

## REPORT TO CITY COUNCIL

**DATE:** JULY 10, 2019

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

**FROM:** GREG RAMIREZ, CITY MANAGER *gr*

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

**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 "Chamber" to provide business and economic development related services. This collaboration has allowed the City to work with the Chamber to provide much needed business resources to the doorsteps and inboxes 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 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 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 Valley 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 six 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.

The services provided by the Chamber are listed in Exhibit A of the Professional Services agreement and have expanded over the years. The Chamber has served as an excellent partner and persistently looks at ways to expand their outreach and value to the business community. They have continued to exceed the expectations of staff in completing these services. The Chamber will continue planning and implementing 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.

The Chamber is requesting a slight increase in the annual cost of \$7,500, bringing the annual cost to \$75,000. Funding for this agreement is currently accounted for in the Fiscal Year 2019-20 and Fiscal Year 2020-21 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 Valley Chamber of Commerce.

Attachment: Professional Services Agreement

**AGREEMENT FOR PROFESSIONAL SERVICES  
WITH THE CITY OF AGOURA HILLS**

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| <b>NAME OF CONTRACTOR:</b>                  | <b>Greater Conejo Valley Chamber<br/>of Commerce</b>   |
| <b>RESPONSIBLE PRINCIPAL OF CONTRACTOR:</b> | <b>Attn: Jill Lederer</b>  |
| <b>CONTRACTOR'S ADDRESS:</b>                | <b>600 Hampshire Road, Suite 200<br/>Westlake Village, CA 91361</b>                                    |
| <b>CITY'S ADDRESS:</b>                      | <b>City of Agoura Hills<br/>30001 Ladyface Court<br/>Agoura Hills, CA 91301<br/>Attn: City Manager</b> |
| <b>PREPARED BY:</b>                         | <b>Nathan Hamburger</b>  |
| <b>COMMENCEMENT DATE:</b>                   | <b>July 10, 2019</b>   |
| <b>TERMINATION DATE:</b>                    | <b>June 30, 2021</b>   |
| <b>CONSIDERATION:</b>                       | <b>Contract Price<br/>Not to Exceed: \$ 75,000/yr</b>  |

**AGREEMENT FOR PROFESSIONAL SERVICES  
BETWEEN THE CITY OF AGOURA HILLS AND GREATER  
CONEJO VALLEY CHAMBER OF COMMERCE**

**THIS PROFESSIONAL SERVICES AGREEMENT** is made and effective as of July 10, 2019, between the City of Agoura Hills, a municipal corporation ("City") and Greater Conejo Valley Chamber of Commerce ("Chamber"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

**1. RECITALS**

City and Chamber shall mutually enter into a contractual relationship to allow for the 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:

**2. TERM**

This Agreement shall commence on July 10, 2019, and shall remain and continue in effect until tasks described herein are completed, but in no event later than June 30, 2021, with an annual review to occur annually unless extended by written agreement of the parties or terminated earlier in accordance with Section 9 below.

**3. SERVICES**

**3.1** Chamber shall perform the services and tasks described and set forth in Exhibit A, attached hereto and incorporated herein as though set forth in full. Chamber shall complete the tasks according to the schedule of performance which is also set forth in Exhibit A.

**3.2** 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 the 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.

**4. COMPENSATION**

**4.1** For the annual performance of the Basic Services set forth in Exhibit A, City shall pay Chamber at a rate not to exceed seventy-five thousand dollars and no cents (\$75,000.00) annually. Such payment shall constitute full and complete satisfaction for Chamber's Basic Services.

**4.2** 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-seven thousand five hundred dollars and no cents (\$37,500.00) 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 3 of this Agreement.

**4.3** 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.

## **5. 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.

## **6. 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.

## **7. PROGRAM REVIEW**

**7.1** 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.

**7.2** The Chamber agrees to meet with the City's Land Use-Economic Development Committee or equivalent City representatives 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.

**7.3** 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.

**8. 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

**9. 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.

**10. INSURANCE REQUIREMENTS**

Prior to commencement of work, Chamber shall procure, provide, and maintain, at Chamber's own expense, for the duration of this 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 by the Chamber, its agents, representatives, or employees.

A. Minimum Scope of Insurance. Coverage shall be at least as broad as:

1) Insurance Services Office Commercial General Liability form No. CG 00 01 11 85 or 88, or equivalent.

2) Worker's Compensation insurance as required by the State of California and Employer's Liability Insurance.

B. Minimum Limits of Insurance. Chamber shall maintain limits no less than:

1) General Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage, including without limitation, blanket contractual liability. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

2) Worker's Compensation as required by the State of California; Employer's Liability: One million dollars (\$1,000,000) per accident for bodily injury or disease.

C. Requirements Not Limiting. Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the Chamber maintains higher limits than the minimums shown above, the Agency requires and shall be entitled to coverage for the higher limits maintained by the Vendor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Agency.

D. Other Insurance Provisions. The general liability policy is to contain, or be endorsed to contain, the following provisions:

1) The City, its officers, officials, employees and volunteers are to be covered and named as additional insureds in respect to: liability arising out of activities performed by or on behalf of the Chamber; products and completed operations of the Chamber; premises owned, occupied or used by the Chamber. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, officials, employees or volunteers.

2) For any claims related to this project, the Chamber's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees and volunteers. Any insurance or self-insured maintained by the City, its officers, officials, employees or volunteers shall be excess of the Chamber's insurance and shall not contribute with it.

3) Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the City, its officers, officials, employees or volunteers.

4) The Chamber's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

5) Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice has been given to the City. Chamber agrees to oblige its insurance agent or broker and insurers to provide City with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.

E. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City. Self insurance shall not be considered to comply with these insurance requirements.

F. Verification of Coverage. Chamber shall furnish the City with original endorsements, specifically naming the City of Agoura Hills, its officers, officials, employees and volunteers as additional insured, effecting coverage required by this clause. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. The endorsements are to be on forms acceptable to the City. Insurance certificates and endorsements must be received and approved by City's Risk Manager prior to commencement of performance. Current insurance certificates and endorsements shall be kept on file with the City at all times during the term of this agreement. City reserves the right to require complete, certified copies of all required insurance policies, at any time.

G. Mailing Instructions. Insurance documents shall be mailed with the signed Agreement to the attention of the staff person indicated on the cover sheet of this Agreement, to the City of Agoura Hills, 30001 Ladyface Court, Agoura Hills, CA 91301. Executed Agreement(s) cannot be released nor may any work commence on a project until the signed Agreement and appropriate insurance documents are on file with the City Clerk.

## 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 above.

**CITY OF AGOURA HILLS**

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Linda L. Northrup,  
Mayor

**ATTEST:**

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Kimberly M. Rodrigues, MMC  
City Clerk  
Date Approved by City Council: \_\_\_\_\_

**APPROVED AS TO FORM:**

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Candice K. Lee,  
City Attorney

**CHAMBER**

Greater Conejo Valley Chamber of  
Commerce  
600 Hampshire Road, Suite 200  
Westlake Village, CA 91361

Don Phillipson

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

Name:

Title: Chairman

**EXHIBIT A**  
**TASKS TO BE PERFORMED**  
**CHAMBER'S PROPOSAL OF SERVICES**

Date: July 1, 2019

**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 (Electronic) –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 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.

- 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.
- Provide legislative updates that are relative to the business community.
- Provide educational programs that enhance the leadership of local/regional business leaders.