

CITY OF YORBA LINDA SERVICE AGREEMENT

THIS AGREEMENT made and entered this ____ day of August 2021, by and between the **CITY OF YORBA LINDA** municipal corporation hereinafter designated as "CITY" and the **YORBA LINDA CHAMBER OF COMMERCE**, a nonprofit corporation, hereinafter designated as "CHAMBER."

WITNESSETH

WHEREAS, the CITY is desirous of promoting its advantages as a business, industrial, and residential center and disseminating information relative thereto and properly following up and considering inquiries made relative to the various activities of said CITY and its possibilities as a residential, industrial, and business area; and

WHEREAS, there has been and continues to be an increasing demand for information and other services being requested by the general public and business community; and

WHEREAS, the CHAMBER, a nonprofit corporation located within the City of Yorba Linda, has facilities for disseminating information and is organized for and equipped to carry out promotional activities on behalf of said CITY and to publicize and exploit its advantages; and

WHEREAS, such activities are recognized by law as being in the public interest and serving a public purpose; and

WHEREAS, it is proper for the City Council to contract with the CHAMBER to perform certain ministerial and administrative functions herein set forth in accordance with those purposes and functions delegated by the City Council.

NOW, THEREFORE, in consideration of Agreements, herein contained, to be done by the parties hereto, said parties do hereby agree as follows:

1. That the CHAMBER will and does hereby undertake to carry on such promotional and advertising activities on behalf of the City of Yorba Linda and to particularly render the following services and pursue all performance measures outlined below:

- a. Maintain suitable quarters and employ competent personnel to properly carry on the promotional and advertising activities herein enumerated.

Performance Measure:

- Employ a full-time Executive Director, reporting to the Chamber President and Board of Directors. The Executive Director will work with the Chamber Board of Directors on developing and executing promotional and advertising activities. The goal of these activities will be to add value to Chamber members by: (1) providing meaningful knowledge of how each member can grow their business and (2) increasing Chamber member awareness of social and educational events that provide the opportunity to network with fellow Chamber members and others in the community.
- b. Promote Yorba Linda as a key location for new and expanding business and industry and ensure businesses thrive and remain in Yorba Linda.

Performance Measure:

- Solicit continual feedback on the value of programs and events provided to Yorba Linda Chamber members through a membership survey. This survey will be conducted every calendar year, with results made available to the Chamber Board or Directors, Chamber Members, City Council, and City staff. Members, City Council, and City staff.
 - Visit Yorba Linda businesses, as part of the Business Alliance and the Chamber's Business Walkabout Program.
- c. Disseminate educational and promotional business information by means of correspondence, newspaper and electronic publicity, and personal contacts, favorably advertising such advantages and opportunities.

Performance Measure:

- Disseminate information by means of electronic monthly Chamber newsletter and press releases. The Chamber is to provide statistical data information on the readership when possible.
 - *Quarterly:* Evaluate and report to the Board of Directors the cost and benefit relationship of each program to ensure money is well spent.
 - *On-going:* Evaluate and recommend other programs that offer similar or better results at a reduced cost.
- d. Promptly answer all correspondence relating to the business, industrial, and residential advantages and opportunities in the City of Yorba Linda.

Performance Measure:

- Coordinate and share pertinent business-related items and related inquiries with City Staff regularly.
 - The Executive Director will be responsible for providing a report with statistical information to the Executive Committee at their monthly meetings. Additionally, this information is to be included as part of the quarterly report to the City Council.
- e. Distribute articles descriptive of the CITY'S resources whereby outside interests and individuals may be induced to locate in said CITY and any pertinent City information (including Police and Fire) as requested.

Performance Measure:

- Distribute City event information through the Chamber's email blasts and advise appropriate City officials of any meaningful response.

- Compile and publish information relevant to the business community (i.e. Business Directory List and Community Guide or updated City Information Pamphlet with City map). Copies are to be provided to the City for dissemination purposes.
- f. Develop effective means of communication and partnership opportunities with the City Council and City Departments.

Performance Measure:

- Meet quarterly with City staff and Yorba Linda officials concerning economic development and business opportunities, City events, announcements, internal proceedings, and key Chamber events. Meetings will be scheduled on quarterly basis and will be coordinated by the Chamber's President.
- g. Plan, organize, and implement educational programs, seminars, workshops for "adding value" to local businesses and fostering economic growth in Yorba Linda.

Performance Measure:

- The Chamber shall coordinate programs outlined in Exhibit A, attached hereto and incorporated herein by reference.
 - Chamber is to document the number of programs and the number of attendees and include this information in their quarterly report to the City Council.
- h. Furnish periodic reports of its activities to the City.

Performance Measure:

- Present an oral report to the City Council on a quarterly basis, outlining the tasks accomplished and providing an update on performance measures outlined herein. City staff will coordinate the presentation schedule.
- i. To prepare itself, through fundraising, new and renewed membership, or such other activities deemed appropriate to become financially independent should the City opt to discontinue contracting CHAMBER services.
- j. To carry on such other duties as may be deemed necessary by the CHAMBER to promote the business, industrial, and residential development of said CITY.
2. The term of this Agreement shall be for a term of (2) years beginning July 1, 2021 through June 30, 2023.
3. That in consideration for services performed by the CHAMBER for the CITY, as set forth in Paragraph 1 hereof, the CITY agrees to pay to the CHAMBER on an annual basis, the sum of twenty-five thousand dollars (\$25,000) for the period of July 1, 2021 through June 30, 2022 and twenty-five thousand dollars (\$25,000) for the period of July 1, 2022 through June

30, 2023. The Yorba Linda Chamber of Commerce shall provide an invoice to the City for payment each month. Said amount shall be paid to the CHAMBER in equal monthly payments and shall be paid on the third Wednesday of each month.

4. Additionally, on or before the first regular City Council meeting in June of each year, the CHAMBER shall submit to the City Council, a report on the expenditure of the funds pursuant to paragraph (1a) through (1j) of this Agreement. Such report shall be for assuring that CITY funds are being expended for those purposes set forth in the Agreement and for those purposes permitted by law.
5. The Chamber shall be responsible for City facility use fees, as deemed appropriate, for events sponsored solely by the Chamber (i.e. Taste of Yorba Linda, Yorba Days, etc.). Any event that is co-sponsored by the City may be considered for waiver or reduction of City facility use fees (i.e. Mayor's Prayer Breakfast, CPR classes, SCORE workshops, etc.) as deemed appropriate and necessary.
6. The Chamber pledges to act in good faith with respect to the execution of its responsibilities and duties herein undertaken. Further, the Chamber agrees to and shall provide to the City, upon request, an accounting with respect to how any or all funds provided under this Agreement were expended by the Chamber.
7. This Agreement may be terminated with or without cause by the CITY or CHAMBER upon fifteen (15) days written notice. In the event of termination, CHAMBER shall be compensated to date of termination as set forth in paragraph 2.
8. CHAMBER shall act as an independent contractor in providing services under this Agreement. Neither the CITY nor any of its employees shall have any control over the manner, mode or means by which CHAMBER, its agents or employees perform the services required herein, except as otherwise set forth herein. CHAMBER shall not at any time or in any manner represent that it or its agents or employees are agents of CITY.
9. CHAMBER agrees to indemnify the CITY, its officers, employees and agents against, and will hold and save them and each of them harmless from, any and all actions, suits, claims, damages to person or property, losses, costs, penalties, obligations, errors, omissions or liabilities ("Claims") that may be asserted or claimed by any person, firm or entity arising out of or in connection with the work, operations or activities of CHAMBER, its agents, employees, subcontractors, or invitees or arising from the acts or omissions of CHAMBER hereunder, or arising from CHAMBER's performance of or failure to perform any term, provision, covenant or condition of this Agreement. CHAMBER agrees to indemnify CITY whether or not there is concurrent passive or active negligence on the part of the CITY, its officers, agents or employees but excluding such Claims arising from the sole negligence or willful misconduct of the CITY, its officers, agents or employees, who are directly responsible to the CITY. CHAMBER will defend any action or actions filed in connection with any of said Claims and will pay all costs and expenses, including legal costs and attorneys' fees, incurred in connection therewith.

CHAMBER will promptly pay any judgment rendered against the CITY, its officers, agents or employees for any such Claims arising out of or in connection with the performance of this Agreement, or the operations or activities of CHAMBER hereunder. CHAMBER agrees

to save and hold CITY, its officers, agents and employees harmless from any such Claims.

10. No employee, officer, or official of the CHAMBER shall use CHAMBER resources or permit others to use CHAMBER resources for a political candidate campaign activity, local initiative or referendum campaign activity, personal purposes, or purposes not authorized by the CHAMBER Board of Directors. For purposes of this section the following definitions shall apply:

- a. "Personal purpose" means those activities the purpose of which is for personal enjoyment, private gain or advantage, or an outside endeavor not related to CHAMBER business.
- b. "Political Candidate Campaign Activity" means an activity constituting a contribution and shall include, but is not limited to, the following: (i) communications that contain express advocacy of the nomination or election of the candidate or the defeat of his or her opponent. (ii) Communications that contain reference to the candidate's candidacy for elective office, the candidate's election campaign, or the candidate's or his or her opponent's qualifications for elective office. (iii) Solicitation of contributions to the candidate or to third persons for use in support of the candidate or in opposition to his or her opponent. (iv) arranging, coordinating, developing, writing, distributing, preparing, or planning of any communication or activity described in clauses (i), (ii), or (iii), above. (v) Recruiting or coordinating campaign activities of campaign volunteers on behalf of the candidate. (vi) Communications directed to voters or potential voters as part of activities encouraging or assisting persons to vote if the communication contains express advocacy of the nomination or election of the candidate or the defeat of his or her opponent.
- c. "Local Initiative or Referendum Campaign Activity" means an activity constituting a contribution and shall include, but is not limited to, the following: (i) communications that contain express advocacy for, or opposition to, any local referendum or initiative measure expounded by Yorba Linda residents in petition form for qualifying said initiative or referendum for an election. (ii) Communications that contain express advocacy for, or opposition to, any local referendum or initiative measure that has qualified for an election. (iii) solicitation of contributions to any group, organization, third persons for use in support of, or in opposition to, a local initiative or referendum. (iv) arranging, coordinating, developing, writing, distributing, preparing, or planning of any communication or activity described in clauses (i), (ii), or (iii), above. (v) Recruiting or coordinating activities of volunteers on behalf of, or in opposition to, a local initiative or referendum. (vi) Communications directed to voters or potential voters as part of activities encouraging or assisting persons to vote if the communication contains advocacy for, or opposition to, any local referendum or initiative.
- d. "CHAMBER resources" means CHAMBER money, letterhead, phones, fax machines or equipment.

11. This Agreement shall be construed and interpreted both as to validity and to performance of the parties in accordance with laws of the State of California. Legal actions concerning any dispute claim or matter arising out of or in relation to this Agreement shall be instituted

in the Superior Court of the County of Orange, State of California, or any other appropriate Court in such County. CHAMBER covenants and agrees to submit to the personal jurisdiction of such Court in the event of such action.

12. If either party to this Agreement is required to initiate or defend or is made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to reasonable attorneys' fees. Attorneys' fees shall include attorneys' fees on any appeal, and in addition the party entitled to attorneys' fees shall be entitled to all other reasonable costs for investigating such action, taking depositions and discovery and all necessary costs the Court allows in such litigation.
13. All such fees shall be deemed to have accrued on commencement of such action and shall be enforceable whether such action is prosecuted to judgment.
14. No officer or employee of the CITY shall be personally liable to the CHAMBER, or any successor in interest, in the event of any default or breach by the CITY for any amount which may become due to the CHAMBER or its successor, or for breach of any obligation of the terms of this Agreement.
15. Any notice required to be given under this Agreement shall be in writing and shall be personally served or given by mail. Any notice by mail shall be deemed to have been given when deposited in the United States mail, certified and postage prepaid addressed to the party to be served as follows:

To: CITY

CITY OF YORBA LINDA
P.O. Box 87014
Yorba Linda, CA 92885-8714
Attn: City Manager

To: CHAMBER

YORBA LINDA CHAMBER OF COMMERCE
Yorba Linda Chamber of Commerce
4801 Park Avenue
Yorba Linda, CA 92886
Attn: Executive Director

16. This document represents the entire integrated Agreement between CITY and CHAMBER and supersedes all prior negotiations, representations or agreements, either written or oral.

CITY OF YORBA LINDA

By: _____
Peggy Huang, Mayor

Dated: _____

ATTEST:

By: _____
Marcia Brown, City Clerk

YORBA LINDA CHAMBER OF COMMERCE

By: _____
Susan Wan-Ross, Executive Director

Dated: _____

APPROVED AS TO FORM:
Rutan & Tucker, LLP

By: _____
Todd Litfin, City Attorney

EXHIBIT A

As referenced in section 1(g) of the Agreement, the following educational and business programs/services will be supported and implemented by the Yorba Linda Chamber of Commerce during the duration of the Agreement.

1. Partner with the City to host and organize annual "State of the City" Event for which the roles and responsibilities of each party are defined in Exhibit B.
2. Host E-waste Collections (quarterly) and Document Shredding Days (bi-annually) for Yorba Linda businesses and community residents
3. Host Ribbon Cutting Ceremonies
4. Host annual Police, Fire and Emergency Services Breakfast
5. Host annual Mayor's Prayer Breakfast
6. Host/Sponsor the City Council Candidates Forum in November 2020
7. Partner with the City to meet the needs of Yorba Linda businesses, including monthly Business "Walkabouts", quarterly Savi Ranch Business Alliance meetings, and continuing business assistance as requested
8. Prepare and present a quarterly report to the City Council, summarizing events, contacts, and accomplishments during the 3-month period