

REPORT TO CITY COUNCIL

DATE: JUNE 28, 2023

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: NATHAN HAMBURGER, CITY MANAGER

BY: RAMIRO ADEVA, ASSISTANT CITY MANAGER

SUBJECT: DISCUSS CONTRACT RENEWAL WITH THE GREATER CONEJO VALLEY CHAMBER OF COMMERCE

On June 30, 2023, the current contract with the Greater Conejo Valley Chamber of Commerce (Chamber) will expire. Staff is seeking direction on the potential to renew the agreement with the Chamber.

For over a decade, the Chamber has been a valued partner of the City, providing exceptional services that include things such as production of the annual State of the City event, annual awards gala that honors local businesses and community leaders, annual regional economic forecasts, marketing and promotion for the local business community, and a host of other services that can be found listed in Exhibit A of the attached draft agreement.

On June 15, 2023, at a publicly noticed meeting of the Land Use Economic Development Subcommittee (LUEDC), Councilmember Deborah Klein Lopez and Councilmember Jeremy Wolf gave initial feedback to staff, as well as to the Chamber President/CEO Danielle Borja, who made a brief presentation to the LUEDC highlighting the many services the Chamber provides as part of the existing contract. A copy of her PowerPoint slides are attached for reference.

As part of the discussion with the LUEDC, staff outlined two changes to the contract being proposed by the Chamber. The first is a 2.5% increase in the annual contract price, from \$78,000 to \$80,000. The second is a request to remove specific language from the current contract, under Section 5.3, which currently prohibits the Chamber from supporting candidates or potential candidates for political office within Agoura Hills. Refer to the attached agreement showing the two locations of the proposed changes highlighted in red.

The LUEDC was united in their support of the requested 2.5% increase in the contract price. However, they did not feel comfortable with the Chamber's request to eliminate the language that currently prohibits support for candidates and potential candidates for political office and wanted to engage in open dialogue with the entire City Council before providing final comments on this matter. To represent the initial feedback from the LUEDC, the attached draft agreement shows the LUEDC's recommended increase in the contract

price but does not eliminate the prohibition language until the full City Council has had a chance to consider and discuss this request from the Chamber.

From a budget standpoint, General Fund dollars have been included in the Fiscal Year 2023-24 and Fiscal Year 2024-25 budgets to cover the cost of the contract.

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

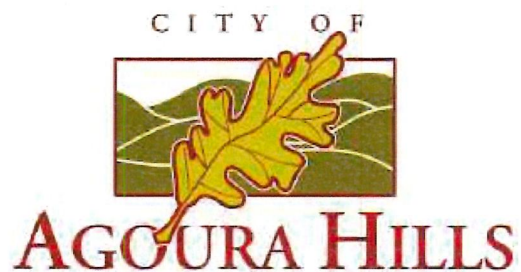
RECOMMENDATION

Staff respectfully recommends the City Council consider the feedback from the LUEDC, and provide direction on the potential to renew the agreement with the Greater Conejo Valley Chamber of Commerce.

Attachments: PowerPoint slides prepared by Chamber President/CEO Danielle Borja
Draft Agreement for Professional Services with changes proposed by Chamber



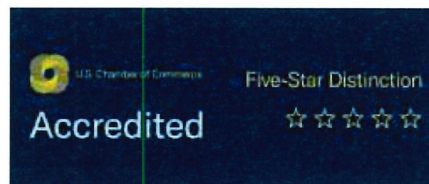
Accomplishments & Highlights



The Mission

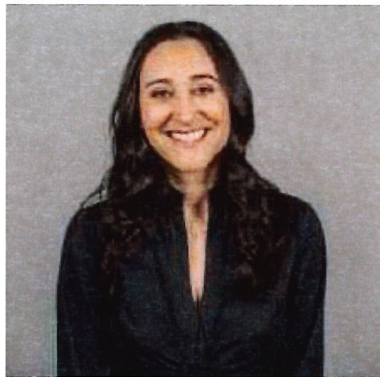


To promote the economic success of our members and strengthen the business community in Conejo Valley through leadership, advocacy and programming.

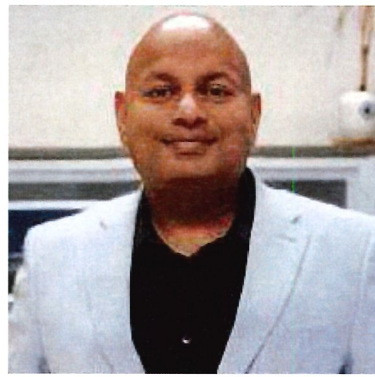


Chamber Leadership

Board of Directors, Agoura Hills Businesses



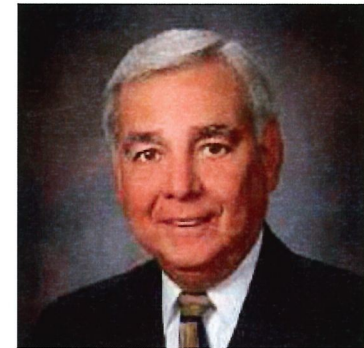
Maria Camacho,
Los Angeles Rams



Vikas Kaushik,
TechAhead



Leanne Alva,
Connect Escrow, Inc.



William Koehler,
Former Agoura Hills
Councilmember/
Attorney at Law

Pandemic Business Support



Distribution of Small Business Grants

Drive Thru Distribution of PPE Supplies

LA County Variance

**Additional Federal Funding for Hotels & Restaurants,
2nd round of Paycheck Protection Program**

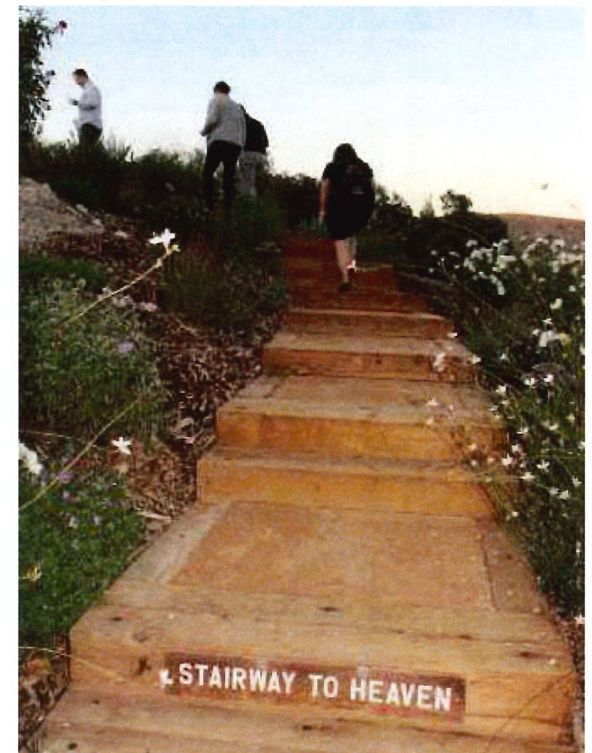
Ribbon Cuttings in Agoura Hills



AFC Urgent Care
Courtyard by Marriott
Agoura Hills
One Sports RX
Howard's
Clean Juice

2021 & 2022 Chamber Programs

Food & Wine Trail @ Whizen's | Mixers @ Oakmont and Heaven's Hill Estate



GREATER
CONEJO VALLEY
CHAMBER OF COMMERCE



Spotlight Breakfast Series

ALL programs held at the Courtyard by Marriott Agoura Hills



State of the Chamber

Civic Leaders Breakfast with **Mayor Chris Anstead** and **Supervisor Horvath**

Health & Wellness Breakfast



2022/2023 Signature Events

Regional Economic Forecast | Recognition Gala | 40 Under Forty
Job Fair | MIXPO | Taste of Conejo | State of the City Agoura Hills

Regional Economic Forecast

**Economic Update +
Panel Discussion on Housing, Water and Regional Biotech Growth**



Recognition Gala

America's Teaching Zoo



GREATER
CONEJO VALLEY
CHAMBER OF COMMERCE



40 Under Forty Awards

July 15, 2022 – Hyatt Regency Westlake



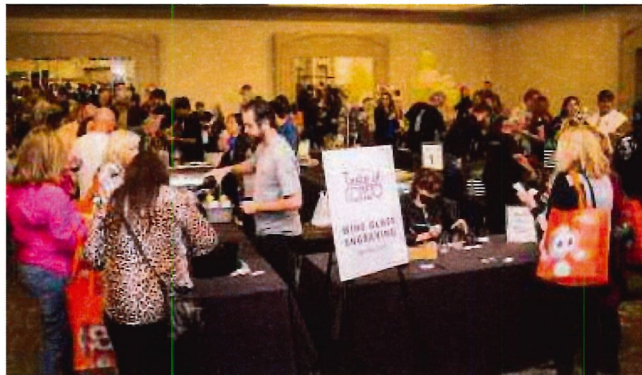
MIXPO

September 22, 2022 – The Gardens at Los Robles Greens



Taste of Conejo

November 6, 2022 – Hyatt Regency Westlake



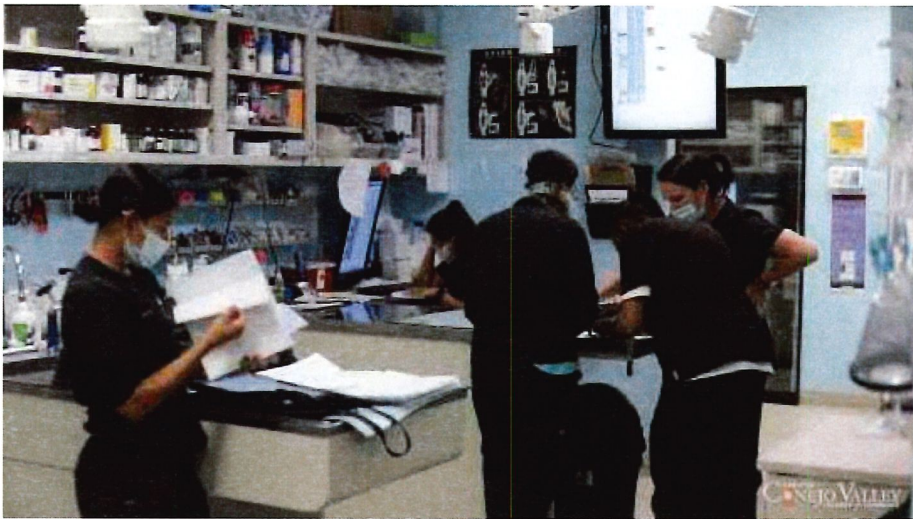
11th Annual
**Taste of
CONEJO**

State of the City Agoura Hills

October 26, 2022 @ Agoura Hills Recreation & Event Center



Small Business Stories Video Series



Veterinary Angels Medical Center | FOY Life

New in 2023



Business Development Workshop Series
+
Business Consulting





32
participants

19 industries
represented



Westlake Village City Hall



Los Robles Hospital

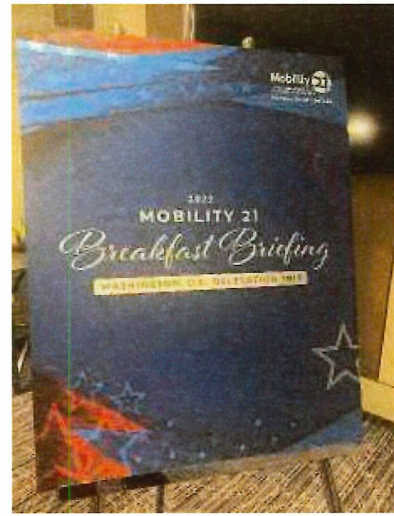


Agoura Hills City Hall



Sports Academy

2022 Federal Advocacy



Took positions on **4 bills** including the **CHIPS act** to provide tax incentives to manufacture semiconductors in the U.S.

D.C. Trip with Mobility 21 advocating for **transportation funding** for Southern CA.

State Advocacy



Took positions on **13 bills at the State level in 2022**
and attended the 2023 CalChamber Capitol Summit in Sacramento
receiving our 15th President's Circle Award and met with local legislators.

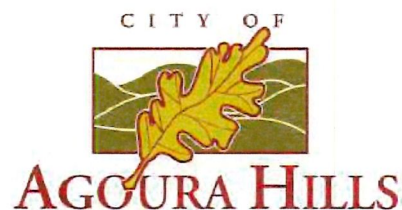
State Advocacy



- Advocated for enhanced repayment of the COVID-related state Unemployment Insurance Debt.
- Advocated against new requirements in the California Environmental Quality Act.
- Opposed California Single-Payer Healthcare.
- Supported funding to allow small businesses to repairs related to compliance with the Americans with Disabilities Act.



Thank you for your partnership!



AGREEMENT FOR PROFESSIONAL SERVICES
WITH THE CITY OF AGOURA HILLS

NAME OF CONTRACTOR:	Greater Conejo Valley Chamber of Commerce
RESPONSIBLE PRINCIPAL OF CONTRACTOR:	Attn: Danielle Borja
CONTRACTOR'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:	Ramiro Adeva
COMMENCEMENT DATE:	June 30, 2023
TERMINATION DATE:	June 30, 2025
CONSIDERATION:	Contract Price Not to Exceed: \$80,000/yr

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

THIS AGREEMENT is made and effective as of July 1, 2023, 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 1, 2023 , and shall remain and continue in effect until tasks described herein are completed, but in no event later than June 30, 2025, -with an annual review to occur annually unless extended by written agreement of the parties or terminated earlier in accordance with Section 10 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. PERFORMANCE

In meeting its obligations under this Agreement, Contractor shall at all times faithfully and competently perform all tasks described herein in a manner satisfactory to CITY and consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions.

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 **eighty thousand dollars and no cents (\$80,000.00) 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 forty- thousand dollars and no cents (\$40,000.00) 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.

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 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.

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. INSURANCE REQUIREMENTS

Prior to commencement of work, Contractor shall procure, provide, and maintain, at Contractor'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 Contractor, 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. If the Contractor has no employees while performing under this Agreement, worker's compensation insurance is not required, but Contractor shall execute a declaration that it has no employees.

B. Minimum Limits of Insurance. Contractor 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

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 Vendor 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 and automobile liability policies are 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 Contractor; products and completed operations

of the Contractor; premises owned, occupied or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. 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 Contractor'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 Contractor'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 Contractor'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. Contractor 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.

12. GENERAL PROVISIONS

12.1 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.

12.2 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.

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

12.4 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.

12.5 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.

12.6 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.

12.7 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.

13. COUNTERPARTS

This Agreement may be executed in counterparts, all such executed counterparts shall constitute the same agreement, and the signature of any party to any counterpart shall be deemed a signature to, and may be appended to, any other counterpart.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

CITY OF AGOURA HILLS

Chris Anstead,
Mayor

ATTEST:

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

APPROVED AS TO FORM:

Candice K. Lee,
City Attorney

CONTRACTOR

Greater Conejo Valley Chamber of
Commerce
600 Hampshire Road
Danielle Borja
805-370-0035

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

[Signatures of Two Corporate Officers Required]

EXHIBIT A

TASKS TO BE PERFORMED

The specific elements (scope of work) of this service include:

CHAMBER'S PROPOSAL OF SERVICES

Services include but are not limited to the following:

Marketing & Technology

- Buy Local Program including an Agoura Hills Restaurant page for the Chamber website.
- Maintain the Chamber website that attracts 70K unique users on an annual basis
- Active social media channels promoting the business community: Facebook (3.5K+), Instagram (1.7K+), Twitter (1K+) and LinkedIn.
- Weekly View e-newsletter (every Tuesday) & Capitol Connection (monthly) - 3K+ subscribers.
- Low cost marketing options for our members including: The Weekly View e-newsletter, solo e-mail blasts and paid posts via social media.
- Maintain and continue to build partnerships with local media including: The Acorn, San Fernando Business Journal and Pacific Cost Business Times.

Programs

- Host Legislative Roundtable and Education Committee on a monthly basis.
- Chairman's Club represents over 50 highly invested corporate partners who receive multi-platform marketing alongside Chamber branding.
- Emerging Leaders, a young professionals group, meets on a monthly basis and participates in volunteer opportunities in the local community.
- Conejo Senior Resource Network is a trusted group of business professionals that support needs of the senior community.
- Chamber has (4) category exclusive Networking Groups for businesses looking to expand their professional networks.
- Leadership Conejo is a 9-month leadership program designed to enhance the leadership skills of local/regional leaders.
- 20+ Chamber ambassadors extend Chamber outreach in the community.
- Grant program through the Chamber's Foundation supports local non-profits; \$10K in 2020.
- City staff has the opportunity to present to groups within the Chamber as requested.

Events

- Host monthly mixers and breakfasts, or other networking opportunities in place of, to create a productive networking environment. Location of events to be split between various City boundaries when possible.
- Host a version of an EXPO to promote economic development in the City and area.
- Host an annual Regional Economic Forecast highlighting local and state economic trends.
- Host 40 Under Forty Awards honoring young professionals in the community for their professional and community contributions.
- Host an annual Recognition Gala honoring our Outgoing Chair and (7) award categories.

- Produce the annual "State of the City" Agoura Hills event. Date, time and event content shall be coordinated with the City Manager or his/her designee(s). The event is to occur with the City's boundaries.

Outreach/Support

- Act as a liaison between businesses and City to resolve business issues
- Continue to actively recruit and sustain membership of business in Agoura Hills
- Provide monthly reports to the City Council on Chamber activities and overall business climate.
- Staff and facilitate Business Roundtables as needed
- Open seat with the existing Chamber Board shall be made available to Agoura Hills members, with a minimum representation of 3 members.
- Provide relocation and visitor information assistance to the public as needed.
- Discounted compliance material to help businesses with employment laws requirements.
- Assist the City in promoting and participate as requested in Reyes Adobe Days.
- Provide the City with an Annual Report within (90) days of the close of each fiscal year on the "State of the Chamber" that will summarize the Chamber's activities and achievements.
- Participation in regional tourism activities and strategic planning (other specific duties come under a separate agreement).