

REPORT TO CITY COUNCIL

DATE: DECEMBER 9, 2009

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: NATHAN HAMBURGER, ASSISTANT CITY MANAGER *nh*

VIA: GREG RAMIREZ, CITY MANAGER *GR*

SUBJECT: REQUEST FOR APPROVAL OF A PROFESSIONAL SERVICES AGREEMENT WITH THE THOUSAND OAKS/WESTLAKE VILLAGE REGIONAL CHAMBER OF COMMERCE

At the October 28, 2009 meeting of the City Council, the Thousand Oaks/Westlake Village Regional Chamber of Commerce made a presentation setting forth a proposal to provide business related services on behalf of and in partnership with the City of Agoura Hills. The proposed scope of services ranges from assisting with local business programs to bringing vital training and business programs locally. This partnership allows the City to work with the Chamber of Commerce to bring needed business resources to the doorsteps of local businesses. The Chamber has access to and can help accumulate information and data about the local employment base and business community that the City would normally not be able to collect and utilize due to the fact that there is limited staff available. The Chamber has the ability to act as an arm of the City and can reach out to local businesses with their dedicated staff and business success focused programs.

The Thousand Oaks/Westlake Village Regional Chamber of Commerce has approximately 1,300 members and has served the communities of Westlake Village, Thousand Oaks and Newbury Park for many years. It has an extremely strong and positive reputation in the community; due in part to their very high level of service to their membership. They provide thousands of referrals each year to their member businesses and their website receives over 45,000 "visits" per month.

This Chamber is accredited by the U.S. Chamber of Commerce; one of just a few chambers recognized in this way. In addition, they are one of only nine chambers in the State of California with an impressive four-star rating. Their Board encompasses representatives from many different business sectors; however, their proposal to the City is that they would welcome Board members from Agoura Hills (currently, one Agoura Hills business member is a Board member). They would also consider a name and logo change to include the City of Agoura Hills. Since they are a member driven Chamber their members usually stay with them for as long as they are in business.

Before the City Council is an agreement outlining the scope of services to be provided as well as the various terms of the agreement. Some of the services set forth in the Chamber's proposal, are the following:

1. Staffing to assist with the Business Task Force, Buy Local Program, and business newsletter
2. Statistical "Drilled Down" analysis of the types of businesses in Agoura Hills and employment base data
3. Annual retail census report
4. Business outreach and identification
5. Web development related to business

Funding for this agreement for the remaining of the current fiscal year is available in the Redevelopment Agency funds and in General Funds that were allocated for Economic Development programs. Funding in future years would be accounted for through the annual budget process that is approved by the City Council.

The Chamber's Executive staff has met at length with City staff to come to a consensus on the terms of the proposed Professional Services Agreement. The Economic Development Committee (Mayor Koehler and Councilmember Edelston) and the Business Taskforce members have also reviewed the proposed service details and agreement and are recommending approval.

RECOMMENDATION

The Economic Development Committee and staff respectfully recommend the City Council approve the Professional Services Agreement with the Thousand Oaks/Westlake Village Regional Chamber of Commerce and authorize the City Manager to review and renew the Agreement annually as outlined, as part of the fiscal budget approval process.

Attachments: Agreement – TO/WLV Regional Chamber of Commerce

AGREEMENT FOR PROFESSIONAL SERVICES
WITH THE CITY OF AGOURA HILLS

NAME OF CONTRACTOR: Thousand Oaks/Westlake Village
Regional Chamber of Commerce

RESPONSIBLE PRINCIPAL OF CONTRACTOR: Attn: Jill Lederer

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

COMMENCEMENT DATE: January 1, 2010

TERMINATION DATE: June 30, 2012

CONSIDERATION: Contract Price
Not to Exceed: \$ 45,000 /yr

PROFESSIONAL SERVICES AGREEMENT
(City of Agoura Hills/Thousand Oaks-Westlake Village 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 Thousand Oaks-Westlake Village Regional 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.

Chamber agrees to change the current name to reflect the contractual relationship with the City of Agoura Hills with a mutually agreed on name.

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 January 1, 2010 and shall expire on June 30, 2012 with a review to occur annually unless extended by written agreement of the parties or terminated earlier in accordance with Section 10 below.

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 twenty-five thousand dollars (\$25,000) for the first year of this Agreement and subsequent years at a rate not to exceed forty thousand (\$40,000). Such payment shall constitute full and complete satisfaction for Chamber's Basic Services. For the annual performance of the Enhanced Services set forth in Exhibit A, City shall pay Chamber five thousand dollars (\$5,000) per year. Such payment shall constitute full and complete satisfaction for Chamber's Enhanced Services.

5.2 City shall disburse the payments required by this paragraph on a bi-annual basis during the term of this Agreement, commencing January 1, 2010, in equal installments of twelve thousand and five hundred dollars (\$12,500.00) for the first year of service and twenty thousand dollars (\$20,000) in subsequent years 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:

Thousand Oaks-Westlake Village
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, attorneys fees.

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”
Thousand Oaks-Westlake Village
Regional Chamber of Commerce

By: _____
William D. Koehler, Mayor

By: _____
Chairman

Date: _____

Date: _____

Attest:

By: _____
Kimberly Rodrigues, City Clerk

Approved as to form:

By: _____
Richards, Watson & Gershon
A Professional Corporation

EXHIBIT A
CHAMBER'S PROPOSAL OF SERVICES

Date: January 1, 2010

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 with Business Task Force
- 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 the Amgen Tour of California Race
- 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.

ENHANCED SERVICES:

Chamber shall provide the following Enhanced Services:

Business Identification: In conjunction with City, plan and implement a business outreach and identification program designed to raise the visibility and awareness of Agoura Hills businesses.

Economic Development Brochure: Provide staffing assistance in updating City economic development brochure and marketing materials as needed.

Census: Prepare one update of the business center census report covering the businesses located within the incorporated area of the City to be submitted in Fiscal Year 2010-11. Provide City with both a hardbound copy as well as an electronic media file as required.

YEAR I

- Mailer to all Businesses
- Actively recruit and sustain membership of businesses within Agoura Hills.