

**SPONSORSHIP AND ECONOMIC DEVELOPMENT JOBS INITIATIVE  
AGREEMENT BETWEEN THE CITY OF MENIFEE AND THE MENIFEE  
VALLEY  
CHAMBER OF COMMERCE**

**THIS AGREEMENT ("Agreement")** is made and effective as of this \_\_\_\_\_, **2023** by and between the **City of Menifee**, a municipal corporation (hereinafter referred to as "City"), **and the Menifee Valley Chamber of Commerce, a California Nonprofit Corporation** (hereinafter referred as the "Chamber"). In consideration of the mutual covenants, conditions and undertakings set forth herein, the parties agree as follows:

**1. RECITALS.** This Agreement is made with respect to the following facts and purposes which each of the parties acknowledge and agree are true and correct:

A. The City desires to promote its advantages as a business, industrial, tourist and resident center; disseminating information relative thereto, and of properly following up and giving consideration to inquiries made relative to various activities of City, and its possibilities as such to residential, industrial, tourist and business interests.

B. The Chamber has special knowledge, experience, and facilities for dissemination of information; and is organized for and equipped to carry out promotional activities to publicize and exploit its advantages, and assist the City, schools and businesses with workforce development needs.

C. Such activities are in the public interest and serving public purpose.

**2. TERM.** This Agreement shall commence on \_\_\_\_\_, **2023** ("Commencement Date"), and shall remain and continue in effect until tasks described herein are completed, but in no event later than **December 31, 2026**, unless sooner terminated pursuant to the provisions of this Agreement.

**3. CONSIDERATION/PAYMENT.**

A. The City shall pay to Chamber an amount not to exceed **One Hundred Thousand Dollars and No Cents (\$100,000.00) each contract year for a period of three years for a total amount of Three Hundred Thousand Dollars and No Cents (\$300,000.00) for the total term of this agreement** which will be allocated to pay for services and tasks described and set forth in Exhibit "A", attached hereto and incorporated herein as though set forth in full (the "Services"). Chamber shall complete the tasks according to the schedule of performance which is set forth in Exhibit "B." In addition to the compensation schedule set forth in Exhibit "B," City and Chamber shall mutually agree upon an implement a specific compensation schedule in each contact year which complies with Exhibit "B". Monthly reporting of accomplished tasks will be reviewed and provided by the Chamber to ensure all tasks and duties are fulfilled in a timely manner, in accordance with the chosen payment schedule. The actual compensation due to Chamber under this Agreement shall be based on the actual Services provided during the contract year or as mutually agreed upon, however, in no event shall the compensation for a contact year exceed the amount set forth in this Section, or the total compensation exceed the aggregate amount set forth in this Section. The first contract year shall begin on the Commencement Date and end on December 31, 2024. The second and third contract years shall begin on January 1 of 2025 and 2026 respectively, and shall end on December 31 of 2025 and 2026 respectively.

B. Chamber shall not be compensated for any services rendered in connection with its performance of this Agreement which are in addition to the Services, unless such additional services are authorized in advance and in writing by the City Manager or his/her designee. Chamber shall be compensated for any agreed upon additional services in the amounts and in the manner agreed to by City Manager or his/her designee and Chamber at the time City's written authorization is given to Chamber for the performance of said services.

C. Chamber shall provide monthly invoicing for actual Services performed. Payment of undisputed amounts shall be made within thirty (30) days of receipt of the invoice.

**4. PERFORMANCE.** Chamber shall at all times faithfully, competently, and to the best of its officer's ability, experience, and talent, perform all tasks described herein. Chamber shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing similar services as are required of Chamber hereunder in meeting its obligations under this Agreement.

**5. INDEMNIFICATION.** To the fullest extent permitted by law, the Chamber agrees to defend, indemnify, defend (with counsel selected by the City), and hold harmless the City, its officers, officials, employees, agents, and volunteers from and against any and all claims, demands, losses, defense costs or expenses, including attorney fees and expert witness fees, or liability of any kind or nature ("Claims") which the City, its officers, officials, employees, agents, and volunteers may sustain or incur or which may be imposed upon them for injury to or death of persons, or damage to property arising out of Chamber's negligent or wrongful acts or omissions or arising out of or in any way related to Chamber's performance or non-performance of this Agreement, excepting only Claims arising out of the gross negligence or willful acts or omissions of the City.

**6. SUSPENSION OR TERMINATION OF AGREEMENT WITHOUT CAUSE.**

A. Either Party may at any time, for any reason, with or without cause, suspend or terminate this Agreement, or any portion of the Services, by serving upon the other party at least thirty (30) days prior written notice. Upon receipt of said notice, both parties shall immediately cease all work under this Agreement, including resignation of board seat, unless the notice provides otherwise. If either party suspends or terminates only a portion of this Services such suspension or termination shall only be affected as to the Services terminated, and shall not make void or invalidate the remainder of this Agreement, as mutually agreed to

8. In the event this Agreement is terminated pursuant to this Section, the City shall pay to Chamber the preapproved, verified, and actual value of the work performed up to the time of termination. Upon termination of the Agreement pursuant to this Section, the Chamber shall submit an invoice to the City, pursuant to Section entitled "**CONSIDERATION/PAYMENT**" herein.

**7. DEFAULT OF CHAMBER.**

A. The Chamber's failure to comply with the provisions of this Agreement shall constitute a default. In the event that Chamber is in default under this Agreement, City shall have no obligation or duty to continue compensating Chamber for any work performed after the date of default and can terminate this Agreement immediately by written notice to the Chamber. If such failure by the Chamber to make progress in the performance of Services hereunder arises out of causes beyond the Chamber's control, and without fault or negligence of the Chamber, it shall not be considered a default provided that Chamber makes a good faith effort to perform the Services.

8. If the City Manager or his designee determines that the Chamber is in default in the performance of any of the terms or conditions of this Agreement, it shall serve the Chamber with written notice of the default. The Chamber shall have thirty (30) days after service upon it of said notice in which to cure the default by rendering a satisfactory performance. In the event that the Chamber fails to cure its default within such period of time, the City shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

#### **8. OWNERSHIP OF DOCUMENTS.**

A. Chamber shall maintain complete and accurate records with respect to sales, costs, expenses, receipts, and other such information required by City that relate to the performance of services under this Agreement. Chamber shall maintain adequate records of Services provided in sufficient detail to permit an evaluation of Services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Chamber shall provide free access to the representatives of City or its designees at reasonable times to such books and records, shall give City the right to examine and audit said books and records, shall permit City to make transcripts there from as necessary, and shall allow inspection of all work, data, documents, proceedings, and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for a period of three (3) years after receipt of final payment.

B. Upon completion of, or in the event of termination or suspension of this Agreement, all original documents, designs, drawings, maps, models, computer files containing data generated for the work, surveys, notes, and other documents prepared in the course of providing the services to be performed pursuant to this Agreement shall become the sole property of the City and may be used, reused or otherwise disposed of by the City without the permission of the Chamber. With respect to computer files containing data generated for the work, Chamber shall make available to the City, upon reasonable written request by the City, the necessary computer software and hardware for purposes of accessing, compiling, transferring and printing computer files.

**9. INSURANCE.** Chamber shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property arising in any manner from Chamber's activities pursuant to this Agreement or in connection with the activities of the Chamber, its agents, representatives, or employees as follows:

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.

2) Insurance Services Office Business Auto Coverage form CA 00 01 06 92 covering Automobile Liability, code 1 (any auto). If the Chamber owns no automobiles, a non-owned auto endorsement to the General Liability policy described above is acceptable.

3) 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: One million (\$1,000,000) per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the Services or the general aggregate limit shall be twice the required occurrence limit.

2) Automobile Liability: One million (\$1,000,000) per accident for bodily injury and property damage.

3) 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. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions shall not exceed Twenty-Five Thousand Dollars and No Cents (\$25,000.00) unless otherwise approved in writing by the City Manager in his sole discretion.

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, their officers, officials, agents, employees, and volunteers are to be covered as additional insureds, as respects: 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; or automobiles owned, leased, hired or borrowed by the Chamber. The coverage shall contain no special limitations on the scope of protection afforded to the City, their officers, officials, agents, employees, or volunteers.

2) For any Claims related to this Agreement, the Chamber's insurance coverage shall be primary insurance as respects the City, their officers, officials, agents, employees, or volunteers. Any insurance or self-insured maintained by the City, its officers, officials, agents, employees, or volunteers shall be in 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, their officers, officials, agents, 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 Agreement shall be endorsed to state: should the policy be canceled before the expiration date the issuing insurer will mail thirty (30) days prior written notice to the City.

6) If insurance coverage is canceled or, reduced in coverage or in limits the Chamber shall within two (2) business days of notice from insurer phone, fax, and/or notify the City via certified mail, return receipt requested of the changes to or cancellation of the policy, and shall expeditiously procure substitute insurance coverage meeting the requirements of this Agreement before continuing performance of any Services hereunder.

E. Acceptability of Insurers. Insurance is to be placed with insurers authorized to do business in the State of California with a current A.M. Best rating of A-:VII or better, unless otherwise

approved in writing by the City Manager in his sole discretion. Self-insurance shall not be considered to comply with these insurance requirements.

F. Verification of Coverage. Chamber shall furnish the City with original endorsements 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 provided by the City. All endorsements are to be received and approved by the City before work commences. As an alternative to the City's forms, or upon written request from City the Chamber's insurer may provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications.

**10. GOVERNING LAW.** The City and the Chamber understand and agree that the laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement and also govern the interpretation of this Agreement. Any litigation concerning this Agreement shall take place in the State court or federal district court in the County of Riverside.

**11. LEGAL RESPONSIBILITIES.** The Chamber shall keep itself informed of all local, State and Federal ordinances, laws, and regulations which in any manner affect those employed by it or in any way affect the performance of its service pursuant to this Agreement. The Chamber shall at all times observe and comply with all such ordinances, laws and regulations. The City, and its officers and employees, shall not be liable at law or in equity occasioned by failure of the Chamber to comply with this section.

**12. RELEASE OF INFORMATION.**

A. All information gained by Chamber in performance of this Agreement shall be considered confidential and shall not be released by Chamber without City's prior written authorization. Chamber, its officers, employees, agents, or subcontractors, shall not without written authorization from the City Manager or unless requested by the City Attorney, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement or relating to any project or property located within the City. Response to a subpoena or court order shall not be considered "voluntary" provided Chamber gives City notice of such court order or subpoena.

B. Chamber shall promptly notify City should Chamber, its officers, employees, agents, or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed there under or with respect to any project or property located within the City. City retains the right, but has no obligation, to represent Chamber and/or be present at any deposition, hearing, or similar proceeding. Chamber agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery or records requests provided by Chamber. However, City's right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

**13. ASSIGNMENT, SUBCONTRACTING.** The Chamber shall not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, without prior written consent of the City Manager. The Services shall be performed by the Chamber and shall not be subcontracted without the prior written consent of the City Manager or designee.

**14. NOTICES.** Any notices which either party may desire to give to the other party under this Agreement must be in writing and may be given either by (i) personal service, (ii) delivery by a reputable document delivery service, such as but not limited to, FedEx, that provides a receipt showing date and time of delivery, or (iii) mailing in the United States Mail, certified mail, postage prepaid, addressed to the address of the party as set forth below or at any other address as that party may later designate by written notice:

To City:  
City of Menifee  
Attn: City Manager  
29844 Haun Road  
Menifee, CA 92584

To Chamber:  
Menifee Valley Chamber of Commerce  
Attn: John Pironti, Chair  
29737 New Hub Dr #102  
Menifee, CA, 92586

**15. INDEPENDENT CONTRACTOR.**

A. The Chamber shall at all times remain as to the City a wholly independent contractor. The personnel performing the Services under this Agreement on behalf of the Chamber shall at all times be under the Chamber's exclusive direction and control. Neither City nor any of its officers, employees, agents, or volunteers shall have control over the conduct of Chamber or any of the Chamber's officers, employees, or agents except as set forth in this Agreement. The Chamber shall not at any time or in any manner represent that it or any of its officers, employees or agents are in any manner officers, employees, or agents of the City. The Chamber shall not incur or have the power to incur any debt, obligation, or liability whatever against City, or bind City in any manner.

B. No employee benefits shall be available to the Chamber in connection with the performance of this Agreement. Except for the fees paid to the Chamber as provided in the Agreement, City shall not pay salaries, wages, or other compensation to the Chamber for performing Chamber's obligations under this Agreement. City shall not be liable for compensation or indemnification to the Chamber for injury or sickness arising out of performing Chamber's obligations under this Agreement.

**16. ENTIRE AGREEMENT.** This Agreement contains the entire understanding between the parties relating to the obligations of the parties described in this Agreement. All prior or contemporaneous agreements, understandings, representations, and statements, oral or written, are merged into this Agreement and shall be of no further force or effect. Each party is entering into this Agreement based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material.

**17. AUTHORITY TO EXECUTE THIS AGREEMENT.** The person or persons executing this Agreement on behalf of the 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 the Chamber to the performance of its obligations hereunder. The City Manager is authorized to enter into an amendment on behalf of the City to make the following non-substantive modifications to the agreement: (a) name changes; (b) extension of time; (c) non-monetary changes in scope of Services; (d) agreement termination.

**18. THIRD PARTY BENEFICIEARIES.** There are no express or implied beneficiaries under this Agreement.

**19. AMENDMENT.** This Agreement may only be amended by mutual written agreement of the parties.

\* \* \*

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

**CITY OF MENIFEE**

**MENIFEE VALLEY CHAMBER OF COMMERCE**

BY: \_\_\_\_\_  
Rebekah Kramer, Acting City  
Manager

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

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

ATTEST: \_\_\_\_\_  
Sarah Manwaring, City Clerk

APPROVED AS TO FORM:

BY: \_\_\_\_\_  
Jeff Melching, City Attorney

## EXHIBIT "A"

### SERVICES TO BE PROVIDED TO THE CITY OF MENIFEE FOR SPONSORSHIP AND ECONOMIC DEVELOPMENT JOBS INITIATIVE FUNDING

The Chamber shall undertake, during **–the agreement term**, to carry on promotional activities as related to the JOBSnow Initiative on behalf of the City, rendering the following Services and Commitments annually:

#### Services:

1. Business retention site visits (15 per quarter, schedule, and attend, and invite City's economic development team).
2. Business Special Events & Programs (supporting existing business events, and incoming new business member events).
3. Inquiry fulfillment: Residential and business relocation inquiry fulfillment-connecting business with the City of Menifee's Economic Development Department.
4. Promote workshops provided by the Small Business Development Center (SBDC) to support small businesses – related to the City's Comprehensive Economic Development Strategy (CEDS).
5. Promotion of Shop/Buy Local Program- enhancing existing and incoming businesses.
6. Participation in the Southwest Economic Development Coalition (SWEDC) Board meetings and tours (when applicable).
7. Participation in the Southwest Legislative Council and advocating for business growth.
8. Participation on City Industry CEDS Committee, SWEDC Technical Council, SWEDC Advanced Manufacturing Council, and Southwest Healthcare Council -when applicable.
9. Participation in education pathway committees in the city and relevant school district(s).
10. Participation in the Inland Empire GO (IEGO) meetings and advocacy for Menifee and the region.
11. Maintain website promoting local commerce, encouraging tourism and events.
12. Promote local job position openings.
13. Business resource/relation packet – using City's business resource materials.
14. Promotion of City events.
15. Promotion of the City and business community through social media across multiple social media accounts (i.e., Facebook and Instagram).
16. Legislative advocacy promoting job growth locally and increasing awareness of legislation hindering local business growth.
17. Co-host job fairs with the City and regional partners- targeting key industry sectors.
18. Sponsor the student of the month program.
19. Develop and support entrepreneur programming (i.e., young professional's network).
20. Chamber networking events (mixers, regional mixers, luncheons, wake-up events).
21. Support and promote community wide E-waste events with City, and Waste Management (WM) for businesses.
22. Provide employer compliance materials.
23. Workforce subcommittee- quarterly updates to City (attend workforce development meetings w/City).
24. City participation at Chamber special events as a GEM member sponsor:
  - a. State of the City (40 seats)
  - b. Awards Gala (10 seats)
  - c. Golf Tournament (3 -foursomes) (City to assist with coordination and target attendees tied to economic growth and job creation).
25. Ribbon cuttings/grand opening events (chamber members/and up to 10 non-chamber members).
26. Business Keeping Existing Employers Profitable (K.E.E.P) walk- organize and conduct survey.
27. Support Broker Tour hosted in partnership with the City's Economic Development Department (meet/greet sponsorship and organization).
28. Support the Brokers Luncheon (hosting, sponsorships, and set up).

**Commitments:**

1. Designate two City representative positions on the Menifee Valley Chamber Board of Directors including one City staff member (voting member) and one elected official (non-voting member).
2. Include a designated representative from the City of Menifee on the Chamber's new Executive Director recruitment, interview, and selection panel.
3. Develop and present a long-term Sustainability Plan by the end of the Agreement term.
4. During performance period Chamber will work in collaboration with the City to support the development of the Menifee JOBSnow Initiative to facilitate the creation of an additional 500 local mortgage paying jobs within three years, increasing Menifee's job rate from 1.36% to 1.83% for a total of 3,200 jobs by the end of the agreement term.

**EXHIBIT "B"**  
**PAYMENT RATE AND SCHEDULE**

In consideration of the Services performed by Chamber for City as set forth in **Exhibit "A"** hereof, City hereby agrees to pay Chamber, during the term of this Agreement an amount not to exceed **Three Hundred Thousand Dollars and No Cents (\$300,000.00) for three years in the amount not to exceed One Hundred Thousand Dollars and No Cents (\$100,000.00) per contract year**. Annual payments shall be made in 12 equal payments following receipt and acceptance of monthly performance activity reports as outlined in Exhibit "A".