

SERVICES AGREEMENT

This **PROFESSIONAL SERVICES AGREEMENT** (this “Agreement”) is made and entered into as of _____ (the “Effective Date”), by and between

CITY OF ANAHEIM, a public body, corporate and politic (the “City”),

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THE ANAHEIM CHAMBER OF COMMERCE, a California nonprofit corporation (the “Chamber”).

RECITALS

A. The City of Anaheim has a long history of partnering with the Anaheim Chamber of Commerce to support various projects and activities concerning Anaheim businesses.

B. In order to maintain and strengthen Anaheim’s position as an outstanding business location, the City requires the services of the Chamber to enhance and supplement existing economic development activity (the “Services”).

B. The City and Chamber (each, a “Party” and jointly, the “Parties”) desire to enter into an agreement pursuant to which the Chamber will provide the Services as requested by the City.

NOW, THEREFORE, FOR AND IN CONSIDERATION OF THE MUTUAL PROMISES, COVENANTS AND CONDITIONS CONTAINED HEREIN, THE CITY AND THE CHAMBER AGREE AS FOLLOWS:

Section 1. Status of Parties.

1.1 City. The Chamber acknowledges that the City is a municipal corporation formed and operating pursuant to a freeholders charter.

1.2 Chamber. Chamber represents that Chamber is a 501 (c)(6), formed and in good standing under all applicable laws.

Section 2. Services of Chamber.

2.1 Description of Services. In compliance with all of the terms and conditions of this Agreement, Chamber shall provide the Services, as more fully set forth in the “Scope of Services”, which is attached hereto as Exhibit A and incorporated herein by this reference (the “Services”). Chamber represents and warrants that all Services to be provided hereunder shall be performed in

a competent, professional and satisfactory manner in accordance with the standards prevalent in the industry for such Services.

2.2 Time for Performance. Time is of the essence in the performance of this Agreement. Chamber shall perform and complete all services as may be requested pursuant to Section 2.1 hereof in a timely and expeditious manner. Chamber shall perform such services in accordance with those schedules which Chamber and the City may mutually agree to as to any particular study, job or analysis.

Chamber shall not be responsible for delays caused by circumstances beyond its reasonable control, provided that Chamber has delivered to the City written notice of the cause of any such delay within ten (10) days of the occurrence of such cause.

2.3 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 Anaheim and any Federal, State or local governmental City of competent jurisdiction.

2.4 Licenses, Permits, Fees and Assessments. Chamber shall obtain, at Chamber's 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. Chamber 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 which arise from or are necessary for the performance of the Services required by this Agreement.

2.5 Nondiscrimination. Chamber agrees not to discriminate against any person or class of persons by reason of sex, color, race, creed, religion, marital status, handicap, ancestry or national origin in its provision of services. To the extent this Agreement provides that Chamber offer accommodations or services to the public, such accommodations or services shall be offered by Chamber to the public on fair and reasonable terms.

2.6 Familiarity with Work. By executing this Agreement, Chamber represents and warrants that Chamber (i) has thoroughly investigated and considered the Services to be performed, (ii) has carefully considered how the Services should be provided, and (iii) fully understands the facilities, difficulties and restrictions attending the provision of the Services under this Agreement. Should the Chamber discover any latent or unknown conditions materially differing from those inherent in the provision of such Services or as represented by the City, Chamber shall immediately inform the City of such fact and shall not proceed except at Chamber's risk until written instructions are received from the City.

2.7 Additional Services. Chamber shall provide Services in addition to those specified in the Description of Services when directed to do so in writing by the City, provided that Chamber shall not be required to provide any such additional Services without compensation.

2.8 Substitute Services. In the event the Parties determine that any service identified in Exhibit A is no longer desirable or cannot, through no fault of either party, be completed, the Parties shall mutually agree in writing on an appropriate service to substitute in place and stead of such service so identified. The City Manager or designee shall have authority

on behalf of the City to approve any such substitute service, including the appropriate compensation to be paid therefor, provided, however, that such compensation shall not exceed the Maximum Compensation, (as defined in Section 4.1), allowed under this Agreement.

Section 3. Term.

The term of this Agreement shall commence on June 4, 2019 and shall terminate on June 4, 2020, unless sooner terminated as provided herein ("Term").

Section 4. Compensation.

4.1 Amount of Compensation. It is understood by and agreed between the Parties to this Agreement that full and complete payment for all Services provided in accordance with this Agreement, including sub-consultant fees, and all expenses included, shall not exceed Four Hundred Twenty-Five Thousand dollars (\$425,000.00) ("Maximum Compensation"), without the prior written authorization of City. City agrees to pay, and Chamber agrees to accept, as full compensation for Chamber's services. , half of the total compensation will be paid upon approval of this agreement and the remaining half will be paid within six months.

4.2 Billing and Payment Procedures. Chamber shall provide an invoice to the City for half of the total compensation to be paid upon approval of this agreement, with the remaining amount to be paid at the conclusion of six months. If requested by the City, Chamber shall present additional documentation evidencing the provision of Services satisfactory to the City. The City shall not be responsible to pay Chamber for any Services or expenses in excess of the Maximum Compensation.

Section 5. Coordination of Services.

5.1 Representative of City. The City Manager, or such person's designee, (the "Manager") shall represent the City in all matters pertaining to this Agreement. Whenever a reference is made herein to an action or approval to be undertaken by the City, the Manager is authorized to act unless this Agreement specifically provides otherwise or the context should otherwise require.

5.2 Representative of Chamber. Todd Ament, President/CEO is hereby designated as being the principal and representative of Chamber that is authorized to act on Chamber's behalf with respect to the services and work to be provided hereunder and make all decisions in connection therewith.

5.3 Prohibition Against Subcontracting and Assignments. Neither the whole nor any interest in, nor any of the rights or privileges granted under this Agreement shall be assignable or transferable or encumbered in any way without the prior written consent of City. Any such purported assignment, transfer, encumbrance, pledge, subuse, or permission given without such consent shall be void as to City. This is a personal services contract and the Chamber was chosen on the basis of characteristics unique to the Chamber. City shall have the right to unreasonably or arbitrarily withhold its consent to any such assignment, transfer, encumbrance, pledge, subuse, or permission.

5.4 Independent Contractor. Chamber and any agent or employee of Chamber shall act in an independent capacity and not as officers or employees of City. City assumes no liability for Chamber's actions and performance, nor assumes responsibility for taxes, bonds, payments, or other commitments, implied or explicit, by or for Chamber. Chamber shall not have authority to act as an agent on behalf of City unless specifically authorized to do so in writing. Chamber acknowledges that it is aware that because it is an independent contractor, City is making no deduction from any amount paid to Chamber and is not contributing to any fund on its behalf. Chamber disclaims the right to any fee or benefits except as expressly provided for in this Agreement.

As respects all acts or omissions of Chamber relating to Chamber's responsibility for taxes, bonds, payments, or other commitments, implied, or explicit, by or for Chamber, the Chamber agrees to indemnify, defend (at the City's option), and hold harmless the City, its officers, agents, employees, representatives, and volunteers from and against any and all claims, demands, defense costs, liability, or consequential damages of any kind or nature arising out of or in connection with the Chamber's performance or failure to perform under this Section.

Section 6. Insurance and Indemnification.

6.1 Insurance. Without limiting City's right to indemnification, it is agreed that Chamber shall secure prior to commencing any activities under this Agreement, and maintain during the Term of this Agreement, insurance coverage as set forth in this Section 6.1.

6.1.1 Required Insurance Coverage. Chamber shall secure and maintain the following insurance coverage:

- (a) Workers' Compensation Insurance as required by California statutes for the protection of its employees and independent contractors during the progress of the performance of Services hereunder;
- (b) Comprehensive General Liability Insurance or Commercial General Liability Insurance, including coverage for Premises and Operations, Contractual Liability, Personal Injury Liability, Products/Completed Operations Liability, , in an amount of not less than One Million Dollars (\$1,000,000.00) per occurrence, combined single limit, written on an occurrence basis;
- (c) Comprehensive Automobile Liability coverage, including - as applicable - owned, non-owned and hired autos, in an amount of not less than One Million Dollars (\$1,000,000.00) per occurrence, combined single limit, written on an occurrence basis. If Chamber owns no vehicles, this requirement may be satisfied by a non-owned auto endorsement to the general liability policy described above. ; and
- (d) When the law establishes a professional standard of care for the Chamber's Services, Professional Liability Insurance coverage in an amount of not less than One Million Dollars (\$1,000,000.00). Chamber shall maintain such coverage for at least one (1) year after the termination of this Agreement.

The Manager, with the consent of the City's Risk Manager, is hereby authorized to waive or reduce the requirements set forth above in the event the Manager determines that such waiver or reduction is in City's best interest.

6.1.2 Required Clauses in Policies. Each policy of general liability insurance required by this Agreement shall contain the following clauses:

"This insurance shall not be canceled, or allowed to lapse without at least ten (10) days' prior written notice to the City Clerk of the City of Anaheim, 200 S. Anaheim Boulevard, Anaheim, CA 92805."

"It is agreed that any insurance maintained by the Chamber pursuant to this Agreement shall be primary to, and not contribute with any insurance or self-insurance maintained by the City of Anaheim."

"The City of Anaheim, its officials, agents, employees, representatives, and volunteers are added as additional insureds as respects operations and activities of, or on behalf of the named insured, performed under contract with the City of Anaheim."

Chamber hereby agrees to waive subrogation which any insurer of the Chamber may acquire from the Chamber by virtue of the payment of any loss. Chamber agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation.

6.1.3 Required Certificates and Endorsements. Prior to commencement of any work under this Agreement, the Chamber shall deliver to City (i) insurance certificates confirming the existence of the insurance required by this Agreement, and including the applicable clauses referenced above, and (ii) endorsements to the above-required policies, which add to these policies the applicable clauses referenced above. Such endorsements shall be signed by an authorized representative of the insurance company and shall include the signator's company affiliation and title. Should it be deemed necessary by City, it shall be the Chamber's responsibility to see that City receives documentation, acceptable to City, which sustains that the individual signing such endorsements is indeed authorized to do so by the insurance company. Also, City reserves the right at any time to demand, and to receive within a reasonable time period, certified copies of any insurance policies required under this Agreement, including endorsements effecting the coverage required by these specifications.

Except for professional liability insurance coverage that may or may not be required by this Agreement, all insurance maintained by Chamber shall be issued by companies admitted to conduct the pertinent line of insurance business in the State of California and having a rating of Grade A or better and Class VII or better by the latest edition of *Best's Key Rating Guide*. In the case of professional liability insurance coverage, such coverage shall be issued by companies either licensed or admitted to conduct business in the State of California so long as such insurer possesses and aforementioned *Best's* rating.

Chamber shall immediately notify the Manager if any required insurance lapses or is otherwise modified and cease performance of this Agreement unless otherwise directed by the Manager. In such a case, the City may procure insurance or self-insure the risk and charge Chamber for such costs and any and all damages resulting therefrom, by way of set-off from any sums owned Chamber.

Chamber agrees that in the event of loss due to any of the perils for which it has agreed to provide insurance, Chamber shall look solely to its insurance for recovery. Chamber hereby grants to the City, on behalf of any insurer providing insurance to either the Chamber or to the City with respect to the services of Chamber herein, a waiver of any right to subrogation which any such insurer of said Chamber may acquire against the City by virtue of the payment of any loss under such insurance.

6.1.4 Remedies for Default Re: Insurance. In addition to any other remedies City may have if the Chamber 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 premium for such insurance from any sums due under this Agreement;
- (b) Order the Chamber to stop work under this Agreement and/or withhold any payment(s) which become due to the Chamber hereunder until the Chamber demonstrates compliance with the requirements hereof; or
- (c) Terminate this Agreement.

Exercise of any of the above remedies, however, is an alternative to other remedies City may have and is not the exclusive remedy for the Chamber's failure to maintain insurance or secure appropriate endorsements.

Nothing herein contained shall be construed as limiting in any way the extent to which the Chamber may be held responsible for payment of damages to persons or property resulting from the Chamber's or its subcontractor's performance of the work covered under this Agreement.

6.2 Indemnification. As respects acts, errors or omissions in the performance of professional services under this Agreement, the Chamber agrees to indemnify and hold harmless the City, its officers, agents, employees, representatives and volunteers from and against claims, demands, defense costs, liability or consequential damages arising directly out of the Chamber's negligent acts, errors or omissions in the performance of its professional services under the terms of this Agreement or those of Chamber's subcontractors or anyone for whom Chamber is legally liable.

As respects all acts or omissions which do not arise directly out of the performance of professional services, including but not limited to those acts or omissions normally covered by general and automobile liability insurance, the Chamber agrees to indemnify, defend (at City's option), and hold harmless the City, its officers, agents, employees, representatives, and volunteers

from and against claims, demands, defense costs, liability, or consequential damages arising out of or in connection with the Chamber's (including Chamber's employees, representatives, subcontractors or anyone for whom Chamber is legally liable) performance or failure to perform under this Agreement; excepting those which arise out of the sole negligence of City.

Section 7. Enforcement of Agreement.

7.1 Events of Default. For purposes of this Section 7, the word "Default" shall mean the failure of Chamber to perform any of Chamber's duties or obligations or the breach by Chamber of any of the terms and conditions set forth in this Agreement. In addition, Chamber shall be deemed to be in Default upon Chamber's (i) application for, consent to, or suffering of, the appointment of a receiver, trustee or liquidator for all or a substantial portion of its assets, (ii) making a general assignment for the benefit of creditors, (iii) being adjudged bankrupt, (iv) filing a voluntary petition or suffering an involuntary petition under any bankruptcy, arrangement, reorganization or insolvency law (unless in the case of an involuntary petition, the same is dismissed within thirty (30) days of such filing), or (v) suffering or permitting to continue unstayed and in effect for fifteen (15) consecutive days any attachment, levy, execution or seizure of all or a substantial portion of Chamber's assets or of Chamber's interests hereunder.

City shall not be deemed to be in Default in the performance of any obligation required to be performed by City hereunder unless and until City has failed to perform such obligation for a period of thirty (30) days after receipt of written notice from Chamber specifying in reasonable detail the nature and extent of any such failure; provided, however, that if the nature of City's obligation is such that more than thirty (30) days are required for its performance, then City shall not be deemed to be in Default if City shall commence to cure such performance within such thirty (30) day period and thereafter diligently prosecute the same to completion.

7.2 Immediate Termination for Chamber's Default. In the event of any Default by Chamber, City may immediately terminate this Agreement. Such termination shall be effective immediately upon receipt by Chamber of written notice from City. In such event, Chamber shall have no further rights hereunder; City shall have all other rights and remedies as provided by law.

7.3 Termination Without Cause. City may terminate this Agreement at any time without the necessity of cause or Default by the other Party by giving thirty (30) days' notice in writing to the other Party. In such event, the Parties shall have no further rights hereunder, except that Chamber shall be paid for all Services invoiced prior to such termination.

Section 8. Use and Ownership of Documents and Data.

8.1 Data to be Furnished by City. City shall furnish to Chamber such documents and materials as may be relevant and pertinent to the provision of Services hereunder as City may possess or acquire.

8.2 Ownership of Documents. All documents and materials furnished by the City to Chamber pursuant to Section 8.1 hereof shall remain the property of the City and shall be returned to the City upon termination of this Agreement. All documents and materials prepared by Chamber hereunder shall become the property of the City at the time of payment to Chamber of all compensation for their preparation, and shall be delivered to the City by Chamber at the request

of the City. The documents and materials prepared by Chamber hereunder shall not be used by the City or others, except for the purpose for which they were intended. The City agrees not to associate Chamber's name with any documents or materials not prepared by Chamber.

Section 9. Miscellaneous Provisions.

9.1 Waiver. Inaction by City or Chamber with respect to a Default hereunder shall not be deemed to be a waiver of such Default. The waiver by either City or Chamber of any Default hereunder shall not be deemed to be a waiver of any subsequent Default.

9.2 Notices. All notices, demands or other writings to be made, given or sent hereunder, or which may be so given or made or sent by either City or Chamber to the other shall be deemed to have been given when in writing and personally delivered or if mailed on the third (3rd) day after being deposited in the United States mail, certified or registered, postage prepaid, and addressed to the respective Parties at the following addresses:

If to City: City Clerk
200 S. Anaheim Boulevard, 2nd Floor
City of Anaheim
Anaheim, California 92805
FAX No. (714) 765-4105

With copies to: Chris Zapata, City Manager
City of Anaheim
200 S. Anaheim Boulevard, 7th Floor
Anaheim, California 92805
FAX No. (714) 765-5164

City Attorney
City of Anaheim
200 S. Anaheim Boulevard, 3rd Floor
Anaheim, California 92805
FAX No. (714) 765-5123

To Chamber: Todd Ament
Anaheim Chamber of Commerce
2099 S. State College Blvd., Suite 650
Anaheim, California 92806
Fax No. (714)758-0468

9.3 Relationship of Parties. Nothing contained herein shall be deemed or construed by the Parties, nor by any third party, as creating the relationship of principal and agent or of partnership or of joint venture between the Parties, it being understood and agreed that Chamber is and will be at all times an independent contractor pursuant to this Agreement and shall not, in any way, be considered to be an officer, agent or employee of the City.

9.4 No Third Party Rights. The Parties intend that no rights nor remedies be granted to any third party as a beneficiary of this Agreement or of any covenant, duty, obligation or undertaking established herein.

9.5 Non-Liability of Members, Officials and Employees of the City. No member, official or employee of the City shall be personally liable to Chamber, or any successor in interest, in the event of any Default or breach by the City or for any amount which may become due to Chamber or Chamber's successors, or on any obligation under the terms of this Agreement. Chamber hereby waives and releases any claim Chamber may have against the members, officials or employees of the City with respect to any Default or breach by City or for any amount which may become due to Chamber or Chamber's successors, or any obligations under the terms of this Agreement. Chamber makes such release with the full knowledge of Civil Code Section 1542 and hereby waives any and all rights thereunder to the extent of this release, if such Section 1542 is applicable. Section 1542 of the Civil Code provides as follows:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY."

9.6 Controlling Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

9.7 Time of the Essence. Time is hereby expressly declared to be the essence of this Agreement and of each and every term, covenant and condition hereof which relates to a date or a period of time.

9.8 Remedies Cumulative. The remedies given to City and Chamber herein shall be cumulative and are given without impairing any other rights given City or Chamber by statute or law now existing or hereafter enacted and the exercise on any one (1) remedy by City or Chamber shall not exclude the exercise of any other remedy.

9.9 Effect of Invalidity. If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of its terms and provisions to persons and circumstances other than those to which it has been held invalid or unenforceable shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

9.10 Successors and Assigns. This Agreement and the covenants and conditions contained herein shall be binding upon and inure to the benefit of and shall apply to the successors and assigns of City and to the permitted successors and assigns of Chamber, and all references to "City" or "Chamber" shall be deemed to refer to and include all permitted successors and assigns of such Party.

9.11 Entire Agreement. This Agreement and the exhibits hereto contain the entire agreement of the City and the Chamber with respect to the matters covered hereby, and no agreement, statement or promise made by either City or Chamber which is not contained herein, shall be valid or binding. No prior agreement, understanding or representation pertaining to any such matter shall be effective for any purpose. No provision of this Agreement may be amended, modified or added except by an agreement in writing signed by City and Chamber.

9.12 Authority. Each individual executing this Agreement on behalf of a corporation, nonprofit corporation, partnership or other entity or organization, represents and warrants the he or she is duly authorized to execute and deliver this Agreement on behalf of such entity or organization and that this Agreement is binding upon the same in accordance with its terms. Chamber shall, at City's request, deliver a certified copy of its governing board's resolution or certificate authorizing or evidencing such execution.

9.13 Conflicts of Interest. No member, official or employee of the City shall have any personal interest, direct or indirect, in this Agreement, nor shall any such member, official or employee participate in any decision relating to this Agreement which affect his or her personal interests or the interests of any corporation, partnership or association in which he or she is directly or indirectly interested.

9.13.1 Chamber or its employees may be subject to the provisions of the California Political Reform Act of 1974 (the "Act"), which: (1) requires such persons to disclose any financial interest that may foreseeably be materially affected by the work performed under this Agreement; and (2) prohibits such persons from making, or participating in making, decisions that will foreseeably financially affect such interest.

9.13.2 If subject to the Act, Chamber shall conform to all requirements of the Act. Failure to do so constitutes a material breach and is grounds for immediate termination of this Agreement by City. Chamber shall indemnify and hold harmless City for any and all claims for damages resulting from Chamber's violation of this Section.

9.14 Time for Acceptance of Agreement by City. This Agreement, when executed by Chamber and delivered to City, must be authorized, executed and delivered by the City on or before forty-five (45) days after the execution and delivery by Chamber or this Agreement shall be void, except to the extent that Chamber and City shall consent in writing to a further extension of time for the authorization, execution and delivery of this Agreement.

9.15 Conflicts or Inconsistencies. It is further expressly agreed by and between the parties hereto that, should there be any conflict between the terms of this Agreement and any of the exhibits or attachments hereto, this Agreement shall control and nothing herein shall be considered as an acceptance of the said terms of said exhibits or attachments conflicting herewith.

[SIGNATURES BEGIN ON NEXT PAGE]

IN WITNESS WHEREOF, THE PARTIES HAVE EXECUTED THIS AGREEMENT ON THE RESPECTIVE DATES SET FORTH BELOW.

“CITY”

CITY OF ANAHEIM,
a municipal corporation and charter city

Dated: _____

By: _____

Chris Zapata,
City Manager

ATTEST:

THERESA BASS, CITY CLERK

City Clerk

APPROVED AS TO FORM:

CITY ATTORNEY

By: _____

“CHAMBER”

ANAHEIM CHAMBER OF COMMERCE, a
California non-profit corporation

Dated: _____

By: _____

Todd Ament
Executive Director

132821v2

EXHIBIT A

SCOPE OF SERVICES

The Anaheim Chamber of Commerce (Chamber) is pleased to partner with the City of Anaheim (City) in fostering business promotion, attraction and retention, job growth and overall economic development in Anaheim.

The Chamber will pursue an economic development strategy dedicated to encouraging reinvestment and economic growth through the retention and expansion of existing Anaheim jobs and businesses, while attracting new business and spurring job creation by identifying opportunities and addressing challenges. The goal is to broaden opportunities for economic advancement, supplement efforts offered by the City's interdepartmental Economic Development Team, and better the quality of life for local residents by providing more jobs and bringing more revenue to the city.

The agreement will pursue an economic development strategy dedicated to encouraging reinvestment and economic growth through the retention and expansion of existing Anaheim jobs and businesses, while attracting new business and job creation by identifying opportunities and addressing challenges. The goal is to broaden opportunities for economic advancement and better the quality of life for residents by providing more jobs and bringing more revenue to the city.

This partnership will organize and support events to provide opportunities for businesses of all sizes to connect with the Anaheim business community in order to promote individual business success and showcase the vitality and diversity of Anaheim's economy.

A robust partnership between the City and the Chamber is a vital tool for capturing maximum benefits for Anaheim residents and workers. Expanding economic opportunities and increasing living standards for all Anaheim residents moves Anaheim forward together by enriching our community as a great place to live, work, play and grow.

The Scope of Services will focus on two key areas:

- **Economic Development Strategies**
- **President's Circle Membership, Sponsorship of Economic Development Events and Branding/ Promotion of City of Anaheim Benefits and Opportunities**

Economic Development Plan

The Anaheim Chamber has a long track record of successfully partnering with the City of Anaheim to implement strategies for business retention, expansion and attraction. The Anaheim Chamber is uniquely qualified to collaborate with the City and business partners. These strategies will promote Economic Development in Anaheim by working to link Anaheim businesses with resources and connections to bring them to Anaheim and keep them growing. Further, these strategies will promote Anaheim businesses through partnerships with international business groups, import/export companies, and promote Anaheim as an ideal location to relocate or expand a business in Southern California. Special emphasis will be placed on working with immigrant-owned, minority-owned and woman-owned businesses, and those serving immigrant communities in order to showcase the cultural diversity of Anaheim.

Economic Development Plan Strategies will include:

- Development and distribution of resource materials welcoming new businesses to Anaheim.
- Development and distribution of materials targeting top Anaheim businesses, particularly key tax generators for the City of Anaheim and Anaheim Public Utilities, detailing opportunities and benefits to expansion.

- Host special events and individual meetings, aimed at attracting new businesses to Anaheim, including key topics such as:
 - o Specific plan opportunities, with special attention on the Beach Boulevard Specific Plan
 - o Anaheim investment opportunities including Anaheim Opportunity Zones
- Implementation of Red Team Visit program in order to reach out to businesses to provide support and resources to retain their business in Anaheim, while discussing opportunities to expand.
- Partner with international business organizations and provide the relevant resources to Anaheim businesses for building and growing export and import opportunities.
- Recognizing the advantages Anaheim enjoys in its diverse community of business owners and residents, develop a plan to outreach to and provide resources for immigrant, women and minority-owned businesses as well as those businesses serving immigrant community.
- Link Anaheim residents to employers as well as job training opportunities specific for Anaheim's workplace, particularly in emerging markets, shared-economy, SMART CITY technologies and new growth industries.
- ACC will work in collaboration with the City's Economic Development Team to enhance and supplement their current economic development activities.

President's Circle Membership, Sponsorship of Economic Development Events and Branding/ Promotion of City of Anaheim Benefits and Opportunities

By sponsoring a package of Anaheim Chamber events and advertising, the City will become a member of the Anaheim Chamber President's Circle. President's Circle members enjoy the convenience of a one-time, all-inclusive sponsorship and receive greater visibility and are prominently recognized in the business community for their support. Along with basic Chamber membership benefits, President's Circle members also receive premier seating at events, advertising and marketing benefits across all platforms, events and programs, as well as recognition at all Chamber events. The bundling of these events provides value-added opportunities through focused exposure and branding opportunities.

Economic Development Conference

The Anaheim Chamber of Commerce, in partnership with the City of Anaheim, founded the annual Economic Development Conference. The Conference serves to showcase the vitality and diversity of Anaheim's local economy, city programs designed to streamline red tape and business costs and elevate Anaheim and regional business community. This program provides opportunities for businesses of all sizes to become informed about Anaheim's greater business community and to engage and hear from city officials and department staff.

The Economic Development Conference will showcase flagship business projects in the City of Anaheim, with a focus on business retention, attraction, and expansion strategies, as well as Anaheim's local and regional economic role. The event will include a dynamic program with keynote speaker and break-out panelists that address future business trends and best practices for economic growth. Topics and programming will be available for large and small Anaheim companies representing business sectors citywide, as well as areas with potential growth for new businesses.

Attendees will gain resources, business connections, and information to enhance their business. Program may including topics such as:

- i. Opportunities for expansion or attraction related to new development projects
- ii. Investment opportunities such as Anaheim Opportunity Zones
- iii. Emerging technology, Anaheim SMART City, shared-economy markets.
- iv. Assistance with import/export opportunities,
- v. Accessing capital to develop and grow small to midsize companies.
- vi. New growth industries and market opportunities
- vii. Immigrants, innovation, and entrepreneurship

- viii. Business procurement resources and connections
- ix. Workforce recruitment and training strategies

Participants may include SBA, Anaheim Jobs, County of Orange, Orange County Business Council, Anaheim Workforce Development Board and more.

The Anaheim Economic Development Conference Sponsorship will include:

- b. City of Anaheim will be recognized as lead sponsor with marketing equal to title sponsorship level. Marketing will include city logo on key marketing materials, signage, website, and at-event materials.
- c. City of Anaheim will receive up to 30 all access passes and three sponsor tables with 10 seats each at the event, including breakout sessions and luncheon.
- d. City of Anaheim will receive full page ad in the day of the event program.
- e. City of Anaheim will receive an expo table to showcase city departments and business services to greater Anaheim business community.

Anaheim/Orange County Job Fair and Expo

Since 2008, Anaheim Chamber and City of Anaheim have partnered with greater Anaheim/OC business community to bring together regional job seekers with companies hiring across all sectors, resulting in more than 3,500 permanent hires as a direct result of the Anaheim/Orange County Job Fair and Expo.

The Anaheim Chamber will partner with the Anaheim Workforce Development Board, Santa Ana Investment Board, the Orange County Workforce Development Board and Chrysalis to bring employers to the Job Fair to match local residents to job openings to maintain the city's low unemployment rate and provide career opportunities to all residents, veterans, homeless, and others seeking new career opportunities.

The Job Fair will also offer free workshops to job seekers to assist them secure job placement, including resume review, interview techniques, utilizing social media for networking, and professional dress/decorum. Job Fair will include targeted programming to assist homeless, veterans, and job seekers with special needs. Job Fair will market to entrepreneurs and will showcase innovative opportunities for entrepreneurship and establishing a small business in Anaheim/OC.

Job Fair will highlight emerging markets in Anaheim including shared-economy, SMART CITY technologies, clean energy, and new growth industries. Orange County elected officials will be in attendance to speak and participate at the VIP/Employer Breakfast. Participants will include Anaheim entrepreneurial and corporate leaders, Anaheim, as well as county and city officials.

The Job Fair Sponsorship will include

- a. City of Anaheim will be recognized as a lead sponsor with marketing equal to title sponsorship level. Marketing will include city logo on key marketing materials, signage, website, and at-event materials.
- b. City of Anaheim will be invited to attend VIP Employer Breakfast and Reception.
- c. City of Anaheim will receive exhibitor booths at their discretion.

Business Awards Luncheon

The Anaheim Chamber Annual Business Awards Luncheon promotes economic development by promoting business excellence, best practices, corporate citizenship, and community members. The Business Awards Luncheon recognizes businesses, and business leaders who have made contributions to the local and regional economy, in order to showcase Anaheim's strong business community and provide role models for Anaheim leaders.

Large and small businesses in Anaheim will have the opportunity to be honored in categories representing the sectors and diversity of Anaheim businesses and business leaders, including

categories such as small business, entrepreneurs, and immigrant business owners. Anaheim's elected officials will be in attendance and part of the program. Award winners will receive awards and promotion to showcase in their place of business, as well as local, county, and state proclamations.

The Business Awards Luncheon Sponsorship will include:

- a. City of Anaheim will be recognized as a lead sponsor with marketing equal to title sponsorship level. Marketing will include city logo on key marketing materials, signage, website, and at-event materials.
- b. City of Anaheim will be allocated 3 premier tables of 10 tickets each to attend the event.
- c. City of Anaheim will receive a full-page ad in the event program and logo on all promotional materials advertising the event.

State of the City Luncheon

The Annual State of the City Luncheon is a premier event and keynote address by the Mayor of Anaheim to discuss the City of Anaheim's accomplishments of the past and the plans and goals of the future. The Anaheim Chamber is proud to again be hosting this luncheon this long-held tradition. The attendees will include representatives from Anaheim's top business and industry leaders, community organizations, neighborhoods and elected officials.

The State of the City Luncheon Sponsorship will include:

- a. City of Anaheim will be recognized as lead sponsor with marketing equal to title sponsorship level. Marketing will include city logo on key marketing materials, signage, website, and at-event materials.
- b. City of Anaheim will receive up to 30 all access passes and 3 sponsor tables in priority seating for 10 attendees each at the luncheon.
- c. City of Anaheim will receive full page ad in the day of the event program.
- d. City of Anaheim will receive an expo table to showcase city departments and business services to greater Anaheim business community.

Taste of Anaheim

The Taste of Anaheim is a premier food and music festival which promotes the city's restaurants, small businesses, and entertainment supporting the food and beverage industry, while creating business opportunities for a variety of Anaheim businesses. Anaheim's food and beverage industry supports over 40,000 local jobs and generates more than \$1.4 billion in gross sales annually. Anaheim Chamber will secure restaurants to participate in the program. The event will also provide exhibit opportunities to Anaheim businesses, community organization and business/resident resources. The VIP Reception will be attended by largest employers, along with city elected officials and department staff.

The Taste of Anaheim Sponsorship will include:

- a. City of Anaheim will be recognized as a lead sponsor with marketing equal to title sponsorship level. Marketing will include city logo on key marketing materials, signage, website, and at-event materials.
 - b. City of Anaheim will receive 30 tickets to attend the event, including the VIP Reception.
 - c. City of Anaheim will receive two (2) expo booths to showcase city programs to Anaheim businesses in attendance.

City of Anaheim logo will be recognized on Taste of Anaheim website, Taste of Anaheim Facebook page, and collateral provided at the event.

Angels Luncheon

The Angels Luncheon is a premier networking event for business leaders to network in a non-traditional setting. The event includes a luncheon and program with a Q&A featuring members of the current Angels Baseball team.

The Angels Luncheon Sponsorship will include:

- a. City of Anaheim will be recognized as lead sponsor with marketing equal to title sponsorship level. Marketing will include city logo on key marketing materials, signage, website, and at-event materials.
- b. City of Anaheim will receive up to 3 sponsor tables in priority seating for 10 attendees each at the luncheon.
- c. City of Anaheim will receive full page ad in the day of the event program.

Branding, Promotion and Marketing of City of Anaheim

This program will promote and market the City to Anaheim businesses and regionally. The program will focus on the following objectives:

- a. Full page advertising in Business Advocate Magazine: 4 issues promoting city programs.
- b. City of Anaheim column featuring city programs: 10 issues in This Week in Anaheim eNewsletter.
- c. Advertising through Chamber website with social media boosting.
- d. This Week in Anaheim eNewsletter promoting City of Anaheim/ Anaheim Public Utility Programs: 40 weeks annually.