

**AGREEMENT FOR
ECONOMIC DEVELOPMENT AND BUSINESS ASSISTANCE SERVICES FOR
FISCAL YEARS 2023-2025**

THIS AGREEMENT is made and entered into on _____, 2023, by and between the City of Lompoc, a California municipal corporation (CITY), and the Lompoc Valley Chamber of Commerce, a California non-profit corporation (CHAMBER), with reference to the following facts:

- CITY desires to promote CITY as a tourism destination and for business development, and desires that all local business owners and entrepreneurs are provided with timely information regarding the establishment and expansion of local businesses, thereby enhancing the general state of the local economy;
- Government Code section 37110 authorizes the expenditure of monies accruing to the General Fund for promotion of CITY;
- CHAMBER is organized and equipped to carry out the promotional, economic development, and business assistance activities desired by CITY, and has special local knowledge, expertise, skill, and facilities for promotional work; and,
- CITY desires to retain CHAMBER to secure performance of economic development and business attraction, retention and assistance services.

NOW, THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

- I. **ADMINISTRATION**. This Agreement shall be administered by CITY'S City Manager, or their designee, for CITY; and by the President/CEO, or their designee, for CHAMBER.
- II. **SCOPE OF SERVICES AND COMPENSATION**. During the term of this Agreement, CHAMBER shall perform the following services in fulfillment of this Agreement:
 - A. **Economic Development, Business Assistance Services and Tourism**

Compensation:

General services not to exceed \$90,000 between September 1, 2023, and June 30, 2024, and \$108,000 per Fiscal Year (July 1-June 30) thereafter; and

Consulting services (Retail Strategies, LLC) not to exceed \$35,000 between September 1, 2023, and June 30, 2024, and \$35,000 per Fiscal Year thereafter; and

Financial auditing expenses not to exceed \$3,000 between September 1, 2023, and June 30, 2024, and \$3,000 per Fiscal Year thereafter.

Method of Payment:

CHAMBER shall be paid \$12,800 during the first two weeks of each month between September 1, 2023, and June 30, 2024, and \$12,167 during the first two weeks of each month starting July 1, 2024, for the remaining term of this Agreement.

B. Economic Development

1. Provide economic development services designed to attract new business activity, retain/expand existing businesses, and support the development of new start-up businesses.
2. Work with local and regional economic development practitioners (including commercial real estate brokers, commercial developers, property owners, city/county/state officials, etc.) to identify opportunities for new business development. Solicit, track, and facilitate responses/proposals related to prospective new business opportunities. Maintain a roster of available properties that could be used to locate new businesses.
3. Support the retention/expansion of existing businesses by serving as a local business liaison, connecting businesses to community resources and relationships that will foster their economic success. Activities to include but not limited to:
 - a. Conduct one-on-one business meetings, as needed, to check in on the needs of the business community.
 - b. Send out welcome packet for new business license owners containing listing of community contacts and resources.
 - c. Continue working with SBA, SCORE, etc. to provide educational opportunities for businesses through dissemination of information, business luncheons/workshops as opportunities become available.
 - d. Provide connectivity with CITY staff and/or City Council for the business opening process.
4. Work directly with Educational Institutions regarding workforce needs: Lompoc Unified School District, Lompoc Adult School, and Allan Hancock College.
5. Advocate for a vibrant, and economically attractive, local business environment.
6. Represent the community at business attraction events and at relevant economic development industry/professional events.

7. Identify any improvements, potential new programs, and/or suggestions that would enhance economic development in Lompoc that may then be recommended to the City.
- C. **Tourism Promotion.** The following Tourism Promotion Services shall be provided by CHAMBER on an annual basis:
1. **Visitor Information.** Answer all telephone calls requesting general visitor information, local event information, points of interest, accommodations, and attractions.
 2. **Website.** Maintain and update CHAMBER’S website and respond appropriately to all e-mail messages received.
 3. **Printed Marketing Materials.** Print, in such quantity as to meet demand, information about the community, local events, points of interest, accommodations, and attractions, and distribute as requested. Quantities shall be adjusted upwards or downwards as necessary to meet demand:
 4. **Brochure Distribution.** Along with the efforts of Explore Lompoc, fill and maintain appropriate off-site locations for the distribution of local tourism brochures and information, including the CA Welcome Centers in Pismo Beach and Oxnard. CHAMBER shall monitor and evaluate the effectiveness of existing distribution points to maximize exposure. These locations shall include the premises of CHAMBER Members, nonmembers of CHAMBER and tourist destinations including, but not limited to, the Chambers of Commerce of Buellton and Solvang.
 5. **Office Reception.** Provide on-site greeting and volunteer staff, for the street level desk of CHAMBER’S location at 111 S. “I” Street. Such staff shall be present, from 10:00 AM to 2:00 PM, Mondays through Saturdays, as volunteers are available.
 6. **Film Industry Assistance.** Serve as first point of contact for film production companies for location information and vendor referrals.
 7. **Events.** CITY desires to increase events in Old Town; whenever possible. CHAMBER, CITY, and other partners will work together to consider locating events in Old Town, increasing the hours and quantity of events held in Old Town and connecting Old Town events via branding and marketing. CHAMBER will coordinate and manage, at a minimum, the following events as budget, sponsorships and committee involvement allow and CITY will waive fees associated with rentals of CITY facilities to host those CHAMBER facilitated community events, which includes but is not limited to the following events:

- a. Old Town Market to run 6-7 consecutive Fridays during summer months
- b. State of the City Address
- c. State of VSFB Luncheon
- d. Annual Awards Dinner
- e. Small Business Saturday
- f. Old Town Trick or Treat

8. **Recreation and Wine Industry.** In addition to the existing tourism services provided by the CHAMBER in regard to marketing and promotion of the area's natural beauty, special events, attractions, specialty businesses, small town friendliness and the overall desirable quality of life in Lompoc, it will also work in the following areas to enhance and promote recreation and the growing local wine industry:

- a. Explore and develop new cooperative cross marketing promotional opportunities in partnership with local businesses and Explore Lompoc to promote the expanding wine industry and recreational activities in the Lompoc Valley.

9. **Cannabis Industry.** In addition to the existing services provided by the CHAMBER in regards to marketing and promotion of the area's natural beauty, special events, attractions, specialty businesses, small town friendliness, recreation and wine industry, and the overall desirable quality of life in Lompoc, it will also work in the following areas to enhance and promote the growing local cannabis industry and local cannabis businesses:

- a. Explore and develop new cooperative cross marketing promotional opportunities in partnership with local cannabis businesses and/or Explore Lompoc to promote the expanding cannabis industry in the Lompoc Valley.”

D. BUSINESS ASSISTANCE SERVICES

- 1. Provide information regarding the City Profile including an economic profile, transportation, property, utilities, government, media resources, and quality of life. Provide information regarding business plans, marketing and other general business resources to potential start-up businesses and/or existing businesses as requested. Facilitate business resource information via providing access to on-line resources (ex: SBA.gov) and referrals to partners through the CHAMBER’S offices.
- 2. Host and advertise the consultation services and/or workshops that can be provided locally to the business community through programs of partners such as the Small Business Development Center Program (SBDC). CHAMBER will facilitate this effort when such programs are funded to provide their services in Santa Barbara County during the performance of this contract.

3. All business resource services will be provided to the general public without charge or offset and without regard to CHAMBER membership.
4. Act as “Business Assistance Team” providing guidance on navigating city processes relating to new business development.
5. CITY will provide CHAMBER overview of CITY process relating to new business development.

E. TOURISM RELATED EFFORTS

1. CHAMBER shall regularly reevaluate and update efforts in order to enhance and improve the following tourism and economic development related items currently under the purview of CHAMBER at no additional cost to CITY:
2. Continue to host the Annual Community Events Calendar on CHAMBER’S website. Alternative methods of data collection in support of the Community Events Calendar shall be investigated. Increase community input of special events for the existing Annual Community Events Calendar through e-mail, the weekly Friday Focus e-newsletter, and periodic news releases to the general public.
3. Utilize e-mail and links to CHAMBER website whenever possible to provide visitor packet information to fulfill requests faster and save paper, copy and postage costs, in order to facilitate cost effective distribution.
4. Enhance its website and use it to provide current visitor information/relocation information and economic development information including CITY profile pages, demographics, and labor information.

F. RECIPROCITY IN ENGAGEMENT

1. CHAMBER and CITY, at times, will independently review policy decisions that will be made by CITY’S City Council, such as businesses taxes and fees, for example. When such items are being brought forward by CITY or CHAMBER, the designated representatives of each entity will, as soon as possible, contact the other and inform them of the policy matter being brought forward and share perspectives on the issues. If CHAMBER plans to discuss with its Board and/or Membership, such matters, then it will also extend an invitation for CITY to present its perspective on the topic to the CHAMBER Board or Membership as appropriate. CHAMBER may take a position on a CITY matter that is different from CITY staff recommendations; however, CHAMBER will allow and invite CITY staff to share its perspective during CHAMBER deliberations on such matters and prior to the CHAMBER finalizing its position on the topic.

III. **REPORTING REQUIREMENTS**

A. CHAMBER shall obtain an independent financial audit annually to submit to the CITY with the annual report and will meet the following:

1. The financial audit shall be a full audit in the first year and every two years thereafter (first year, third year, fifth year, etc.). In the alternate years (second year, fourth year, etc.) the financial audit shall be an accounting review.
2. The independent auditing firm shall be a Certified Public Accounting firm.

B. CHAMBER shall provide CITY with one annual report no later than March 31st.

The reports shall, at a minimum, document the activities performed by CHAMBER during the reporting period and will specifically address the following:

1. Economic Development & Business Services Provided
 - a. Any allowable reportable actions performed by Retail Strategies in regards to new businesses.
 - b. New memberships.
2. Social Media
 - a. Summary of any promotions to increase reach
 - b. Facebook – Number of Likes
 - c. Instagram – Number of Followers
 - d. Report on any other avenues implemented
3. The number of advertising placements made
4. Detailed descriptions of events coordinated and managed by CHAMBER
5. The number of small business seminars conducted
6. A comprehensive budget including a detailed and itemized list of expenses that have been charged against the monthly payment received by CITY and CHAMBER's contribution to the expense item.

IV. **FAILURE TO MEET MINIMUM REQUIREMENTS**

A. If CHAMBER fails to fulfill the minimum requirements of this Agreement, or to otherwise comply with any provision of this Agreement, then the matter shall be investigated by CITY'S City Manager, or his/her designee, who shall make a recommendation to CITY'S City Council as to the remedy for breach of this Agreement. The breach may be cured by reasonable substitution of services provided, by reimbursement of a portion of the fee paid by CITY to CHAMBER, or

by other such remedy as the City Council may reasonably require. CITY and CHAMBER agree the decision of the City Council shall be final and conclusive.

- V. **TERM OF AGREEMENT.** This Agreement commences on September 1, 2023, and terminates on June 30, 2025, unless earlier terminated as provided in Section VI, below.
- VI. **TERMINATION OF AGREEMENT.** CITY may terminate this Agreement, with or without cause, effective immediately upon CITY's giving written notice thereof to CHAMBER which notice shall be given only after the City Council considers the termination at a public meeting. Upon such termination, on CITY's demand, CHAMBER shall promptly reimburse CITY on a pro-rata basis for any unearned portion of the monthly payment.
- VII. **PROMOTIONAL MATERIALS.** Copies of promotional materials, visitor guides, maps, and media advertisements developed in conjunction with this Agreement shall be provided to CITY in reasonable numbers upon request.
- VIII. **ACCOUNTING.** CHAMBER shall establish and maintain on a current basis an adequate accounting system, in accordance with generally accepted accounting principles and standards, for the accounting of all Agreement-related funds.
- IX. **AGREEMENT EVALUATION AND REVIEW.** CHAMBER shall make available for inspection, by authorized CITY personnel, financial and all other records pertaining to the performance of this Agreement, and allow authorized CITY personnel to inspect and monitor its facilities and program operations.
- X. **INSURANCE.** CHAMBER shall procure and maintain for the duration of this Agreement adequate insurance against claims for personal injury, bodily injury, and property damage that may arise from, or in connection with, the performance of the work hereunder by CHAMBER, its agents, representatives, employees, subcontractors, or volunteers.

A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage (occurrence from CG 0001).
2. Insurance Services Office form number CA 0001 (Ed. 1/87) covering Automobile Liability, code 1 (any auto).
3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

B. Minimum Limits of Coverage

CHAMBER shall maintain coverage limits not less than:

1. General Liability: \$1,000,000 per occurrence for bodily injury, personal injury, or property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, then either the general aggregate limit shall apply separately to this Agreement or the general aggregate limit shall be \$2,000,000.
2. Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.
3. Employer's Liability: \$1,000,000 per accident for bodily injury or disease.

C. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions shall be declared to and approved by CITY. At the option of CITY, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects CITY, its officers, officials, employees, and volunteers; or CHAMBER shall provide a financial guarantee satisfactory to CITY guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

D. Other Insurance Provisions

The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. CITY, its officers, officials, employees, and volunteers are to be covered as insureds with respect to liability arising out of automobiles owned, leased, hired, or borrowed by or on behalf of CHAMBER, and with respect to liability arising out of work or operations performed by or on behalf of CHAMBER including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage may be provided in the form of an endorsement to CHAMBER's policy, or as a separate owner's policy.
2. For any claims arising from this Agreement, CHAMBER's insurance coverage shall be primary insurance as respects CITY, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by CITY, its officers, officials, employees, or volunteers shall be excess of the CHAMBER's insurance and shall not contribute with it.
3. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled or substantially reduced by either party, except after 30-days' prior written notice by certified mail, return receipt requested, has been given to CITY.

4. Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under California Civil Code subsection 2782(b).

E. Acceptability of Insurers

Insurance shall be placed with insurers with a current A.M. Best's rating of at least A:VII.

F. Verification of Coverage

CHAMBER shall furnish CITY with original certificates and amendatory endorsements effecting coverage required by this Agreement, in a form acceptable to the City Attorney. All certificates and endorsements are to be received and approved by CITY before this contract is executed. CITY reserves the right at any time to require complete, certified copies of all required insurance policies, including endorsements, affecting the coverage required by this Agreement.

G. Subcontractors

CHAMBER shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage and other requirements for subcontractors shall be subject to all of the requirements stated herein for CHAMBER.

- XI. **INDEMNIFICATION**. CHAMBER agrees to indemnify, defend and save harmless, CITY, its agents, officers, employees, and volunteers from and against any and all liability, expense (including defense costs and attorneys' fees) and claims for damages of any nature whatsoever, including but not limited to bodily injury, death, personal injury, or property damage arising from or connected with CHAMBER'S and any of its agents', officers', employees', and volunteers' operations, or its/their services, hereunder.
- XII. **DISCRIMINATION**. No person shall, on the grounds of race, sex, creed, color, religion, national origin, handicap, or disability, be excluded from participation in, refused the benefits of, or otherwise be subjected to discrimination in any activities, programs, or employment supported by this Agreement.
- XIII. **ASSURANCES**. CHAMBER hereby assures and certifies that it will comply with all applicable Federal, State, and local laws as they relate to acceptance and use of CITY funds for this program and to CHAMBER's performance of this Agreement.
- XIV. **NOTICES**. All notices, reports, and statements shall be given in writing and served personally or by first class mail.

To CHAMBER:

President/CEO
Lompoc Valley Chamber of Commerce and Visitor's Bureau
111 South I Street
Lompoc, CA 93436

To CITY:

City Manager
City of Lompoc
100 Civic Center Plaza
Lompoc, CA 93436

- XV. **ASSIGNMENT.** This agreement is not assignable by CHAMBER without the express written advance consent of CITY. Any attempt by CHAMBER to assign any performance of the terms of this Agreement shall render this Agreement null and void.
- XVI. **INDEPENDENT CONTRACTOR.** In the performance of this Agreement, each party will be acting in an independent capacity and not as agents, employees, partners, joint venturers, or associates of the other party. The employees or agents of one party shall not be deemed or construed to be the agents or employees of the other party for any purpose whatsoever.
- XVII. **REPORTS AND RECORDS.** CHAMBER agrees to prepare and submit financial, program progress, monitoring, evaluation, and other reports as such reports are described herein, as may be reasonably requested of CHAMBER by CITY's City Manager, or his/her designee.
- XVIII. **SECTION HEADINGS.** The section headings appearing herein shall not be deemed to govern, limit, modify or in any manner affect the scope, meaning or intent of the provisions of this Agreement.
- XIX. **INTERPRETATION.** The terms and conditions of this Agreement shall be construed pursuant to their plain and ordinary meaning and shall not be interpreted against the maker by virtue of that party having drafted this Agreement.

(Signatures on following page.)

IN WITNESS WHEREOF, CITY and CHAMBER hereby execute this Agreement through their respective authorized officers as though such had executed this Agreement on the date, month, and year first above written.

CITY OF LOMPOC, a municipal corporation

LOMPOC VALLEY CHAMBER OF COMMERCE, a California nonprofit corporation

By: _____
Dean Albro, City Manager

By: _____
Chairman Chamber Board of Directors

Attest:

By: _____
DeVika Stalling
Chamber CEO

By: _____
Stacey Haddon, City Clerk

Approved as to form:

By: _____
Jeff Malawy, City Attorney

