALLEY CHAMBER OF COMMERCE

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Since December, 2009, the City has partnered with the Greater Conejo Valley Chamber of Commerce to provide business and economic development related services. This collaboration has allowed the City to work with the Chamber of Commerce to provide much needed business resources to the doorsteps of local businesses. The Chamber has the ability to act as an arm of the City and has access to a variety of resources and other business service organizations that City staff would not be able to fully utilize on its own. Chamber of Commerce staff has also established direct contacts with local businesses that have become invaluable as the region continues to recognize an upswing in economic growth. The Chamber of Commerce has proven to be a reliable partner on business related issues and programs which allow City staff to focus on providing other vital services to the community at large.

The Greater Conejo Chamber of Commerce has over 1,000 members and continues to serve the communities of Agoura Hills, Thousand Oaks, Newbury Park and Westlake Village. The Chamber is one of only five 5-star Chambers in the State of California and is accredited by the U.S. Chamber of Commerce. The executive board encompasses representatives from many different business sectors; including at-large members representing Agoura Hills. As more Agoura Hills businesses become involved with the Chamber, this number will continue to grow. The Chamber has made a commitment to maintain a strong presence within the local business community, which will continue through several avenues. Over the past eight years, the Chamber has held a variety of events in the community; including business mixers, Emerging Leaders Program events, training programs, Leadership Forums, a Regional Economic Forecast, promoting new businesses through grand opening and ribbon cutting events and providing services through the Conejo Senior Resource Network. The Chamber has also done a great job of integrating itself into the various community events sponsored by the City such as the Great Race of Agoura Hills and Reyes Adobe Days. The Chamber continues to play an active role in helping to promote and support local schools, educators, and public safety officials as well.

In the past, the Chamber had provided several services beyond the basic scope of work for the City, on an as needed basis. These services have now been included within the existing services provided under the proposed agreement and the Chamber has exceeded the expectations of staff in completing these services. These added services include the planning and implementation of the annual State of the City event, preparation of a retail census report and providing specific outreach to targeted business sectors. The proposed agreement renewal would cover a two-year time period with an option for one additional year.

The Chamber of Commerce is not requesting any cost increases for the newly proposed term. Funding for this agreement is currently budgeted in the Fiscal Year 2017-18 General Fund budget allocated for Economic Development programs. Although the Chamber staff has done an amazing job partnering with regional hoteliers and other partners in the continuation of the Conejo Valley Tourism Improvement District, these services are covered via a separate agreement and are paid for directly from the revenue generated from the district members.

The proposed agreement has been reviewed by the City Attorney and approved as to form.

## **RECOMMENDATION**

It is recommended the City Council approve the professional services agreement with the Greater Conejo Chamber of Commerce.

Attachment: Professional Services Agreement

AGREEMENT FOR CONTRACTING SERVICES  
WITH THE CITY OF AGOURA HILLS

NAME OF CONSULTANT:	Greater Conejo Valley Chamber of Commerce
RESPONSIBLE PRINCIPAL OF CONSULTANT:	Attn: Jill Lederer
CONSULTANT'S ADDRESS:	600 Hampshire Road, Suite 200 Westlake Village, CA 91361
CITY'S ADDRESS:	City of Agoura Hills 30001 Ladyface Court Agoura Hills, CA 91301 Attn: City Manager
PREPARED BY:	Nathan Hamburger
COMMENCEMENT DATE:	July 1, 2017
TERMINATION DATE:	June 30, 2019
CONSIDERATION:	Contract Price Not to Exceed: \$ 67,500/yr

**PROFESSIONAL SERVICES AGREEMENT  
(Greater Conejo Valley Chamber of Commerce)**

**1. IDENTIFICATION**

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement" herein) is entered into by and between the City of Agoura Hills, a California municipal corporation ("City" herein) and the Greater Conejo Valley Chamber of Commerce ("Chamber" herein).

**2. RECITALS**

City and Chamber shall mutually enter into a contractual relationship to allow for Chamber's continued provision of economic development promotional services on City's behalf.

**NOW, THEREFORE**, for and in consideration of the mutual covenants and conditions herein contained, City and Chamber agree as follows:

**3. TERM**

The term of this Agreement shall commence on July 1, 2017 and shall expire on June 30, 2019 with a review to occur annually unless extended by written agreement of the parties or terminated earlier in accordance with Section 10 below. The City may, at its option, extend this Agreement for one additional term of one year upon providing written notice of its intent to extend this Agreement to the Consultant not less than thirty (30) days prior to the expiration of the initial Term.

**4. CHAMBER'S SERVICES**

**4.1** Chamber shall perform the services set forth in Chamber's proposal attached hereto as Exhibit A and incorporated herein by reference. Chamber shall comply with all applicable federal, state, and local laws and regulations.

**4.2** Chamber represents that it has, or will secure at its own expense, all personnel required to perform the services required by this Agreement. The President and Chief Executive Officer shall be Chamber's project administrator and shall have direct responsibility for management of Chamber's performance under this Agreement. No change shall be made in Chamber's project administrator without City's prior written consent.

**5. COMPENSATION**

**5.1** For the annual performance of the Basic Services set forth in Exhibit A, City shall pay Chamber at a rate not to exceed sixty-seven thousand five hundred dollars and no cents (\$67,500) annually. Such payment shall constitute full and complete satisfaction for Chamber's Basic Services.

**5.2** City shall disburse the payments required by this paragraph on a bi-annual basis during the term of this Agreement, in equal installments of thirty-three thousand seven hundred fifty dollars and no cents (\$33,750) during the term of this Agreement upon invoice from Chamber. City's payments pursuant to this section shall be paid for the full performance of those services described in section 4 of this Agreement.

**5.3** The monies received by Chamber from City pursuant to this Agreement are to be used by Chamber only in the performance of the services described in this Agreement. Chamber agrees that funds received from City pursuant to this Agreement shall be used exclusively for performance of the work required hereunder, and that no such funds shall be used to promote religious or political activities. Chamber further agrees that it shall not perform, nor permit to be performed, any religious activities or support candidates or potential candidates for political office within Agoura Hills in connection with the performance of this Agreement. Chamber shall ensure that its employees and board members furnish such information that, in the judgment of City's representatives, may be relevant to a question of compliance within the conditions of this Agreement.

## **6. RELATIONSHIP OF PARTIES**

Chamber is, and shall at all times remain as to City, a wholly independent contractor. Chamber shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise to act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of Chamber or any of Chamber's employees, except as set forth in this Agreement. Chamber shall not represent that it is, or that any of its agents or employees are, in any manner, employees of City and neither Chamber nor any of Chamber's agents or employees shall have any claim to wages or benefits from City.

## **7. INDEMNIFICATION**

To the full extent permitted by law, Chamber shall indemnify, hold harmless and defend City, its officers, agents, employees and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of Chamber or any of its officers, employees, servants, agents, or subcontractors in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of City's choice.

## **8. PROGRAM REVIEW**

**8.1** Chamber shall make available for City's inspection all performance, financial and other records pertaining to Chamber's performance of this Agreement. Additionally, Chamber shall permit City's personnel to inspect Chamber's facilities and program operations, as well as to interview Chamber's staff and program participants. During such reviews, the confidentiality of those persons using Chamber's services shall be respected. Should it be appropriate, with City's consent, identifying information (such as last names) of Chamber's service recipients may be deleted from such records.

Chamber agrees to submit all data that is necessary for the completion of reports that may be required by City.

**8.2** The Chamber agrees to meet with the City's Economic Development Committee and Chamber representatives on an annual basis to review and to discuss the status of the services and scope of work and/or services required by this Agreement. This meeting should occur prior to the end of April of each year for the term of this Agreement.

**8.3** Chamber shall establish and maintain on a current basis an adequate accrual or modified accrual accounting system in accordance with generally accepted accounting principles and standards.

**9. NOTICES**

Any notices, bills, invoices, or reports required by this Agreement shall be deemed received on: (i) the day of delivery if delivered by hand, facsimile or overnight courier service during Chamber's and City's regular business hours; or (ii) on the third business day following deposit in the United States mail if delivered by mail, postage prepaid, to the addresses listed below (or to such other addresses as the parties may, from time to time, designate in writing).

If to City:

City of Agoura Hills  
Attn: City Manager  
30001 Ladyface Court  
Agoura Hills, CA 91301  
Facsimile (818) 597-7341

If to Chamber:

Greater Conejo Valley  
Regional Chamber of Commerce  
600 Hampshire Road, Suite 200  
Westlake Village, CA 91361  
Facsimile: (805) 370-1083

**10. TERMINATION**

Either party may terminate this Agreement at any time, without cause, upon giving sixty (60) days prior written notice to the other party. In the event of termination, Chamber shall reimburse City for all monies received from City pursuant to this Agreement and not expended in the performance of Chamber's services hereunder prior to the effective date of termination.

**11. GENERAL PROVISIONS**

**11.1** Chamber shall not delegate, transfer, subcontract or assign its duties or rights hereunder, either in whole or in part, without City's prior written consent, and any attempt to do so shall be void and of no effect. City shall not be obligated or liable under this Agreement to any party other than Chamber.

**11.2** In the performance of this Agreement, Chamber shall not discriminate against any employee, subcontractor, or applicant for employment because of race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental

handicap, medical condition or sexual orientation. Chamber will take affirmative action to ensure that subcontractors and applicants are employed, and that employees are treated during employment without regard to their race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition or sexual orientation.

**11.3** This Agreement shall be governed and construed in accordance with the laws of the State of California.

**11.4** All documents referenced as exhibits in this Agreement are hereby incorporated in this Agreement. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of any document incorporated herein by reference, the provisions of this Agreement shall prevail. This instrument contains the entire Agreement between City and Chamber with respect to the transactions contemplated herein. No other prior oral or written agreements are binding upon the parties. Amendments hereto or deviations herefrom shall be effective and binding only if made in writing and executed by City and Chamber.

**11.5** In the event either party is forced to bring legal action to enforce the terms of this Agreement, the prevailing party in any such action shall be entitled to recover its reasonable costs of suit including, without limitation, attorney's fees.

**11.6** No officer, or employee of the City of Agoura Hills that has participated in the development of this agreement or its approval shall have any financial interest, direct or indirect, in this Agreement, the proceeds thereof, the Chamber, or Chamber's sub-contractors for this project, during his/her tenure or for one year thereafter. The Chamber hereby warrants and represents to the City that no officer or employee of the City of Agoura Hills that has participated in the development of this agreement or its approval has any interest, whether contractual, non-contractual, financial or otherwise, in this transaction, the proceeds thereof, or in the business of the Chamber or Chamber's sub-contractors on this project. Chamber further agrees to notify the City in the event any such interest is discovered whether or not such interest is prohibited by law or this Agreement.

**11.7** The person or persons executing this Agreement on behalf of Chamber warrants and represents that he or she has the authority to execute this Agreement on behalf of the Chamber and has the authority to bind Chamber to the performance of its obligations hereunder.

**TO EFFECTUATE THIS AGREEMENT**, the parties have caused their duly authorized representatives to execute this Agreement on the dates set forth below.

“City”  
City of Agoura Hills

“Chamber”  
Greater Conejo Valley  
Regional Chamber of Commerce

By: \_\_\_\_\_  
Denis Weber, Mayor

By: \_\_\_\_\_  
Chairman

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Attest:

By: \_\_\_\_\_  
Kimberly M. Rodrigues, City Clerk

Approved as to form:

By: \_\_\_\_\_  
Richards, Watson & Gershon  
A Professional Corporation



## CHAMBER'S PROPOSAL OF SERVICES

Date: July 1, 2017

### **BASIC SERVICES:**

Chamber shall provide the following Basic Services:

**General Information:** Provide general information to residents and potential residents, businesses and potential businesses, property owners and potential owners, and employees and potential employees, in the City. These information services include, but are not limited to, the following:

- Buy Local Program- As customized by City
- Quarterly Newsletter –For all businesses
- Employment numbers of local businesses
- Staff and facilitate Business Roundtables as needed
- Open Seats within the existing Chamber Board Shall be made available to Agoura Hills members, with a minimum representation of three members.
- Distribution of relocation packets to individuals and companies;
- Distribution of visitor packets;
- Serve as a source of general information for prospective residents and current residents regarding City and civic issues;
- Provide City agendas/packets for public review;
- Provide a quarterly report to the City Council on the City's Business Climate;
- Act as a liaison between businesses and City to resolve business issues;
- Maintain the Chamber web site and e-mail in response to inquiries;
- Arrange monthly mixers for a productive business exchange; location of events to be split between various City boundaries when possible.
- Conduct the Expo Trade Show to promote economic development in the City and area;
- Arrange the T.G.I.F. Breakfast programs once per month to promote and market businesses, guest speakers, and educational programs.
- Gain business support and participate in activities prior to and during the City's Reyes Adobe Days annual event.
- Assist City and gain business support and involvement in regional events
- Annual Report: Provide an annual synopsis within ninety (90) days after the close of each fiscal year on the "State of the Chamber" that will summarize the Chamber's activities and achievements.
- Continue to actively recruit and sustain membership of businesses within Agoura Hills
- Participation in regional tourism activities and strategy planning (other specific duties may come under a separate agreement).
- In conjunction with City, plan and implement a business outreach and identification program designed to raise the visibility and awareness of Agoura Hills businesses.
- Prepare one update of the business center census report covering the businesses located within the incorporated area of the City to be submitted in each fiscal year. Provide City with both a hardbound copy as well as an electronic media file as required.

- Organize and operate the annual “State of the City” event. Date, time, and event content shall be coordinated with the City Manager or his/her designee(s). The event is to occur within the City’s boundaries.
- Provide staffing assistance in updating City economic development brochure and marketing materials as needed.