



City of La Quinta

CITY / SA / HA / FA MEETING DATE: June 17, 2014

ITEM TITLE: APPROVE CONTRACT SERVICES AGREEMENT WITH THE LA QUINTA CHAMBER OF COMMERCE

AGENDA CATEGORY:

BUSINESS SESSION:

CONSENT CALENDAR: 13

STUDY SESSION:

PUBLIC HEARING:

RECOMMENDED ACTION:

Approve a Contract Services Agreement with the La Quinta Chamber of Commerce and authorize the City Manager to execute the agreement.

EXECUTIVE SUMMARY:

- The La Quinta Chamber of Commerce (Chamber) provides support to businesses in La Quinta.
- The City has contracted with the Chamber since 1991 to support their business development and retention, and tourism promotion initiatives.
- This year, the Contract Services Agreement (Attachment 1) includes measurable objectives regarding economic and business development

FISCAL IMPACT:

The budget for Chamber services for Fiscal Year 2014/2015 is \$127,500. The Chamber will provide the following specific services:

- | | |
|---|----------|
| • Business Retention/Promotion and Economic Development | \$25,000 |
| • <i>The GEM</i> Community Newsletter (10 City inserts) | \$89,000 |
| • The Visitor's Center | \$8,500 |
| • Annual Financial Review | \$5,000 |

BACKGROUND/ANALYSIS:

The City has been entering into an annual agreement with the La Quinta Chamber of Commerce since Fiscal Year 1991/1992. The City's financial commitment allows both entities to support La Quinta businesses. As part of their business development and retention and tourism promotion, the Chamber offers the

following:

- Resources for local businesses, including networking and advertising opportunities.
- The GEM, a monthly newsletter mailed to residents.
- The Hot Rod and Custom Car Show and Taste of La Quinta events
- The La Quinta Visitor Center.

This year the scope of work in the agreement includes measurable objectives for the Chamber regarding economic and business development. These new objectives include:

- Visit new and existing businesses and provide business outreach and solicit feedback on City services.
- Coordinate an information exchange with commercial brokers and the City Council Economic Development sub-committee and provide useful information to attract new retail enterprises.
- Create a Chief Executive Officer Forum to establish dialog among small and medium sized business owners.
- Support and promote local business retention programs through e-commerce and summer discount programs.
- Improve the aesthetics of the La Quinta Visitor's Center.

Per the agreement, the Chamber is to submit a full audit every three years, and an annual financial review in the interim years. Next fiscal year a full audit of the organization will be completed. Once submitted, staff will report to City Council any major findings.

The Chamber of Commerce also has a Facility Rental Agreement with the City for office space at the Library. The Chamber is in discussions with City staff regarding the rental of office space at City Hall this fall. Once this is underway, Chamber and City staff will work together to improve the appearance of the new La Quinta Visitor Center.

ALTERNATIVES:

Make modifications to the funding level of the Agreement.

Report prepared by: Tustin Larson, Recreation Supervisor

Report approved for submission by: Edie Hylton, Community Services Director

Attachment: 1. Contract Services Agreement

CONTRACT SERVICES AGREEMENT

THIS CONTRACT SERVICES AGREEMENT (the "Agreement") is made and entered into as of, _____, 2014 by and between the CITY OF LA QUINTA, a California municipal corporation ("City"), and LA QUINTA CHAMBER OF COMMERCE ("Contractor").

RECITALS

A. City desires to utilize the services of Contractor as an independent contractor to promote the City by encouraging, representing, and retaining businesses and business activities in the City.

B. Contractor 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.

C. City desires to retain Contractor, and Contractor desires to serve City to perform these services subject to the terms contained herein and all applicable local, state and federal laws and regulations.

NOW, THEREFORE, in consideration of the performance by the parties of the mutual promises, covenants, and conditions contained herein, the parties agree as follows:

1.0 SERVICES OF CONTRACTOR

1.1. Scope of Services. In compliance with all terms and conditions of this Agreement, Contractor shall promote the City by encouraging, representing, and retaining businesses and business activities in the City as specified in the "Scope of Services" attached hereto as Exhibit "A" and incorporated herein by this reference (collectively, the "services" or "work"). Contractor warrants that all services will be performed in a competent, professional, and satisfactory manner in accordance with the standards prevalent in the industry for such services.

1.2. Compliance with Law. All services rendered hereunder shall be provided in accordance with all ordinances, resolutions, statutes, rules, regulations and laws of the City of La Quinta and any Federal, State or local governmental agency of competent jurisdiction.

1.3. Licenses, Permits, Fees and Assessments. Except as otherwise specified herein, Contractor shall obtain at its sole cost and expense such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement. Contractor shall be responsible for ensuring that event vendors have proper permits, licenses, and approvals as may be required by all applicable laws and ordinances. Contractor shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may

be imposed by law and arise from or are necessary for the performance of the services required by this Agreement.

1.4. Familiarity with Work. By executing this Agreement, Contractor warrants that (a) it has thoroughly investigated and considered the work to be performed, (b) it has investigated the site of the work and fully acquainted itself with the conditions there existing, (c) it has carefully considered how the work should be performed, and (d) it fully understands the facilities, difficulties and restrictions attending performance of the work under this Agreement. Should Contractor discover any latent or unknown conditions materially differing from those inherent in the work or as represented by City, it shall immediately inform City of such fact and shall not proceed except at Contractor's risk until written instructions are received from the Contract Officer (as defined in Section 4.2 hereof).

1.5. Standard of Care. Contractor acknowledges and understands that the services and work contracted for under this Agreement require specialized skills and abilities and that, consistent with this understanding, Contractor's services and work will be held to a heightened standard of quality and workmanship. Consistent with Section 1.4 hereinabove, Contractor represents to City that it holds the necessary skills and abilities to satisfy the heightened standard of work as set forth in this Agreement. Contractor shall adopt reasonable methods during the life of the Agreement to furnish continuous protection to the work performed by Contractor, and the equipment, materials, papers and other components thereof to prevent losses or damages, and shall be responsible for all such damages, to persons or property, until acceptance of the work by City, except such losses or damages as may be caused by City's own negligence. The performance of services by Contractor shall not relieve Contractor from any obligation to correct any incomplete, inaccurate or defective work at no further cost to City, when such inaccuracies are due to the negligence of Contractor.

1.6. Special Requirements. Additional terms and conditions of this Agreement, if any, are set forth in Exhibit "D" (the "Special Requirements") which is incorporated herein by this reference and expressly made a part hereof. In the event of a conflict between the provisions of the Special Requirements and any other provisions of this Agreement, the provisions of the Special Requirements shall govern.

2.0 COMPENSATION

2.1 Contract Sum. For the services rendered pursuant to this Agreement, Contractor shall be compensated in accordance with Exhibit "B" (the "Schedule of Compensation") in a total amount of One Hundred Twenty-Seven Thousand Five Hundred Dollars and Zero Cents (\$127,500.00) (the "Contract Sum") except as provided in Section 1.6. The method of compensation set forth in the Schedule of Compensation may include a lump sum payment upon completion, payment in accordance with the percentage of completion of the services, payment for time and materials based upon Consultant's rate schedule, but not exceeding the

Contract Sum, or such other methods as may be specified in the Schedule of Compensation. Compensation may include reimbursement for actual and necessary expenditures for reproduction costs, transportation expense, telephone expense, and similar costs and expenses when and if specified in the Schedule of Compensation. Regardless of the method of compensation set forth in the Schedule of Compensation, Consultant's overall compensation shall not exceed the Contract Sum, except as provided in Section 1.6 of this Agreement, "Additional Services."

2.2 Compensation for Additional Services. Additional services approved in advance by the Contract Manager pursuant to Section 1.6 of this Agreement, "Additional Services," shall be paid for in an amount agreed to in writing by both City and Consultant in advance of the Additional Services being rendered by Consultant. Any compensation for Additional Services amounting to five percent (5%) or less of the Contract Sum may be approved by the Contract Officer. Any greater amount of compensation for additional services must be approved by the La Quinta City Council. Under no circumstances shall Consultant receive compensation for any Additional Services unless prior written approval for the Additional Services is obtained from the Contract Officer pursuant to Section 1.6 of this Agreement.

2.3 Method of Billing. Any month in which Consultant wishes to receive payment, Consultant shall submit to City no later than the tenth (10th) working day of such month, in the form approved by City's Finance Director, an invoice for services rendered prior to the date of the invoice. Such invoice shall (1) describe in detail the services provided, including time and materials, and (2) specify each staff member who has provided services and the number of hours assigned to each such staff member. Such invoice shall contain a certification by a principal member of Consultant specifying that the payment requested is for work performed in accordance with the terms of this Agreement. City will pay Consultant for all expenses stated thereon which are approved by City pursuant to this Agreement no later than thirty (30) days after invoices are received by the City's Finance Department.

3.0 PERFORMANCE SCHEDULE

3.1. Time of Essence. Time is of the essence in the performance of this Agreement.

3.2. Schedule of Performance. All services rendered pursuant to this Agreement shall be performed diligently and within the time period established in Exhibit "C" (the "Schedule of Performance"). Extensions to the time period specified in the Schedule of Performance may be approved in writing by the Contract Officer.

3.3. Force Majeure. The time period specified in the Schedule of Performance for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without

the fault or negligence of Contractor, including, but not restricted to, acts of God or of the public enemy, fires, earthquakes, floods, epidemic, quarantine restrictions, riots, strikes, freight embargoes, acts of any governmental agency other than City, and unusually severe weather, if Contractor shall notify the Contract Officer in writing of the causes of the delay. The Contract Officer shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the forced delay when and if in his or her judgment such delay is justified, and the Contract Officer's determination shall be final and conclusive upon the parties to this Agreement.

3.4. Term. Unless earlier terminated in accordance with Section 8.6 of this Agreement, this Agreement shall commence on July 1, 2014 and terminate on June 30, 2015.

4.0 COORDINATION OF WORK

4.1. Representative of Contractor. The following principals of Contractor are hereby designated as being the representatives of Contractor authorized to act in its behalf with respect to the work specified herein and make all decisions in connection therewith:

- a. Douglas W. Motz, Chairman of the Board
Email: dougmotz@yahoo.com
- b. Kellie Kennedy, Treasurer
- c. Deborah Tryon, Secretary
- d. David Archer, President/CEO
Email: david@lqchamber.com

It is expressly understood that the experience, knowledge, capability, and reputation of the foregoing principals were a substantial inducement for City to enter into this Agreement. Therefore, the foregoing principals shall be responsible during the term of this Agreement for directing all activities of Contractor and devoting sufficient time to personally supervise the services hereunder.

The foregoing principals may not be changed by Contractor and no other personnel may be assigned to perform the service required hereunder without the express written approval of City, which approval shall not be unreasonably withheld.

4.2. Contract Officer. The Contract Officer shall be Frank J. Spevacek, City Manager or such other person as may be designated in writing by the City Manager of City. It shall be Contractor's responsibility to assure that the Contract Officer is kept informed of the progress of the performance of the services and Contractor shall refer any decisions which must be made by City to the Contract Officer. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Contract Officer.

4.3. Prohibition Against Subcontracting or Assignment. The experience, knowledge, capability and reputation of Contractor, its principals and employees were a substantial inducement for City to enter into this Agreement. Except as set forth in this Agreement, Contractor shall not subcontract with any other entity to perform in whole or in part the services required hereunder without the express written approval of Contract Officer. In addition, neither this Agreement nor any interest herein may be assigned or transferred, voluntarily or by operation of law, without the prior written approval of City. Any attempted or purported assignment or sub-contracting by Contractor without the City's express written approval shall be null, void and of no effect. Notwithstanding this general prohibition, Contractor shall be permitted to subcontract for the following ancillary services: security services, fencing, traffic control, food and beverage vendors, parking-related services, and similar ancillary services which were provided by subcontract in connection with Chamber events.

4.4. Independent Contractor. Neither City nor any of its employees shall have any control over the manner, mode or means by which Contractor, its agents or employees, perform the services required herein, except as otherwise set forth. Contractor shall perform all services required herein as an independent contractor of City and shall remain at all times as to City a wholly independent contractor with only such obligations as are consistent with that role. Contractor shall have no power to incur any debt, obligation, or liability on behalf of City. Contractor shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of City. Contractor agrees to pay all required taxes on amounts paid to Contractor under this Agreement, and to 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. Contractor shall fully comply with the workers' compensation laws regarding Contractor and Contractor's employees. Contractor further agrees to indemnify and hold City harmless from any failure of Contractor to comply with applicable workers' compensation laws. City shall have the right to offset against the amount of any fees due to Contractor under this Agreement any amount due to City from Contractor as a result of Contractor's failure to promptly pay to City any reimbursement or indemnification arising under this Section 4.4.

4.5. City Cooperation. City shall provide Contractor with any plans, publications, reports, statistics, records or other data or information pertinent to services to be performed hereunder which are reasonably available to Contractor only from or through action by City.

5.0 INSURANCE

5.1. Insurance. Prior to the beginning of any Work under this Agreement and throughout the duration of the term of this Agreement, Contractor shall procure and maintain, at its sole cost, and submit concurrently with its execution of this Agreement, insurance as described herein. All insurance coverage required by this Agreement shall be placed with insurers authorized to do business in the State of

California with an A,M, Best and Company rating level of A- or better, Class VI or better, unless otherwise approved by the City's Risk Manager in writing.

5.1.1. Minimum Coverage. Insurance shall include the following (or broader) coverage:

- a. Insurance Services Office Commercial General Liability coverage "occurrence" form CG 00 01 or its equivalent with an edition date prior to 2004 and with minimum limits of \$1,000,000 per occurrence and \$2,000,000 in the aggregate.
- b. Insurance Services Office form number CA 0001 or equivalent covering Automobile Liability, including hired and non-owned automobile liability with a minimum limit of \$1,000,000 per accident. If Contractor owns no vehicles, this requirement may be satisfied by a non-owned and hired auto endorsement to Contractor's commercial general liability policy.
- c. Contractor shall carry Workers' Compensation Insurance complying with California's worker's compensation laws, including statutory limits for workers' compensation and an Employer's Liability limit no less than \$1,000,000 per accident or disease.

5.1.2. Required Endorsements. Commercial General Liability insurance policies required to be provided by Contractor hereunder shall contain or be endorsed to contain the following provisions:

- a. City, its employees, officials, agents and member agencies shall be covered as additional insureds. Coverage shall apply to any and all liability arising out of Chamber events or related to the Contract. Additional insured status under the general liability requirement shall be provided on Insurance Services Office Form CG 20 10 with an edition date prior to 2004, or its equivalent. Additional insured status for completed operations shall be provided either in the additional insured form or through another endorsement such as CG 20 37 with an edition date prior to 2004.
- b. General and automobile liability insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability. Coverage will not be limited to City's vicarious liability.
- c. Liability coverage shall be primary and non-contributing with any insurance maintained by the City.
- d. Each policy required hereunder, and the associated evidence of coverage (including the workers' compensation and employer's liability

policies), shall provide that coverage shall not be suspended, voided, canceled or reduced in coverage or in limits except after prior written notice has been given to City. Such provision shall not include any limitation of liability of the insurer for failure to provide such notice.

e. No liability insurance coverage provided to comply with this Agreement shall prohibit Contractor, or Contractor's employees, or agents, from waiving the right of recovery prior to a loss. Contractor waives its right of recovery against City.

5.1.3. No Waiver or Obligation. There shall be no recourse against City for payment of premiums or other amounts with respect to the insurance required to be provided by Contractor hereunder. Any failure, actual or alleged, on the part of City to monitor compliance with these requirements will not be deemed as a waiver of any rights on the part of City. City has no additional obligations by virtue of requiring the insurance set forth herein. In the event any policy of insurance required under this Agreement does not comply with these requirements or is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Contractor or City will withhold amounts sufficient to pay premium from Contractor payments.

5.1.4. Prompt Notice. Contractor agrees to provide immediate notice to City of any claim or loss against Contractor arising out of the work performed under this agreement. City assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve City

5.1.5. Subcontractors. Contractor shall include all subcontractors, if any, as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor approved by City. All coverages for subcontractors, if any, shall be subject to all of the requirements stated herein unless otherwise approved in advance in writing by City's Risk Manager.

6.0 INDEMNIFICATION

6.1 Indemnification. To the fullest extent permitted by law, Contractor shall indemnify, protect, defend and hold harmless City and any and all of its officials, employees and agents ("Indemnified Parties") from and against any and all liability, claims, suits, actions arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including, without limitation, incidental and consequential damages, actual attorney fees incurred by City, court costs, interest, defense costs including fees of expert Contractors or expert witnesses incurred in connection therewith and any other costs or expenses of any kind whatsoever incurred in relation to, as a consequence of or arising out of or in any way attributable in whole or in part to

the performance of this agreement. All obligations under this provision are to be paid by Contractor as the City incurs them.

6.1.1. Exception to Contractor's Obligation to Indemnify. Without affecting the rights of City under any provision of this Agreement or this section, Contractor shall not be required to indemnify and hold harmless City as set forth above for liability attributable to the sole fault of City, provided such sole fault is determined by agreement between the parties or by the findings of a court of competent jurisdiction. This exception will apply only in instances where City is shown to have been solely at fault and not in instances where Contractor is solely or partially at fault or in instances where City's fault accounts for only a percentage of the liability involved. In those instances, the obligation of Contractor will be all-inclusive and City will be indemnified for all liability incurred, even though a percentage of the liability is attributable to conduct of the City.

6.1.2. Contractor Acknowledgment. Contractor acknowledges that its obligation pursuant to this section extends to liability attributable to City, if that liability is less than the sole fault of City.

6.1.3. Indemnity Provisions for Subcontractors. Contractor agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this section from each and every subcontractor, sub tier contractor or any other person or entity involved by, for, with or on behalf of Contractor in the performance of this Agreement. In the event Contractor fails to obtain such indemnity obligations from others as required here, Contractor agrees to be fully responsible according to the terms of this section.

6.1.4. No Waiver; Survival. Failure of City to monitor compliance with the requirements of this Section 6.1 imposes no additional obligations on City and will in no way act as a waiver of any rights hereunder. Contractor's obligation to indemnify and defend City as set forth herein is binding on the successors, assigns, or heirs of Contractor and shall survive the termination of this Agreement or this section.

6.2. Remedies. In addition to any other remedies City may have if Contractor fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, City may, at its sole option:

- a. Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under this Agreement.
- b. Order Contractor to stop work under this Agreement and/or withhold any payment(s) which become due to Contractor hereunder until Contractor demonstrates compliance with the requirements hereof.
- c. Terminate this Agreement.

Exercise of any of the above remedies, however, is an alternative to any other remedies City may have. The above remedies are not the exclusive remedies for Contractor's failure to maintain or secure appropriate policies or endorsements. Nothing herein contained shall be construed as limiting in any way the extent to which Contractor may be held responsible for payments of damages to persons or property resulting from Contractor's or its subcontractors' performance of work under this Agreement.

7.0 RECORDS AND REPORTS

7.1. Reports. Contractor shall periodically prepare and submit to the Contract Officer such reports concerning Contractor's performance of the services required by this Agreement as the Contract Officer shall require.

7.2. Records. Contractor shall keep such books and records as shall be necessary to perform the services required by this Agreement and enable the Contract Officer to evaluate the cost and the performance of such services. Books and records pertaining to costs shall be kept and prepared in accordance with generally accepted accounting principles. The Contract Officer shall have full and free access to such books and records at all reasonable times, including the right to inspect, copy, audit, and make records and transcripts from such records.

7.3. Contractor Ownership of Chamber Events and Related Documents. The parties agree that: (a) this Agreement is a contract for the performance of the services by Contractor to City; (b) Chamber events and all documents and other materials prepared by Contractor in connection therewith are owned by Contractor and not the City; and (c) City shall have no ownership of Chamber events and such documents and other materials.

7.4. Release of Documents. The drawings, specifications, reports, records, documents and other materials prepared by Contractor in the performance of services under this Agreement shall not be released publicly without the prior written approval of the Contract Officer or as required by law. Contractor shall not disclose to any other entity or person any information regarding the activities of City, except as required by law or as authorized by City.

7.5. Confidentiality. Contractor covenants that all data, documents, discussion, or other information, if any, developed or received by Contractor or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Contractor to any person or entity without prior written authorization by City. City shall grant such authorization if disclosure is required by law. All City data shall be returned to City upon the termination of this Agreement. Contractor's covenant under this section shall survive the termination of this Agreement. Contractor's audited financial statement required to be provided to the City pursuant to this Agreement shall not be released to the public unless the release is required by the California Public Records Act, Government Code section 6250, *et seq.*, the Brown Act, Government Code section 54950 *et seq.*, or pursuant to

subpoena or court order. Whether the financial statement is required to be provided to a member of the public is a determination to be made solely by the City Attorney. If the City receives a request for the financial statement, the City will promptly notify Contractor and Contractor promptly may: (a) submit any legal argument it wishes to be reviewed to the City Attorney regarding whether or not the document is subject to disclosure; or (b) seek a protective order. Contractor recognizes that the City, by law, generally has only 10 days to respond to a request under the Public Records Act. Nothing in this paragraph shall prohibit the City from complying with the Public Records Act or any subpoena or court order in the manner determined appropriate by the City Attorney. Nothing in this Agreement shall prohibit the Contract Officer from utilizing the information contained in the financial statement as he/she deems appropriate in carrying out his/her official City duties, including, but not limited to, disclosing any information deemed relevant to the City Council at a public meeting.

8.0 ENFORCEMENT OF AGREEMENT

8.1. California Law. This Agreement shall be construed and interpreted both as to validity and to performance of the parties in accordance with the 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 Riverside, State of California, or any other appropriate court in such county, and Contractor covenants and agrees to submit to the personal jurisdiction of such court in the event of such action.

8.2. Disputes. In the event of any dispute arising under this Agreement, the injured party shall notify the injuring party in writing of its contentions by submitting a claim therefore. The injured party shall continue performing its obligations hereunder so long as the injuring party commences to cure such default within ten (10) days of service of such notice and completes the cure of such default within forty-five (45) days after service of the notice, or such longer period as may be permitted by the Contract Officer; provided that if the default is an immediate danger to the health, safety and general welfare, City may take such immediate action as City deems warranted. Compliance with the provisions of this section shall be a condition precedent to termination of this Agreement for cause and to any legal action, and such compliance shall not be a waiver of any party's right to take legal action in the event that the dispute is not cured, provided that nothing herein shall limit City's right to terminate this Agreement without cause.

8.3. Waiver. No delay or omission in the exercise of any right or remedy of a non defaulting party on any default shall impair such right or remedy or be construed as a waiver. City's consent or approval of any act by Contractor requiring City's consent or approval shall not be deemed to waive or render unnecessary City's consent to or approval of any subsequent act of Contractor. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

8.4. Rights and Remedies are Cumulative. Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

8.5. Legal Action. In addition to any other rights or remedies, either party may take legal action, at law or at equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement.

8.6. Termination Prior to Expiration of Term. This section shall govern any termination of this Agreement. City reserves the right to terminate this Agreement at any time, with or without cause, upon thirty (30) days' written notice to Contractor. Upon receipt of any notice of termination, Contractor shall immediately cease all services hereunder except such as may be specifically approved by the Contract Officer. Contractor shall be entitled to retain all compensation theretofore paid to Contractor hereunder.

8.7. Attorneys' Fees. If either party commences an action against the other party arising out of or in connection with this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs of suit from the losing party.

9.0 CITY OFFICERS AND EMPLOYEES; NONDISCRIMINATION

9.1. Non-liability of City Officers and Employees. No officer or employee of City shall be personally liable to Contractor, or any successor in interest, in the event or any default or breach by City or for any amount which may become due to Contractor or to its successor, or for breach of any obligation of the terms of this Agreement.

9.2. Conflict of Interest. No officer or employee of City shall have any personal interest, direct or indirect, in this Agreement nor shall any such officer or employee participate in any decision relating to the Agreement which affects his or her personal interest or the interest of any corporation, partnership or association in which she or he is, directly or indirectly, interested, in violation of any State statute or regulation. Contractor warrants that it has not paid or given and will not pay or give any third party any money or general consideration for obtaining this Agreement.

9.3. Covenant Against Discrimination. Contractor covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, marital status, national

origin or ancestry in the performance of this Agreement. Contractor shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, marital status, national origin or ancestry.

10.0 MISCELLANEOUS PROVISIONS

10.1. Notice. Any notice, demand, request, consent, approval, communication either party desires or is required to give the other party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail to the address set forth below. Either party may change its address by notifying the other party of the change of address in writing. Notice shall be deemed communicated forty-eight (48) hours from the time of mailing if mailed as provided in this section.

To City:

CITY OF LA QUINTA

Attn: Frank J. Spevacek

78495 Calle Tampico

La Quinta, CA 92253

To Contractor:

CHAMBER OF COMMERCE

Attn: David Archer

78275 Calle Tampico

La Quinta, CA 92253

10.2. Integrated Agreement. This Agreement contains all of the agreements of the parties and all previous understanding, negotiations and agreements are integrated into and superseded by this Agreement.

10.3. Exhibits; Precedence. All documents referenced as exhibits in this Agreement are hereby incorporated in this Agreement. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of any document incorporated herein by reference, the provisions of this Agreement shall prevail except as otherwise provided in Section 1.7.

10.4. Amendment. This Agreement may be amended at any time by the mutual consent of the parties by an instrument in writing signed by both parties.

10.5. Severability. In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder.

10.6. Authority. The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties and that by so executing this Agreement the parties hereto are formally bound to the provisions of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the dates stated below.

CITY OF LA QUINTA,
a California municipal corporation

LA QUINTA CHAMBER OF COMMERCE

By: _____

FRANK J. SPEVACEK, City Manager

Name: _____

Dated: _____

Title: _____

ATTEST:

Dated: _____

SUSAN MAYSELS, City Clerk

APPROVED AS TO FORM:

M. KATHERINE JENSON, City Attorney
City of La Quinta, California

Exhibit A
Scope of Services

FISCAL YEAR 2014/2015

The La Quinta Chamber of Commerce shall provide the following support services per the attached Contract for Services Proposal:

- A. Business Retention/Promotion & Economic Development
 - 1. La Quinta Business Contacts & Event Coordination/Support
 - 2. Existing Chamber Member Retention
 - 3. New Member Recruitment to the Chamber
 - 4. Chamber Member Communications
 - 5. New Programs and Events (see below)

New Business Communication

Utilizing the "New" Business License List from the City the Chamber will visit 100% of the "New" "Retail and Restaurant" businesses within the City Limits, 45 days from receipt of the "List" for the Fiscal Year 2014 - 2015. The Chamber will meet with the business Owner/Manager, discuss how their business is progressing and provide an online survey to gather specific information. Results will be tracked and discussed monthly with City Staff and reported quarterly to City Council.

Existing Business Communication

Utilizing the current Business List from the City of approximately 324 retail and restaurants, the Chamber will visit 50% of the existing business, which are 40 businesses quarterly for the term of the agreement. The Chamber will meet with the business Owner/Manager, discuss how their business is doing and provide an online survey to gather specific information. Results will be tracked and discussed monthly with City Staff and reported quarterly to City Council.

Semi Annual CEO Forum

Implement and facilitate a Semi Annual CEO Forum inviting key individuals such as General Managers' and Property Owners. The leaders of growing small and mid-sized companies confront the constant challenge of constrained resources in the face of increasing competition. The CEO Forum is formed to address these strategic issues in a peer group setting. The objective of the Forums is to improve the performance of their businesses through shared experiences and knowledge. Each CEO Forum group is comprised of 5 - 8 executives from non-competing businesses who will meet regularly as an ongoing team as deemed appropriate by the team members. Results will be tracked and discussed as appropriate with City Staff and reported quarterly to City Council.

Commercial Brokers

Create an Information Exchange with Commercial Brokers in cooperation with the City; provide additionally requested information such as quarterly sales tax information, demographic information and other useful materials to attract retail enterprise. The Chamber will coordinate scheduling the Commercial Broker meetings with Chamber staff, City staff and a member of the City Council Economic Development sub-committee (GROUP) will meet regularly with the key Brokers working in La Quinta throughout the term. The GROUP will be present at the Broker meetings to discuss activity in La Quinta and exchange information. An online survey will be provided to gather specific information. Results will be tracked and discussed monthly with City Staff and reported quarterly to City Council.

Shop Local Campaign

Chamber to develop a "Shop Local" Campaign to be implemented in Fiscal Year 2014 - 2015

B. *The GEM* Community Newsletter

1. Ten months/issues out of the year (with City funding)
2. Ten months/issues out of the year inclusion of City Pages
3. Chamber opting to fund two additional months/issues of *The GEM* (Chamber portion only; not City Pages)

C. The Visitor's Center

Chamber will operate the La Quinta Visitor's Center for the duration of this term In addition; Chamber will coordinate with City Staff to improve the aesthetics of the Visitor's Center. These improvements would include improved methods to display promotional materials and other collateral, a seating area for visitors, and potential video advertisements from the City of La Quinta and other local business.

D. Annual Financial Review/Audit

The La Quinta Chamber of Commerce shall provide a full audit every three years and an annual financial review report in non-audit years. A full audit is required for fiscal year ending June 30, 2016.

Exhibit B
Schedule of Compensation

With the exception of compensation for Additional Services, provided for in Section 2.2 of this Agreement, the maximum total compensation to be paid to Consultant under this Agreement is One Hundred Twenty-Seven Thousand Five Hundred Dollars (\$127,500) ("Contract Sum"). The Contract Sum shall be paid to Consultant in four (4) installment payments and in an amount identified in Consultants Schedule of Compensation included hereto for the work tasks performed and properly invoiced by Consultant in conformance with Section 2.2 of the Agreement.

Payment Schedule is as follows:

July 29, 2014	\$31,875
October 29, 2014	\$31,875
January 29, 2015	\$31,875
April 29, 2015	\$31,875

Exhibit C
Schedule of Performance

Consultant shall complete all services identified in the Scope of Services, Exhibit "A" of this Agreement in accordance with the schedule below:

- | | | |
|----|--|---|
| A. | Business Retention/Promotion
& Economic Development/Support | Ongoing
(throughout fiscal year) |
| B. | <i>The GEM</i> Community Newsletter | Monthly
(City Pages; 10 issues per year) |
| C. | The Visitor's Center | Ongoing
(Throughout fiscal year) |
| D. | Annual Financial Review
& Full Audit | Non-Audit Years
Every Three Years |

The La Quinta Chamber of Commerce shall provide the City with three (3) written reports on its activities as required by this Agreement.

First Report – November 2014

Second Report – February 2015

Third Report – May 2015

Exhibit D
Special Requirements

None.