



TOWN OF APPLE VALLEY

TOWN COUNCIL STAFF REPORT

To: Honorable Mayor and Town Council **Date:** October 08, 2013
From: Frank Robinson, Town Manager **Item No:** 13
Town Manager's Office
Subject: APPLE VALLEY CHAMBER OF COMMERCE AGREEMENT FOR BUSINESS
RETENTION SERVICES

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

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 \$21,600.

SUMMARY:

Over the last several years, the Town and the Chamber have entered into multiple agreements to coordinate business retention, development and assistance programs and services ("projects").

The latest Agreement, a ten month term from September 2012 through June 2013, was recently completed for an amount of \$29,400.

In order to continue to support Apple Valley's existing business core, the Chamber and Town staff again collaborated to identify and prioritize the most critically needed projects. The proposed Agreement reflects a mutually agreed upon Scope and Cost of Services (Attachment 1, Exhibit A). The Agreement consists of a total of six projects; successful past projects and several new ones:

- Host Recognition Reception for Long-Term Apple Valley Businesses
- Support and Assist a Business Visitation Program
- Partner with Town to Develop, Launch and Promote Shop Local Program
- Coordinate and Host Classes on Growing Your Business
- State of the Town Event
- Promote Chamber Brand and Resources

The Town Council is requested to approve the new Agreement for a nine month term, the remainder of the FY2013-14, in the amount of \$21,600 (\$2,400 per month).

BACKGROUND:

During the ten month term of the last Agreement, September 2012 through June 2013, the Chamber completed the following, assigned projects:

- conducted grand opening celebrations
- hosted a recognition event for top sales tax producers
- member of the local preference ad-hoc committee
- created a “business start up guide”
- researched shop local programs
- conducted computer skills training workshops and webinars
- conducted job preparation and job skills training workshop
- conducted a radio and social media campaign
- and more

FISCAL IMPACT:

The Town Council previously approved funding for this public/private partnership in the FY 2013-14 Budget. The cost for all approved services per nine month term is \$21,600.

Attachment 1
AGREEMENT FOR BUSINESS RETENTION SERVICES

AGREEMENT FOR BUSINESS RETENTION SERVICES

THIS AGREEMENT, effective October 1, 2013, 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, 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 operational 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 general 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 2013 and the balance due in August 2014, 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, 2014; 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, 2013

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

Proposal for Apple Valley Business Retention Services

Period: October 1, 2013 through June 30, 2014

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

SCOPE OF SERVICES

The Chamber will partner with the Town to assist with development and promotion of the following seven projects through the remainder of the 2013-14 fiscal year.

Project 1: Host Recognition Reception for Long-Term Apple Valley Businesses

Purpose and Outcome: Celebrate the "Milk and Honey" of our Town by hosting reception recognizing long-term, loyal business owners

Activities:

- Identify businesses
- Secure date
- Begin marketing campaign
- Celebrate business milestones

Project 2: Support and Assist a Business Visitation Program

Purpose and Outcome: Partner with Town to promote a pilot program designed to make face-to-face introductions to existing businesses, survey their issues and offer business development and workforce training resources

Activities:

- Visit five (5) existing business owners and/or managers per month on average.
- Focus first on sectors ripe for growth.
- Gather survey data and report key talking points.
- Promote Town and Chamber news, encourage sponsorship and membership opportunities

Project 3: Partner with Town to Develop, Launch and Promote Shop Local Program

Purpose and Outcome: Develop a multi-faceted approach to cultivate a deep-rooted philosophy among public agencies, retailers and citizens to look first to Apple Valley when shopping, dining or purchasing services.

Activities:

- Brand and launch initiative
- Arrange for mixers in local retail businesses
- Promote initiative through collateral material (window clings, etc.)
- Market campaign through social media, print, radio and other outlets

Project 4: Coordinate and Host Business Development Classes

Purpose and Outcome: Assess needs and interests of business community and offer convenient, low-cost training opportunities in tools and skills needed to be successful. Facilitate conversations to increase opportunities for local businesses to be competitive in offering good and services to the public consumer, public agencies and large companies.

Activities:

- Host 4-5 educational and/or training sessions open to public.
- Business-education topics may include *“How to Open Your Business in a Store Front”*; *“How to Do Business with Public Agencies and Large Companies”*; *“How to Market Your Business Successfully”*, *“Understanding Healthcare Mandates”*
- Skill-training topics may include *“Attract and Retain Talent Initiative”*; Quick Books Accounting Software; Social Media including Videos; Basic Networking Fundamentals; Employee Recruitment; basic primer on leasing retail space; understanding competitive procurement policies.
- May include AV Ranchos Water; Town; AV Fire; VVWRA; AVUSD; San Bernardino County, hospitals; VVC; utility companies; commercial real estate leasing agent; insurance agents; other large companies
- Choose topics; identify instructors; promote

Project 5: State of the Town Event

Purpose and Outcome: Assist in preparation and delivery of annual Mayor’s message.

Activities:

- Work with Town staff in arrangement and planning
- Promote event attendance to public and Chamber members

Project 6: Promote Chamber Brand and Resources

Purpose and Outcome: Feature Chamber resources and Town programs to local and regional audiences

Activities:

- Exhibit and/or attendance at local business events, as necessary, including at regional job fairs, SBA Days, High Desert Opportunity, High Desert Business Journal, etc.
- Maintain Yucca Loma Bridge website including an online Apple Valley-wide Business Directory
- Host Job Preparation Workshop for Job Fair(s)
- Promote and distribute Small Business Start Up Guide
- Host regular meetings with Town staff.
- Provide update to Town Council in February and July

COST OF SERVICES

Chamber staff time \$120.00 per hour utilizing in-house talent

Project No.

1. \$1,800 (15 hours)
2. \$5,400 (45 hours)
3. \$3,600 (30 hours)
4. \$7,200 (60 hours)
5. \$1,800 (15 hours)
6. \$1,800 (15 hours)

Direct costs Any third party costs will be billed directly and must be approved by the Town prior to commencement of work.

Total Proposed Cost of Services is \$21,600, 180 hours (\$2,400 and 18 hours per month for 9 months).

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

Sincerely,



Janice Moore
CEO/President