

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement ("Agreement") is made and entered into this 17 day of September, 2024 ("Effective Date") by and between the City of Rancho Cucamonga, a California municipal corporation ("City") and the Rancho Cucamonga Chamber of Commerce, Inc., a California nonprofit corporation ("Consultant"). City and Consultant are sometimes referred to herein as the "Parties", and individually as a "Party".

RECITALS

A. Consultant encourages a strong local economy and quality of life by promoting commerce, sound government, and an informed membership and community.

B. Consultant is comprised of business leaders throughout the region which have special knowledge and experience to promote economic and business development, including business attraction and retention programs, for the benefit of City and region.

C. City and Consultant have mutual interests in enhancing the economic growth and vitality of the community in pursuit of the following goals:

1. To cultivate community involvement,
2. To encourage business alliances,
3. To nurture the growth and development of new and existing businesses,
4. To create educational opportunities for the community,
5. To ensure that operation of the Chamber of Commerce is performed in the most responsible, cost-effective, and efficient manner possible.
6. To strengthen the local economy for the City and surrounding areas through mutual endeavors in pursuit of collectively shared goals and values

D. City has previously contracted for economic and business development services with the Consultant.

E. City desires to utilize the services of Consultant as an independent contractor to provide business attraction and retention services.

F. Consultant represents that it is fully qualified to perform such services by virtue of its experience and the training, education and expertise of its principals and employees.

G. City desires to retain Consultant and Consultant desires to serve City to perform these services in accordance with the terms and conditions of this Agreement.

AGREEMENT

Now, therefore, the Parties hereby agree as follows:

1. **Consultant's Services.**

- A. Scope of Services. Consultant shall perform the services described in the Scope of Services (the "Services") for economic and business development programs, attached as Exhibit A. City may request, in writing, changes in the Scope of Services to be performed. Any changes to the scope or cost of work must be in writing and mutually agreed upon by the Parties.
 - B. Party Representatives. For the purposes of this Agreement, the City Representative shall be the City Manager, or such other person designated in writing by the City Manager (the "City Representative"). For the purposes of this Agreement, the Consultant Representative shall be _____ Executive Director of the Rancho Cucamonga Chamber of Commerce (the "Consultant Representative"). The Consultant Representative shall directly manage Consultant's Services under this Agreement. Consultant shall not change the Consultant Representative without City's prior written consent.
 - C. Time for Performance. Consultant shall commence the Services on the Effective Date and shall perform all Services in conformance with any project timelines set forth in Exhibit A.
 - D. Standard of Performance. Consultant shall perform all Services under this Agreement in accordance with the standard of care generally exercised by like professionals under similar circumstances and in a manner reasonably satisfactory to City.
 - E. Personnel. Consultant has, or will secure at its own expense, all personnel required to perform the Services required under this Agreement. All of the Services required under this Agreement shall be performed by Consultant or under its supervision, and all personnel engaged in the work shall be qualified to perform such Services.
 - F. Compliance with Laws. Consultant shall comply with all applicable federal, state and local laws, ordinances, codes, regulations and requirements.
 - G. Permits and Licenses. Consultant shall obtain and maintain during the Agreement term all necessary licenses, permits and certificates required by law for the provision of Services under this Agreement, including a City of Rancho Cucamonga business license.
2. **Term of Agreement.** The term of this Agreement shall be from the Effective Date through June 30, 2025, unless sooner terminated as provided in Section 12 of this Agreement or extended.
3. **Compensation.**
- A. Compensation. As full compensation for Services satisfactorily rendered, City shall pay Consultant the total sum of \$60,000 (the "Maximum Compensation"), in equal monthly installments, for the services provided under this contract as delineated in Exhibit A. City may withhold up to 10% of any invoiced amount pending receipt of any deliverables reflected in such invoice. Under no circumstance shall Consultant be entitled to compensation for services not yet satisfactorily performed.

The Parties further agree that compensation may be adjusted in accordance with Section 1A to reflect subsequent changes to the Scope of Services. Any changes to compensation must be in writing and mutually agreed upon by the Parties.

- B. Expenses. The amount set forth in paragraph 3.A. above includes reimbursement for all expenditures incurred in the performance of this Agreement.
- C. Unauthorized Services and Unanticipated Expenses. City will not pay for any services not specified in the Scope of Services, unless the City Council or the City Representative, if applicable, and the Consultant Representative authorize such services in writing prior to Consultant's performance of those services or incurrence of additional expenses. Any additional services authorized by the City Council, or (where authorized) the City Manager shall be compensated at a rate to be mutually agreed to by the Parties. At the request of the Consultant, the City Council may, in writing, reimburse Consultant for an unanticipated expense at its actual cost. City shall make payment for additional services and expenses in accordance with Section 4 of this Agreement.

4. Method of Payment.

- A. Invoices. Consultant shall submit to City an invoice, on a monthly basis, for the Services performed pursuant to this Agreement. Invoices must be submitted to John R. Gillison, City Manager at john.gillison@cityofrc.us with a copy to the Assistant City Manager, Elisa Cox, at elisa.cox@cityofrc.us. Each invoice shall itemize the Services rendered during the billing period, hourly rates charged, if applicable, and the amount due. City shall review each invoice and notify Consultant in writing within ten business days of receipt of any disputed invoice amounts.
- B. Payment. City shall pay all undisputed invoice amounts within 30 calendar days after receipt up to the Maximum Compensation set forth in Section 3 of this Agreement. City does not pay interest on past due amounts. City shall not withhold federal payroll, state payroll or other taxes, or other similar deductions, from payments made to Consultant.
- C. Audit of Records. Consultant shall make all records, invoices, time cards, cost control sheets and other records maintained by Consultant in connection with this Agreement available during Consultant's regular working hours to City for review and audit by City.

5. Independent contractor. Consultant is, and shall at all times remain as to City, a wholly independent contractor. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City. Neither City nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not, at any time, or in any manner, represent that it or any of its officers, agents or employees are in any manner employees of City.

6. Information and Documents.

- A. Consultant covenants that all data, reports, documents, discussion, or other information (collectively "Data") developed or received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed or released by Consultant without prior written authorization by City. City shall grant such authorization if applicable law requires disclosure. Consultant, its officers, employees, agents, or subcontractors shall not

without written authorization from the City Manager or unless requested in writing 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. A response to a subpoena or court order shall not be considered "voluntary," provided Consultant gives City notice of such court order or subpoena.

- B. Consultant shall promptly notify City should Consultant, 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 thereunder or with respect to any project or property located within the City. City may, but has no obligation to, represent Consultant or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Consultant. However, City's right to review any such response does not imply or mean the right by City to control, direct or rewrite the response.
 - C. All Data required to be furnished to City in connection with this Agreement shall become City's property, and City may use all or any portion of the Data submitted by Consultant as City deems appropriate. 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 Services, surveys, notes, and other documents prepared in the course of providing the Services shall become City's sole property and may be used, reused or otherwise disposed of by City without Consultant's permission. Consultant may take and retain copies of the written products as desired, but the written products shall not be the subject of a copyright application by Consultant.
 - D. Consultant's covenants under this Section shall survive the expiration or termination of this Agreement.
7. **Conflicts of Interest.** Consultant affirms that it presently has no interest and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of the Services contemplated by this Agreement. Consultant and its officers, employees, associates and subcontractors, if any, shall comply with all conflict of interest statutes of the State of California applicable to Consultant's Services under this Agreement, including the Political Reform Act (Gov. Code § 81000, et seq.) and Government Code Section 1090. During the term of this Agreement, Consultant may perform similar Services for other clients, but Consultant and its officers, employees, associates and subcontractors shall not, without the City Representative's prior written approval, perform work for another person or entity for whom Consultant is not currently performing work that would require Consultant or one of its officers, employees, associates or subcontractors to abstain from a decision under this Agreement pursuant to a conflict of interest statute. Consultant shall incorporate a clause substantially similar to this Section into any subcontract that Consultant executes in connection with the performance of this Agreement.

8. Indemnification, Hold Harmless, and Duty to Defend.

A. Indemnities.

- 1) To the fullest extent permitted by law, Consultant shall, at its sole cost and expense, defend, hold harmless and indemnify City and its elected officials, officers, attorneys, agents, employees, designated volunteers, successors, assigns and those City agents serving as independent contractors in the role of City officials (collectively "Indemnitees"), from and against any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, expenses, judgments, penalties, liens, and losses of any nature whatsoever, including fees of accountants, attorneys, or other professionals and all costs associated therewith and the payment of all consequential damages (collectively "Liabilities"), in law or equity, whether actual, alleged or threatened, which arise out of, are claimed to arise out of, pertain to, or relate to the acts or omissions of Consultant, its officers, agents, servants, employees, subcontractors, materialmen, consultants or their officers, agents, servants or employees (or any entity or individual that Consultant shall bear the legal liability thereof) in the performance of this Agreement, including the Indemnitees' active or passive negligence, except for Liabilities arising from the sole negligence or willful misconduct of the Indemnitees as determined by court decision or by the agreement of the Parties. Consultant shall defend the Indemnitees in any action or actions filed in connection with any Liabilities with counsel of the Indemnitees' choice, and shall pay all costs and expenses, including all attorneys' fees and experts' costs actually incurred in connection with such defense. Consultant shall reimburse the Indemnitees for any and all legal expenses and costs incurred by Indemnitees in connection therewith.
- 2) Consultant shall pay all required taxes on amounts paid to Consultant under this Agreement, and indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement.
- 3) Consultant shall fully comply with the workers' compensation law regarding Consultant and Consultant's employees. Consultant shall indemnify and hold City harmless from any failure of Consultant to comply with applicable workers' compensation laws.
- 4) City may offset against the amount of any fees due to Consultant under this Agreement any amount due to City from Consultant as a result of Consultant's failure to promptly pay to City any reimbursement or indemnification arising under this subparagraph.
- 5) Consultant shall obtain executed indemnity agreements with provisions identical to those in this Section from each and every subcontractor or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this

Agreement. If Consultant fails to obtain such indemnity obligations, Consultant shall be fully responsible and indemnify, hold harmless and defend the Indemnitees from and against any and all Liabilities at law or in equity, whether actual, alleged or threatened, which arise out of, are claimed to arise out of, pertain to, or relate to the acts or omissions of Consultant's subcontractor, its officers, agents, servants, employees, subcontractors, materialmen, consultants or their officers, agents, servants or employees (or any entity or individual that Consultant's subcontractor shall bear the legal liability thereof) in the performance of this Agreement, including the Indemnitees' active or passive negligence, except for Liabilities arising from the sole negligence or willful misconduct of the Indemnitees as determined by court decision or by the agreement of the Parties.

- B. Insurance Requirements not Limiting. City does not, and shall not, waive any rights that it may possess against Consultant because of the acceptance by City, or the deposit with City, of any insurance policy or certificate required pursuant to this Agreement. The indemnities in this Section shall apply regardless of whether or not any insurance policies are determined to be applicable to the Liabilities, tax, assessment, penalty or interest asserted against City.
- C. Survival of Terms. Consultant's indemnifications and obligations under this Section shall survive the expiration or termination of this Agreement.

9. Insurance.

- A. Minimum Scope and Limits of Insurance. Consultant shall procure and at all times during the term of this Agreement carry, maintain, and keep in full force and effect, insurance as follows:
 - 1) Commercial General Liability Insurance with a minimum limit of \$2,000,000.00 per occurrence for bodily injury, personal injury and property damage. Commercial General Liability Insurance with a general aggregate limit shall apply separately to this Agreement or the general limit shall be twice the required occurrence limit. If Consultant is a limited liability company, the commercial general liability coverage shall be amended so that Consultant and its managers, affiliates, employees, agents and other persons necessary or incidental to its operation are insureds.
 - 2) Automobile Liability Insurance for any owned, non-owned or hired vehicle used in connection with the performance of this Agreement with a combined single limit of \$2,000,000.00 per accident for bodily injury and property damage. If Consultant does not use any owned, non-owned or hired vehicles in the performance of Services under this Agreement, Consultant shall obtain a non-owned auto endorsement to the Commercial General Liability policy required under subparagraph A.1) of this Section.
 - 3) Workers' Compensation Insurance as required by the State of California and Employer's Liability Insurance with a minimum limit of \$1,000,000.00 per accident for bodily injury or disease and Workers Compensation Insurance in the amount required by law. If Consultant has no employees while performing Services under this Agreement, workers' compensation policy is not required, but Consultant shall execute a declaration that it has no employees.

- 4) Professional Liability/Errors and Omissions Insurance with minimum limits of \$1,000,000.00 per claim and in aggregate.
- 5) The insurance obligations under this agreement shall be the greater of (i) the insurance coverages and limits carried by the Contractor; or (ii) the minimum insurance requirements show in this Agreement. Any insurance proceeds in excess of the specified limits and coverage required which are applicable to a given loss, shall be available to the City. No representation is made that the minimum insurance requirements of this Agreement are sufficient to cover the obligations of the Contractor under this Agreement.

- B. Acceptability of Insurers. The insurance policies required under this Section shall be issued by an insurer admitted to write insurance in the State of California with a rating of A:VII or better in the latest edition of the A.M. Best Insurance Rating Guide. Self- insurance shall not be considered to comply with the insurance requirements under this Section.
- 1) Evidence of Insurance. Prior to commencing performance under this Agreement, Consultant shall furnish the City's Risk Manager with certificates and original endorsements, or copies of each required policy, effecting and evidencing he insurance coverage required by the Agreement including (1) Additional Insured Endorsement(s), (2) Workers Compensation waiver of subrogation endorsement, and (3) General Liability declarations or endorsement page listing all policy endorsements. The endorsements shall be signed by a person authorized by the insurer(s) to bind coverage on its behalf. All endorsements or policies shall be received and approved by the City before Consultant commences performance. Consultant shall provide proof to City's Risk Manager that insurance policies expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Consultant shall furnish such proof at least two weeks prior to the expiration of the coverages.
- C. Additional Insured. The commercial general and automobile liability policies shall contain an endorsement naming City and its elected and appointed officials, officers, employees, agents and volunteers as additional insureds. This provision shall also apply to any excess/umbrella liability policies.
- D. Primary and Non-Contributing. The insurance policies required under this Section shall apply on a primary non-contributing basis in relation to any other insurance or self-insurance available to City. Any insurance or self-insurance maintained by City, its elected and appointed officials, officers, employees, agents or volunteers, shall be in excess of Consultant's insurance and shall not contribute with it.
- E. Consultant's Waiver of Subrogation. The insurance policies required under this Section shall not prohibit Consultant and Consultant's employees, agents or subcontractors from waiving the right of subrogation prior to a loss. Consultant hereby waives all rights of subrogation against City.

- F. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by City. At City's option, Consultant shall either reduce or eliminate the deductibles or self-insured retentions with respect to City, or Consultant shall procure a bond guaranteeing payment of losses and expenses.
- G. Cancellations or Modifications to Coverage. Consultant shall not cancel, reduce or otherwise modify the insurance policies required by this Section during the term of this Agreement. The commercial general and automobile liability policies required under this Agreement shall be endorsed to state that should the issuing insurer cancel the policy before the expiration date, the issuing insurer will endeavor to mail 30 days' prior written notice to City. If any insurance policy required under this Section is canceled or reduced in coverage or limits, Consultant shall, within two Business Days of notice from the insurer, phone, fax or notify City via certified mail, return receipt requested, of the cancellation of or changes to the policy.
- H. City Remedy for Noncompliance. If Consultant does not maintain the policies of insurance required under this Section in full force and effect during the term of this Agreement, or in the event any of Consultant's policies do not comply with the requirements under this Section, City may either immediately terminate this Agreement or, if insurance is available at a reasonable cost, City may, but has no duty to, take out the necessary insurance and pay, at Consultant's expense, the premium thereon. Consultant shall promptly reimburse City for any premium paid by City or City may withhold amounts sufficient to pay the premiums from payments due to Consultant.
- I. Indemnity Requirements not Limiting. Procurement of insurance by Consultant shall not be construed as a limitation of Consultant's liability or as full performance of Consultant's duty to indemnify City under Section 8 of this Agreement.
- J. Subcontractor Insurance Requirements. Consultant shall require each of its subcontractors that perform Services under this Agreement to maintain insurance coverage that meets all of the requirements of this Section.

10. Cooperation.

- A. City's Cooperation. City shall provide Consultant with all pertinent Data, documents and other requested information as is reasonably available for Consultant's proper performance of the Services required under this Agreement.
- B. Consultant's Cooperation. In the event any claim or action is brought against City relating to Consultant's performance of Services rendered under this Agreement, Consultant shall render any reasonable assistance that City requires.

11. Records and Inspections. Consultant shall maintain complete and accurate records with respect to time, costs, expenses, receipts, correspondence, and other such information required by City that relate to the performance of the Services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible.

Consultant shall provide free access to City, its designees and representatives at reasonable times, and shall allow City to examine and audit the books and records, to make transcripts therefrom as necessary, and to inspect 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 years after receipt of final payment.

12. Termination of Agreement.

- A. Right to Terminate. City may terminate this Agreement at any time, at will, for any reason or no reason, after giving written notice to Consultant at least five calendar days before the termination is to be effective. Consultant may terminate this Agreement at any time, at will, for any reason or no reason, after giving written notice to City at least 60 calendar days before the termination is to be effective.
- B. Obligations upon Termination. Consultant shall cease all work under this Agreement on or before the effective date of termination specified in the notice of termination. In the event of City's termination of this Agreement due to no fault or failure of performance by Consultant, City shall pay Consultant based on the percentage of work satisfactorily performed up to the effective date of termination. In no event shall Consultant be entitled to receive more than the amount that would be paid to Consultant for the full performance of the Services required by this Agreement. Consultant shall have no other claim against City by reason of such termination, including any claim for compensation.

13. Force Majeure. Consultant shall not be liable for any failure to perform its obligations under this Agreement if Consultant presents acceptable evidence, in City's sole judgment, that such failure was due to acts of God, embargoes, inability to obtain labor or materials or reasonable substitutes for labor or materials, governmental restrictions, judicial orders, enemy or hostile governmental action, fire or other casualty, or other causes beyond Consultant's reasonable control and not due to any act by Consultant.

14. Default.

- A. Consultant's failure to comply with the provisions of this Agreement shall constitute a default. In the event that Consultant is in default for cause under the terms of this Agreement, City shall have no obligation or duty to continue compensating Consultant for any work performed after the date of default.
- B. In addition to the right to terminate pursuant to Section 12, if the City Manager determines that Consultant is in default in the performance of any of the terms or conditions of this Agreement, City shall serve Consultant with written notice of the default. Consultant shall have ten calendar days after service upon it of the notice in which to cure the default by rendering a satisfactory performance. In the event that Consultant fails to cure its default within such period of time, City may, notwithstanding any other provision of this Agreement, 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.

15. **Notices.** Any notice, consent, request, demand, bill, invoice, report or other communication required or permitted under this Agreement shall be in writing and conclusively deemed effective: (a) on personal delivery, (b) on confirmed delivery by courier service during Consultant's and City's regular business hours, or (c) three business days after deposit in the United States mail, by first class mail, postage prepaid, and addressed to the Party to be notified as set forth below:

TO CITY: John R. Gillison, City Manager
City of Rancho Cucamonga
10500 Civic Center Drive
Rancho Cucamonga, CA 91730

TO CONSULTANT: Heather Rawlings-Polk, Executive Director
Rancho Cucamonga Chamber of Commerce
500 Cleveland Ave, Suite 110
Rancho Cucamonga, CA 91730

COPY TO CITY ATTORNEY: City of Rancho Cucamonga
Attn: City Attorney
10500 Civic Center Drive
Rancho Cucamonga, CA 91730

16. **Non-Discrimination and Equal Employment Opportunity.** In the performance of this Agreement, Consultant shall not discriminate against any employee, subcontractor or applicant for employment because of race, color, religious creed, sex, gender, gender identity, gender expression, marital status, national origin, ancestry, age, physical disability, mental disability, medical condition, genetic information, sexual orientation or other basis prohibited by law. Consultant 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, religious creed, sex, gender, gender identity, gender expression, marital status, national origin, ancestry, age, physical disability, mental disability, medical condition, genetic information or sexual orientation.

17. **Prohibition of Assignment and Delegation.** Consultant shall not assign any of its rights or delegate any of its duties under this Agreement, either in whole or in part, without City's prior written consent. City's consent to an assignment of rights under this Agreement shall not release Consultant from any of its obligations or alter any of its primary obligations to be performed under this Agreement. Any attempted assignment or delegation in violation of this Section shall be void and of no effect and shall

entitle City to terminate this Agreement. As used in this Section, "assignment" and "delegation" means any sale, gift, pledge, hypothecation, encumbrance or other transfer of all or any portion of the rights, obligations, or liabilities in or arising from this Agreement to any person or entity, whether by operation of law or otherwise, and regardless of the legal form of the transaction in which the attempted transfer occurs.

18. **No Third Party Beneficiaries Intended.** This Agreement is made solely for the benefit of the Parties to this Agreement and their respective successors and assigns, and no other person or entity may have or acquire a right by virtue of this Agreement.
19. **Waiver.** No delay or omission to exercise any right, power or remedy accruing to City under this Agreement shall impair any right, power or remedy of City, nor shall it be construed as a waiver of, or consent to, any breach or default. No waiver of any breach, any failure of a condition, or any right or remedy under this Agreement shall be (1) effective unless it is in writing and signed by the Party making the waiver, (2) deemed to be a waiver of, or consent to, any other breach, failure of a condition, or right or remedy, or (3) deemed to constitute a continuing waiver unless the writing expressly so states.
20. **Final Payment Acceptance Constitutes Release.** The acceptance by Consultant of the final payment made under this Agreement shall operate as and be a release of City from all claims and liabilities for compensation to Consultant for anything done, furnished or relating to Consultant's work or services. Acceptance of payment shall be any negotiation of City's check or the failure to make a written extra compensation claim within ten calendar days of the receipt of that check. However, approval or payment by City shall not constitute, nor be deemed, a release of the responsibility and liability of Consultant, its employees, subcontractors and agents for the accuracy and competency of the information provided and/or work performed; nor shall such approval or payment be deemed to be an assumption of such responsibility or liability by City for any defect or error in the work prepared by Consultant, its employees, subcontractors and agents.
21. **Non-Appropriation of Funds.** Payments to be made to Consultant by City for services performed within the current fiscal year are within the current fiscal budget and within an available, unexhausted fund. In the event that City does not appropriate sufficient funds for payment of Consultant's services beyond the current fiscal year, this Agreement shall cover payment for Consultant's services only to the conclusion of the last fiscal year in which City appropriates sufficient funds and shall automatically terminate at the conclusion of such fiscal year.
22. **Exhibits.** Exhibit A constitutes a part of this Agreement and are incorporated into this Agreement by this reference. If any inconsistency exists or arises between a provision of this Agreement and a provision of any exhibit, or between a provision of this Agreement and a provision of Consultant's proposal, the provisions of this Agreement shall control.
23. **Entire Agreement and Modification of Agreement.** This Agreement and all exhibits referred to in this Agreement constitute the final, complete and exclusive statement of the terms of the agreement between the Parties pertaining to the subject matter of this Agreement and supersede all other prior

or contemporaneous oral or written understandings and agreements of the Parties. No Party has been induced to enter into this Agreement by, nor is any Party relying on, any representation or warranty except those expressly set forth in this Agreement. This Agreement may not be amended, nor any provision or breach hereof waived, except in a writing signed by both Parties.

24. **Headings.** The headings in this Agreement are included solely for convenience of reference and shall not affect the interpretation of any provision of this Agreement or any of the rights or obligations of the Parties to this Agreement.
25. **Word Usage.** Unless the context clearly requires otherwise, (a) the words "shall," "will" and "agrees" are mandatory and "may" is permissive; (b) "or" is not exclusive; and (c) "includes" or "including" are not limiting.
26. **Time of the Essence.** Time is of the essence in respect to all provisions of this Agreement that specify a time for performance; provided, however, that the foregoing shall not be construed to limit or deprive a Party of the benefits of any grace or use period allowed in this Agreement.
27. **Business Days.** "Business days" means days Rancho Cucamonga City Hall is open for business.
28. **Governing Law and Choice of Forum.** This Agreement, and any dispute arising from the relationship between the Parties to this Agreement, shall be governed by and construed in accordance with the laws of the State of California, except that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be applied in interpreting this Agreement. Any dispute that arises under or relates to this Agreement (whether contract, tort or both) shall be resolved in a superior court with geographic jurisdiction over the City of Rancho Cucamonga.
29. **Attorneys' Fees.** In any litigation or other proceeding by which a Party seeks to enforce its rights under this Agreement (whether in contract, tort or both) or seeks a declaration of any rights or obligations under this Agreement, the prevailing Party shall be entitled to recover all attorneys' fees, experts' fees, and other costs actually incurred in connection with such litigation or other proceeding, in addition to all other relief to which that Party may be entitled.
30. **Severability.** If a court of competent jurisdiction holds any provision of this Agreement to be illegal, invalid or unenforceable for any reason, the validity of and enforceability of the remaining provisions of this Agreement shall not be affected and continue in full force and effect.
31. **Counterparts.** This Agreement may be executed in multiple counterparts, all of which shall be deemed an original, and all of which will constitute one and the same instrument.
32. **Corporate Authority.** Each person executing this Agreement on behalf of his or her Party warrants that he or she is duly authorized to execute this Agreement on behalf of that Party and that by such execution, that Party is formally bound to the provisions of this Agreement.

[SIGNATURE PAGE FOLLOWS]

The Parties, through their duly authorized representatives are signing this Agreement on the date stated in the introductory clause.


City: City of Rancho Cucamonga

By: _____

Name Date

Title: City Manager

Consultant: Rancho Cucamonga Chamber of Commerce

By: Heather Rawlings-Polk 

Name Date

Executive Director 8/25/24

Title: Executive Director

ATTEST:

By: _____

Name: Date

Title: City Clerk

APPROVED AS TO FORM:

By: _____

Name: Nicholas Ghirelli

Title: City Attorney

EXHIBIT A: SCOPE OF SERVICES

City shall provide funding to the Rancho Cucamonga Chamber of Commerce for the period of October XX, 2024, through June 30, 2025, for business attraction and retention services. The portfolio of services to be provided by the Chamber to the City is set forth below.

GENERAL ECONOMIC DEVELOPMENT SERVICES

- 1) The Chamber will provide the following services to the City in furtherance of the overall intent of this Agreement:
 - a) Provide a Business Resource Team to support the City when called upon to meet with prospective companies and answer questions about business opportunities in Rancho Cucamonga from a business standpoint;
 - b) Provide the City with information on contacts made with the Chamber by prospective businesses interested in Rancho Cucamonga;
 - c) Provide relocation information to prospective businesses interested in locating their business in Rancho Cucamonga;
 - d) Work cooperatively with the City's Economic Development Department on marketing the region;
 - e) Provide City with reproducible copies of Chamber's marketing and promotional materials;
 - f) Incorporate articles submitted by the City into appropriate printed, electronic, or online materials or other information prepared by the Chamber. The Chamber shall retain the authority to edit, condense or defer such materials as it deems necessary to ensure the appropriateness of the material for a Chamber publication, provided that such amendments and changes are communicated in advance to the City along with an explanation; and
 - g) Provide meeting and workspace for the City's Inland Empire Small Business Development Center's Representative, to include use of Chamber's support equipment and assistance as may be necessary to facilitate operations i.e., telephone, fax, copy machine, desk, chairs, etc.). Space provided will allow for a confidential environment for meetings and phone conversations.
- 2) **Membership within the Chamber**
 - a) The City will be recognized as a President's Circle Member of the Chamber. In addition, the City Council and the City Manager are recognized in their individual capacity as Members of the Chamber. The City shall designate one of its Chamber Members as its formal representative to the City of Rancho Cucamonga in terms of exercising all privileges outlined in the Chamber Bylaws as a Chamber Member. Additionally, Department Heads or other key City staff members who frequently interact with the Chamber will be recognized as representatives of the city.
- 3) **Site Visits, Phone Calls, Texts and Printed Resource Materials**
 - a) Chamber Board Members, Ambassadors and Staff will walk and visit service providers, manufacturers, and other businesses located in various shopping or business centers. Business resource information will be provided to the businesses including resources and information from the Rancho Cucamonga Chamber of Commerce, City of Rancho Cucamonga, City Departments and Resource Partners.
 - b) Partnering with the City's Economic Development Department, Chamber staff and City staff will conduct at least 20 business visitations per month, ideally in conjunction with each other.

- c) Monthly written reports will be created for and presented at regularly scheduled quarterly meetings with City representatives, including the City Manager and Councilmembers, on businesses visited and where collateral materials in any form were distributed.

EVENTS AND PROGRAMS

1. Annual ShopRC Awards and Installation Dinner

The Rancho Cucamonga Chamber of Commerce will extend the City of Rancho Cucamonga one of the Title Sponsor levels to the Rancho Cucamonga Chamber of Commerce Installation Gala. The City of Rancho Cucamonga will receive a table or tables to provide seats for the Mayor, City Council and special guests to accommodate up to at least 16 total individuals as determined in the sole discretion of the City. This event recognizes outstanding ShopRC businesses in different categories and provides the opportunity to introduce the new Chamber Board of Directors, and any other special recognitions to the business community.

2. Annual Vintners Celebration

The Rancho Cucamonga Chamber of Commerce will host the annual Vintners Celebration Gala recognizing the City of Rancho Cucamonga as a major partner/ sponsor. The City of Rancho Cucamonga will receive a table or tables to provide seats for the Mayor, City Council and special guests to accommodate up to at least 16 total individuals as determined in the sole discretion of the City. The City of Rancho Cucamonga will receive all the benefits and incentives of this event.

3. Business Connection Network Meetings

The Business Connection Network (BCN) provides members an opportunity to network and promote business opportunities. The Rancho Cucamonga Chamber of Commerce regularly offers the City of Rancho Cucamonga an opportunity share a City Minute as a way to promote the City of Rancho Cucamonga's services to the community and to stay connected with local influential business. The City will receive one (1) seat for each of the BCN events (Breakfast, Lunch and Mixers) for up to a maximum of six (6) individuals as determined in the sole discretion of the City.

4. Monthly Innovation Forums

This industry-specific forum fosters collaboration among business owners, addressing trends, pain points, and facilitating referrals. These business roundtable events will help connect business owners in the same industry to one another.

5. Rancho Cucamonga State of the City

An annual event organized by the Chamber of Commerce working together with the City of Rancho Cucamonga to highlight important topics within the community. Business leaders and the local community will be invited to attend and will have an opportunity to network and connect with others in a social environment.

- a. The Chamber will market the event in the weekly e-Newsletter, on the Chamber website, and signage at Chamber events. The City may at its discretion do additional marketing.
- b. The Chamber will provide at least five (5) volunteers for set-up, registration and clean-up of the event. The City may at its discretion provide additional volunteers.
- c. The Chamber will retain all ticket revenue when the code "CHAMBER" is used.
- d. The Chamber will provide a live webstream of the State of the City formal presentations on the Chamber's website, which will be free and available to the public.

- e. The Chamber will work with the City to find an acceptable to the City date, location, format and logistics of the event. These details will be determined at least 9 months prior to the event.

6. Educational Opportunities

Growing partnership with the Inland Empire Small Business Development Center (IESBDC) and the City of Rancho Cucamonga for focused business educational workshops on entrepreneurship, leadership, and other topics of interest to the business community. The Chamber commits to promoting events and facilitating guest lists and registration each month.

7. Public Safety Recognition

In partnership with the City of Rancho Cucamonga, the Chamber will honor and present awards to the Public Safety Departments of the City of Rancho Cucamonga (Police, Fire, Animal Services, Community Improvement) for their service to the community. The City of Rancho Cucamonga will receive a table or tables to provide seats for the Mayor, City Council and special guests to accommodate up to at least 16 total individuals as determined in the sole discretion of the City.

8. Business Activities in Partnership with the City

The Chamber will host and coordinate business activities with the City of Rancho Cucamonga including Grand Opening/Ribbon Cutting Ceremonies, Business Mixers, New Member Receptions and Chamber Board Meetings.

9. Golf Tournament (Spring Swing)

The Rancho Cucamonga Chamber of Commerce will design, promote and host the annual Spring Swing recognizing the City of Rancho Cucamonga as a Platinum Sponsor with all benefits afforded as per the sponsorship tier.

10. Annual Hiring Fair

The City's Economic Development Department will be the main coordinator for the annual Hiring Fair, overseeing the planning, logistics, and execution of the event. The Chamber will collaborate with the City's Economic Development Department to engage local businesses within specific industry trades and encourage their participation. The Chamber will also provide support in terms of marketing and promotional efforts of the event through the Chamber's weekly Newsletter, social media channels and website.

11. Manufacturing Month

The City of Rancho Cucamonga and the Rancho Cucamonga Chamber of Commerce will collaboratively promote Manufacturing Month within our community, celebrating and showcasing the manufacturing industry in Rancho Cucamonga. The City's Economic Development Department will be the main coordinator for events and activities in conjunction of Manufacturing Month, highlighting local manufacturing businesses and encouraging workforce development in the manufacturing sector. The Chamber will assist, where possible, by way of securing speakers, sponsors or participants. In addition, the Chamber will assist in marketing and promoting the events and activities through the Chamber's weekly Newsletter, social media channels and website.

12. ShopRC

ShopRC is a collaboration with the Rancho Cucamonga Chamber of Commerce, the City of Rancho Cucamonga, businesses, and the residents working together to keep our businesses thriving and our money in Rancho Cucamonga. This is FREE for all who participate, and will provide businesses with increased exposure, fostering community engagement and support.

- **Partnership with the City of Rancho Cucamonga:** ShopRC information is hand delivered and distributed to households each month. ShopRC information will also be included on the City's Economic Development webpage, Chamber weekly Newsletter and highlighted on the Chamber's social media platforms.
- **Business and Community Mixer:** Featuring ShopRC benefits for businesses and the community. The community will be invited to attend the mixer to find out more about ShopRC and pick up information about how to be involved. Promotional materials will be handed out and resource partners (ie. SBA, SBDC, City and County Economic Development) may have tables at the event.
- **Social Media Integration:** Campaigns on Instagram, Facebook, and LinkedIn, and collaboration with local influencers. Social media posts will tag the City and other sponsors for easy sharing and reposting.
- **Event Participation - Pop Ups, Non-profit Events, and Farmers Markets:** ShopRC events in collaboration with non-profits, City and other local Farmers Markets.
- **ShopRC Business Spotlight:** Weekly features on the Chamber website, social media, and newsletters highlighting a specific ShopRC Participating Business.
- **Community Engagement:** Encourage customer reviews, utilize interactive map, and share #ShopRC posts on Chamber social sites like Yelp, Google and Facebook.
- **ShopRC Website Directory:** All Rancho Cucamonga businesses can be added to the Chamber Business Directory by filling out an interest form. Chamber Members are automatically added as Chamber Member/ShopRC Members with a designated ribbon.
- **ShopRC Awards:** Annual Event: Recognize outstanding ShopRC businesses in different categories through an annual awards event.
 - Shop RC participant swag, stickers and buttons.

