



# TOWN OF APPLE VALLEY

## TOWN COUNCIL STAFF REPORT

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**To:** Honorable Mayor and Town Council                      **Date:** September 25, 2012

**From:** Frank Robinson, Town Manager                      **Item No:** 11  
Town Manager's Office

**Subject:** APPLE VALLEY CHAMBER OF COMMERCE AGREEMENT FOR BUSINESS  
RETENTION SERVICES

**T.M. Approval:** \_\_\_\_\_                      **Budgeted Item:**  Yes    No    N/A

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### RECOMMENDED ACTION:

Approve an Agreement for Business Retention Services between the Town and the Apple Valley Chamber of Commerce in an amount not to exceed \$29,400.

### SUMMARY:

The Apple Valley Chamber of Commerce (Chamber) is seeking funding to complement their business retention programs and services for businesses operating in the Town of Apple Valley.

Recognizing the Chamber's mutual benefits, the Town Council approved an Agreement for Business Retention Services (Agreement) with the Chamber on February 28, 2012, for a six month term at a cost of \$18,820. The Agreement expired on August 31, 2012.

In an effort to renew the Agreement, the Chamber and Town staff once again worked collaboratively to identify and prioritize the most critically needed business retention programs and activities. The proposed Agreement reflects a mutually agreed upon Scope and Cost of Services (Attachment 1, Exhibit A). A proposed ten-month term allows for longer lead times for event and program planning and for Chamber budgeting purposes.

The Town Council is requested to approve an extension of the Agreement for the remainder of the FY2012-13 in the amount of \$29,400 for a ten-month period.

### BACKGROUND:

Foreseeing the need to renew this Agreement, the Town Council previously approved funding for this activity in the FY 2012-13 Budget.

Several proposed services and programs to be accomplished in collaboration with the Town during the next ten months include

- Host a recognition event for top sales tax producers and long-standing businesses
- Develop a Shop Local Program
- Create a "Business Start Up Guide"

- Develop a YuccaLomaBridge.com website for promotion and information of local services
- Survey and promote home-based businesses
- Continue radio media and marketing campaign
- *more are identified in the Agreement*

During the past six months, the Chamber has completed the following key tasks:

- Conducted grand opening celebrations
- Member of the Local Preference Ad-Hoc Committee
- Conducted computer skills training workshops
- Conducted job preparation and job skills training workshop
- Facilitated social media campaign for Chamber and Apple Valley Village
- Marketing consultant to Apple Valley Village PBID Association
- Attended the International Council of Shopping Centers tradeshow w/Town delegation
- *more are listed in the Agreement*

**FISCAL IMPACT:**

Staff has identified available funding to continue the existing public/private partnership with the Chamber for services described in the attached Agreement. The cost for all approved services per ten-month term is \$29,400.

**Attachment 1**  
AGREEMENT FOR BUSINESS RETENTION SERVICES

### AGREEMENT FOR BUSINESS RETENTION SERVICES

THIS AGREEMENT, effective September 25, 2012, is entered into by and between the Town of Apple Valley, a municipal corporation (hereinafter referred to as "The Town") and the Apple Valley Chamber of Commerce, a non-profit corporation (hereinafter referred to as "Chamber").

#### WITNESSETH:

WHEREAS, The Town desires to promote its advantages as a business, retail, commercial, recreational and residential center, disseminating information relative thereto, and to properly follow up and give consideration to inquiries made from time to time relative to the various activities of The Town and its opportunities; and

WHEREAS, The Town desires the Chamber to perform certain promotional and other services for The Town, which The Town believes will be of great advantage and benefit to The Town, and to the citizens, residents, property owners, and taxpayers thereof, and will promote the general welfare; and

WHEREAS, the Chamber represents it is organized for such promotional activities on behalf of The Town, and is in a position to accomplish such aims and purposes of The Town in an efficient and economical manner; and

WHEREAS, Section 37110 of the Government Code of the State of California authorizes the expenditure of public funds by a municipal corporation for advertising or publicity as therein and herein provided;

NOW, THEREFORE, in consideration of the covenants and promises hereinafter set forth, the parties hereto hereby agree as follows:

1. That the foregoing recitals are true and correct and constitute statements of fact herein upon which the parties rely and are incorporated herein by this reference.

2. The Chamber shall carry on promotional activities as follows:

a. Maintain an office available to the public to be identified by a suitable sign that will be readily identifiable by members of the public, and provide information to visitors, tourists, businesses, commercial interests, professional people and residents. A staff member or members of the Chamber will be available daily during regular office hours by the Town, Monday through Friday. If additional office hours are required, The Town agrees to pay separately for those hours and for the reasonable cost for such hours, and upon such terms and hours as are agreed to by the parties prior to any additional services rendered or costs incurred.

b. Employ competent personnel to carry on promotional activities herein enumerated.

c. Answer promptly all correspondence to the Chamber and as may be referred to the Chamber by the Town relative to the business, industrial, residential, educational, cultural and recreational advantages and opportunities in The Town and disseminate information by correspondence, newspaper publicity and personal contacts, favorably advertising such advantages and opportunities.

d. Prepare articles and news releases and stories, compile data, gather and assemble news items, photographs, literature and demographic and historical articles descriptive of The Town's resources, and develop proper surveys whereby outside interests and individuals may be induced to locate in the Town, in reliance on and based upon the Town's General Plan or specific Council direction.

e. Supply maps and promotional literature about The Town and maintain files on economic conditions, commercial and industrial sites, tourist information and geoneral business information about the community. The Chamber will be responsible for updating published information included in Chamber literature, although The Town agrees to cooperate with the Chamber in sharing information. These materials will be available to visitors, tourists and potential commercial interest who are seeking information.

f. Aid in promoting the development and use of unoccupied and vacant properties.

g. Interview business and industrial executives with the view of urging the establishment of their business activities in The Town, in reliance on and based upon the Town's General Plan or specific Council direction.

h. Promote and invite trade and business meetings, celebrations and conferences whereby outside interests and individuals may become acquainted with the advantages and opportunities in The Town.

i. Carry on such other duties as described in Proposal for Business Retention Services, Scope and Cost of Services, attached to this agreement as Exhibit "A", and as may be requested by The Town to promote the business, industrial and residential development of the Town.

3. The Chamber shall furnish quarterly reports of its promotional activities to The Town, which shall consist of the activities scheduled for the next three succeeding months and a review of the activities accomplished during the preceding three months. Said reports shall include a detailed breakdown of all amounts expended and expected to be expended by the Chamber for said activities.

4. The Chamber will submit to The Town a budget request and program for the term of the Agreement (paragraph 5) in the manner, at the time, and in the form requested by the Town Manager. The amount of the budget request shall be based upon a Proposal for Business Retention Services, Scope and Cost of Services approved by the Town Council, attached to this agreement as Exhibit "A", and as amended at the discretion of the Council from time to time. The amount shall be allocated as follows: one-half shall be paid in advance in October 2012 and the balance due in August 2013, following the completion of the Agreement.

5. This Agreement shall become effective on the date of execution hereof by both parties, and shall continue in effect until June 30, 2013; provided, however, that this Agreement will be renewed each fiscal year thereafter, for periods of one year, upon action of the Town Council budgeting funds as provided in Paragraph 4 hereof, and upon the Chamber's written acceptance of said final budget allocation.

6. The Town reserves the right to award separate bids for more specific advertising and promotional projects approved by the Town Council during the term of this Agreement.

7. In the event, in the opinion of the majority of the Town Council, the Chamber is not functioning effectively, The Town may give the Chamber notice of this fact, specifying in detail the alleged default(s) or problem(s), and the Chamber must forthwith correct said default(s) or problem(s)

within [30] days; this Agreement may be terminated by action of the majority of the Town Council if the Town Council in its discretion determines the alleged default(s) or problem(s) has (have) not been effectively corrected.

8. This Agreement may be amended, signed by both parties, with the exception of the procedure outlined in Paragraph 4. Failure on the part of either party to enforce any provision of this Agreement shall be construed as a waiver of the right to compel enforcement of such provision or provisions at that time, but shall not be construed as a waiver to enforce such provision or provisions with respect to future occurrences; if the parties intend thereby to modify any provisions for future purposes, that modification should be made by said written amendment thereto.

9. It is understood that the contractual relationship of the Chamber to The Town is that of independent contractor.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in duplicate on the date indicated above.

By: \_\_\_\_\_  
Frank Robinson  
Town Manager

By: \_\_\_\_\_  
Janice H. Moore, CEO, President  
Apple Valley Chamber of Commerce

ATTEST:

By: \_\_\_\_\_  
Ms. La Vonda M. Pearson  
Town Clerk

*APPROVED AS TO FORM:*

BEST BEST & KRIEGER LLP

By: \_\_\_\_\_  
John Brown  
Town Attorney

**Exhibit A**  
Proposal for Business Retention Services



## APPLE VALLEY CHAMBER OF COMMERCE

*"In Step With Progress"*

16010 Apple Valley Road • Apple Valley, California 92307  
760-242-2753 • Fax 760-242-0303 • info@avchamber.org • www.avchamber.org

September 17, 2012

Mr. Frank Robinson, Town Manager  
Town of Apple Valley  
14955 Dale Evans Parkway  
Apple Valley, CA 92307

Business Retention Services  
Period: September 1, 2012 – June 30, 2012

### **Four Core Chamber Competencies:**

The Apple Valley Chamber of Commerce embraces the opportunity to serve our Town with our commitment to Four Core Competencies:

- Create A Strong Local Economy
- Promote the Community
- Provide Business Building Opportunities
- Represent the Interests of Business to Government

### **Project 1: Recognize the top 25 sales tax producers Fee: \$1,800 (\$120 per hour, 15 hours)**

#### A. Celebrate the "Milk and Honey" of our Town.

1. Top 25 Sales Tax Producers identified
2. Begin recognizing these Top Producers
3. Secure the list of the sales tax top producers. This list of individual businesses is not publicly available and must be obtained thru the Town. This list has recently been made available and recognition ceremony is in planning stages with the Town's Marketing and Public Information Officer.

#### B. Recognize business with growth in revenue; not necessarily growth in organization.

1. Celebrate the milestones in businesses in our community.
2. Businesses transferring to the next generation of ownership will be recognized for their multi year sustainability.

### **Project 2: Support the Town in launching a Shop Local Program Fee: \$1,800 (\$120 per hour, 15 hours)**

#### A. Launch initiatives

1. "Jobs, Jobs, and More Jobs"
2. "Go Where the Locals Go" – Shop Local Initiative
3. "Buy Close By to Preserve Our Town" – Initiative for job creation
4. "How to do Business with Public Agencies": AV Ranchos Water; Town; AV Fire; VVWRA; AVUSD; San Bernardino County, Cal Trans
5. Facilitate conversations between public agencies to arrange workshops.

**Project 3: Business Training for Business Owners** Fee: \$8,400 (\$120 per hour, 70 hours)

- A. "Attract and Retain Talent Initiative"
- B. Quick books Accounting Software Training
- C. How to Launch Your Own Webinar
- D. All aspects of Social Media including Videos

**Project 4: Web-based workshops featuring the expertise of professionals using 21<sup>st</sup> Century Approach** Fee: \$1,800 (\$120 per hour, 15 hours)

Design, pilot and access web-based workshops that feature the expertise of professionals that embrace the twenty-first century approach to twenty-first-century challenges; demonstrate the efficiency of technology

**Project 5: Radio Media Campaign** Fee: \$6,000 (pass thru dollars directly to the radio)

- A. Leverage dollars for a strong radio/media campaign to promote the Town of Apple Valley as a great place to live, work, and do business. Using radio as a business recruitment tool, high profile personalities will promote our Town thru out the Inland Empire –station)
- B. Current (24) X :60 (sixty second) commercials per four week month with Chamber Jingle to air on The Route 103.1 FM Monday through Friday in prime time only from 6:00 AM – 9:00 PM. Commercials mention Chamber members business and location in rotational schedule. Mon – Thurs (1X per day); Friday (2X per day)
- C. Support local non-profit organizations with radio ads: "Make a Wish Foundation"; "Phoenix Foundation"

**Project 6: Create a Strong Local Economy** Fee: \$9,600 (\$120 per hour, 80 hours)

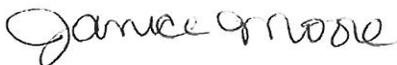
- A. Draft "Small Business Start-Up Guide for Apple Valley" linking to the Town's business development focused website: [www.GetASlice.org](http://www.GetASlice.org)
- B. Design an electronic newsletter for economic development news
- C. Build out [www.yuccalomabridge.com](http://www.yuccalomabridge.com) providing a business directory for contractors, subs, and vendors working with Yucca Loma Bridge.
- D. Participation at approved exhibit and trade shows and similar marketing events
- E. Promotion and participation with High Desert Regional Job Fair and similar job

**Our Dollars and Cents**

- Total Proposed Cost of Services: \$29,400
- \$120.00 per hour utilizing in-house talent
- No commissions / No bonuses

We thank you for the opportunity to serve the Town of Apple Valley.

Sincerely,



Janice Moore  
CEO/President