

**SPONSORSHIP AND ECONOMIC DEVELOPMENT FUNDING  
AGREEMENT BETWEEN THE CITY OF TEMECULA AND THE  
TEMECULA VALLEY CHAMBER OF COMMERCE**

**THIS AGREEMENT** is made and effective as of this **July 11, 2023** by and between the **City of Temecula**, a municipal corporation (hereinafter referred to as "City"), and **Temecula Valley Chamber of Commerce**, a **California Nonprofit Corporation** (hereinafter referred as the "Chamber"). In consideration of the mutual covenants, conditions and undertakings set forth herein, the parties agree as follows:

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

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

B. The Chamber has special knowledge, experience, and facilities for dissemination of information; and is organized for and equipped to carry on promotional activities on behalf of City; and to publicize and exploit its advantages.

C. Such activities are recognized by law as being in the public interest and serving public purpose.

**2. TERM.** This Agreement shall commence on **July 11, 2023**, and shall remain and continue in effect until tasks described herein are completed, but in no event later than **June 30, 2028**, unless sooner terminated pursuant to the provisions of this Agreement.

**3. CONSIDERATION/PAYMENT.**

A. The City of Temecula shall pay to Chamber an amount not to exceed **Two Hundred Thousand Dollars and No Cents (\$200,000.00) each fiscal year for Fiscal Years 2023-2024, 2024-2025, 2025-2026, 2026-2027, and 2027-2028 for a total amount of One Million Dollars and No Cents (\$1,000,000.00) for the total term of this agreement** which will be allocated to pay for services and tasks described and set forth in Exhibit "A", attached hereto and incorporated herein as though set forth in full. Chamber shall complete the tasks according to the schedule of performance which is set forth in Exhibit "B".

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

C. Chamber will submit a quarterly invoice for actual services performed. Payment of undisputed amounts shall be made thirty (30) days of receipt of the invoice.

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

**5. INDEMNIFICATION.** The Chamber agrees to defend, indemnify, protect and hold harmless the City of Temecula, Temecula Community Services District, and/or the Successor Agency to the Temecula Redevelopment Agency, its officers, officials, employees and volunteers from and against any and all claims, demands, losses, defense costs or expenses, including attorney fees and expert witness fees, or liability of any kind or nature which the City of Temecula, Temecula Community Services District, and/or the Successor Agency to the Temecula Redevelopment Agency, its officers, agents, employees or volunteers may sustain or incur or which may be imposed upon them for injury to or death of persons, or damage to property arising out of Chamber's negligent or wrongful acts or omissions arising out of or in any way related to the performance or non-performance of this Agreement, excepting only liability arising out of the negligence of the City of Temecula, Temecula Community Services District, and/or the Successor Agency to the Temecula Redevelopment Agency.

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

A. The City may at any time, for any reason, with or without cause, suspend or terminate this Agreement, or any portion hereof, by serving upon the Chamber at least ten (10) days prior written notice. Upon receipt of said notice, the Chamber shall immediately cease all work under this Agreement, unless the notice provides otherwise. If the City suspends or terminates a portion of this Agreement such suspension or termination shall not make void or invalidate the remainder of this Agreement.

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

**7. DEFAULT OF CHAMBER.**

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

B. If the City Manager or his delegate determines that the Chamber is in default in the performance of any of the terms or conditions of this Agreement, it shall serve the Chamber with written notice of the default. The Chamber shall have ten (10) days after service upon it of said

notice in which to cure the default by rendering a satisfactory performance. In the event that the Chamber fails to cure its default within such period of time, the City shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

**8. OWNERSHIP OF DOCUMENTS.**

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

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

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

A. Minimum Scope of Insurance. Coverage shall be at least as broad as:

1) Insurance Services Office Commercial General Liability form No. CG 00 01 11 85 or 88.

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

3) Worker's Compensation insurance as required by the State of California and Employer's Liability Insurance.

B. Minimum Limits of Insurance. Chamber shall maintain limits no less than:

1) General Liability: One million (\$1,000,000) per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a

general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

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

3) Worker's Compensation as required by the State of California; Employer's Liability: One million dollars (\$1,000,000) per accident for bodily injury or disease.

C. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions shall not exceed Twenty-Five Thousand Dollars and No Cents (\$25,000) unless otherwise approved in writing by the City Manager in his sole discretion.

D. Other Insurance Provisions. The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1) The City of Temecula, the Temecula Community Services District, the Successor Agency to the Temecula Redevelopment Agency, their officers, officials, employees and volunteers are to be covered as insured's, as respects: liability arising out of activities performed by or on behalf of the Chamber; products and completed operations of the Chamber; premises owned, occupied or used by the Chamber; or automobiles owned, leased, hired or borrowed by the Chamber. The coverage shall contain no special limitations on the scope of protection afforded to the City of Temecula, the Temecula Community Services District, the Successor Agency to the Temecula Redevelopment Agency, their officers, officials, employees or volunteers.

2) For any claims related to this Agreement, the Chamber's insurance coverage shall be primary insurance as respects the City of Temecula, the Temecula Community Services District, the Successor Agency to the Temecula Redevelopment Agency, their officers, officials, employees and volunteers. Any insurance or self-insured maintained by the City of Temecula, Temecula Community Services District, and/or the Successor Agency to the Temecula Redevelopment Agency, its officers, officials, employees or volunteers shall be excess of the Chamber's insurance and shall not contribute with it.

3) Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the City of Temecula, the Temecula Community Services District, the Successor Agency to the Temecula Redevelopment Agency, their officers, officials, employees or volunteers.

4) The Chamber's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

5) Each insurance policy required by this agreement shall be endorsed to state: should the policy be canceled before the expiration date the issuing insurer will endeavor to mail thirty (30) days prior written notice to the City.

6) If insurance coverage is canceled or, reduced in coverage or in limits the Chamber shall within two (2) business days of notice from insurer phone, fax, and/or notify the City via certified mail, return receipt requested of the changes to or cancellation of the policy.

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

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

F. Verification of Coverage. Chamber shall furnish the City with original endorsements effecting coverage required by this clause. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. The endorsements are to be on forms provided by the City. All endorsements are to be received and approved by the City before work commences. As an alternative to the City's forms, the Chamber's insurer may provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications.

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

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

**12. RELEASE OF INFORMATION.**

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

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

**13. ASSIGNMENT.** The Chamber shall not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, without prior written consent of the City Manager.

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

To City:  
City of Temecula  
Attn: City Manager  
41000 Main Street  
Temecula, CA, 92590

To Chamber:  
Temecula Valley Chamber of Commerce  
Attn: Brooke Nunn, CEO/ President  
26790 Ynez Ct Suite A  
Temecula, CA, 92591

**15. INDEPENDENT CONTRACTOR.**

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

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

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

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

\* \* \*

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


CITY OF TEMECULA

TEMECULA VALLEY CHAMBER OF COMMERCE

By: \_\_\_\_\_  
Zak Schwank, Mayor

By:   
Brooke Nunn, Chief Executive Officer

ATTEST:

By:   
Tammy Marine, Secretary

By: \_\_\_\_\_  
Randi Johl, City Clerk

By:   
Jeff Kurtz, Chief Financial Officer

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Peter M. Thorson, City Attorney

CHAMBER

Temecula Valley Chamber of Commerce  
Brooke Nunn  
26790 Ynez Court, Suite A  
951-676-5090  
brooke@temecula.org

PM Initials:  
Date:  
6/16/23



## EXHIBIT "A"

### SERVICES TO BE PROVIDED TO THE CITY OF TEMECULA FOR SPONSORSHIP

The Temecula Valley Chamber of Commerce ("Chamber") shall undertake, during **Fiscal Years 2023 - 2028**, to carry on promotional activities on behalf of the City of Temecula ("City"), and to particularly render the following services:

1. Business Retention site visits (10 per month: schedule and attend)
2. Business Relocation assistance (average 50 businesses/year)
3. Business Assistance as requested (Relocation, connect with City, Utility, partners)
4. Business Special Events & Programs (Average 170 events and programs organized annually)
5. Inquiry fulfillment
  - § Tourism inquiry fulfillment
  - § Residential and business relocation inquiry fulfillment
  - § Demographic information inquiry fulfillment
6. SBDC- Bi-weekly meeting space for counseling services
7. SBDC – Quarterly How to Start a Small Business Workshop
8. SBDC- Promote workshops to support small businesses held at the TVE2, TVCC, and online.
9. Business Education Resource (30 classes per year)
10. Promotion of Shop/Buy Local program
11. Participation in TVHS Advisory Board (4 Meetings per year)
12. Maintain website promoting local commerce, tourism and events
13. Business Resource/Relocation Packet
14. Promotion of City events (College & Career Fair and Intern Program)
15. Promotion of the City and business community through social media across 8 social media accounts with over 32,000 followers combined. Promotional examples include #FridayNewsflash and #shoplocal campaigns and foster media partnerships
16. Legislative Advocacy (Consultant fee, maintain website, staff participation)
17. SCMC Manufacturing Council - Coordination and attendance at 6 events, workshops and promotion of intern and field trip programs
18. Candidate forums - (City elections)
19. Partner with the City of Temecula and stakeholders to host a community Job Fair
20. Student of the Month Program
21. Affinity Programs - Coordination of Savings/Discount programs
22. Promote local job position openings
23. Ribbon Cuttings/Grand Opening Events (Approximately 70 per year)
24. Valley Young Professionals (Philanthropic and educational programs)

25. Chamber Networking Events
26. Introductory one-year memberships for incubator businesses (10 @ \$350/each - Limited to new incubator businesses)
27. RTA Bus pass sales outlet
28. Provide conference room space to local non-profit organizations.
29. Community-wide E-Waste events (4 per year)
30. Provide Employer Compliance Materials
31. Community Travel programs
32. Workforce Subcommittee – Provide quarterly updates.
33. Representative in the Southwest California Legislative Council (SWCLC)
34. Diversity Equity Inclusion Committee (DEI) – Provide information and training resources for local businesses
35. Educational Workshops (Monthly/Bi-Monthly- Approximately 40)
36. City participation at Chamber special events:
  - Awards Gala (Event partner - 10 seats)
  - State of the City (Event partner - 40 seats)
  - Economic Forecast (Event partner – 10 seats)
  - Wine Country Classic (Event partner – 4 Reservations)
  - Legislative Summit (Event partner - 10 seats and Expo Table)
  - Women in Business (Event Partner - 10 seats and Expo Table)
  - Monthly Evening Mixers (All City Council and City Staff – Free of Charge as Chamber Members)
  - Monte Carlo Extravaganza (Event Partner – 10 tickets)

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

That in consideration of the promotional activities and services performed by the Temecula Valley Chamber of Commerce ("Chamber"), for the City of Temecula ("City"), as set forth in **Exhibit "A"** hereof, City hereby agrees to pay Chamber, during the term of this Agreement an amount not to exceed **One Million Dollars and No Cents (\$1,000,000.00) for five fiscal years, beginning Fiscal Year ("FY") 2023-2024 through Fiscal Year 2027-2028 in the amount of Two Hundred Thousand Dollars and No Cents (\$200,000.00) per fiscal year.**