



CITY COUNCIL AGENDA REPORT



DEPARTMENT: Administration

MEETING DATE: September 4, 2007

PREPARED BY: Tito Haes, Deputy City Manager

AGENDA LOCATION: CC-5

TITLE: Agreement with the Monrovia Chamber of Commerce for \$48,688.00 per year to provide Support Services to the City of Monrovia ending December 31, 2008.

OBJECTIVE: This report will provide the City Council with an overview of the support services agreement between the Monrovia Chamber of Commerce and the City of Monrovia.

BACKGROUND: The Monrovia Chamber of Commerce has provided support services to the City of Monrovia for several years. The previous agreement between the two entities expired December 31, 2006. City and Chamber staff discussed services the Chamber could provide up through December 31, 2008.

ANALYSIS: Under the proposed agreement, the Monrovia Chamber of Commerce would be responsible to provide the following:

- a. Provide assistance to the City of Monrovia and the Monrovia Redevelopment Agency in the area of economic development;
- b. To market and promote the City of Monrovia as a destination for tourists, businesses and residents;
- c. Provide business development assistance to Chamber members, including seminars, programs, and speakers;
- d. Provide networking opportunities to businesses through Chamber Mixers;
- e. To work together with the City in promoting public improvement programs sponsored, advanced or undertaken by the City;
- f. To welcome each and every new business to the community by both a written communication of welcome as well as a personal contact by a representative of the Chamber
- g. Independently, and as requested by the City, to advertise the City at Chamber functions throughout the State of California as well as the National Chamber of

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Commerce organization and other conferences and activities as may be deemed beneficial to extolling the advantages of development within the City.

- h. Publish and distribute an updated Monrovia street map/business guide and publication of a Monrovia dining guide.
- i. The Chamber shall work with City staff in planning and coordinating City events as requested, including, but not limited to, the Mayor's Prayer Breakfast and the State of the City event.

OPTIONS: The City Council has three options at this time:

1. Approve the proposed contract between the City of Monrovia and Monrovia Chamber of Commerce as submitted;
2. Direct staff to amend the contract, negotiate terms with the Monrovia Chamber of Commerce, and return to the City Council for approval; or
3. Not enter into an agreement with the Chamber of Commerce.

FISCAL IMPACT: Under the terms of the proposed agreement between the City and Chamber of Commerce, the Chamber will provide the services listed above for a cost of \$48,688 per calendar year. This was the same fee as the last agreement for services.

RECOMMENDATION: Staff recommends the City Council approve entering into an agreement for support services with the Monrovia Chamber of Commerce ending December 31, 2008.

COUNCIL ACTION REQUIRED: Should the Council concur with staff's recommendation, the appropriate action would be a motion to:

"Approve an agreement for support services between the City of Monrovia and the Monrovia Chamber of Commerce ending December 31, 2008."

City of Monrovia and Monrovia Chamber of Commerce Support Services Agreement

THIS AGREEMENT is made and entered into this ____ day of September, 2007, and ending, December 31, 2008, inclusively; by and between the CITY OF MONROVIA, a Municipal Corporation, hereinafter referred to as "City", and the MONROVIA CHAMBER OF COMMERCE, a California Corporation, hereinafter referred to as "Chamber".

WHEREAS, pursuant to the provisions of Section 37110 of the Government Code, the City may spend certain monies for the purpose of promotion and economic development; and

WHEREAS, the Chamber and its several divisions have special knowledge and experience together with available facilities and personnel for the maintenance of an office to serve as a public information bureau for the advertising and promotion of the City and the citizens thereof in order to facilitate and encourage economic development of the community; and

WHEREAS, the City is desirous of having carried out a program to make available information concerning the City's activities and to encourage and facilitate growth and stability within all areas of the community; commercial, industrial and residential; and

WHEREAS, the Chamber and its several divisions are willing to undertake to provide the services hereinafter set forth on behalf of the City in the manner and for the purpose hereinafter provided;

NOW, FOR, AND IN CONSIDERATION of the mutual covenants, promises and agreements contained herein, the City and Chamber agree as follows:

1. The Monrovia Chamber of Commerce shall, at its discretion, retain its present structure which includes the General Membership, Retail, Industrial, Civic Improvement, Community Relations, Government Affairs, and Ambassadors.
2. The Chamber agrees to do and perform the following services and activities during the term of this Agreement:
 - a. Provide assistance to the City of Monrovia and the Monrovia Redevelopment Agency in the area of economic development;
 - b. To market and promote the City of Monrovia as a destination for tourists, businesses and residents;
 - c. Provide business development assistance to Chamber members, including seminars, programs, and speakers;
 - d. Provide networking opportunities to businesses through Chamber Mixers;

- e. To work together with the City in promoting public improvement programs sponsored, advanced or undertaken by the City;
 - f. To welcome each and every new business to the community by both a written communication of welcome as well as a personal contact by a representative of the Chamber;
 - g. Independently, and as requested by the City, to advertise the City at Chamber functions throughout the State of California as well as the National Chamber of Commerce organization and other conferences and activities as may be deemed beneficial to extolling the advantages of development within the City;
 - h. Publish and distribute an updated Monrovia street map/business guide and publication of a Monrovia dining guide;
 - i. To work with City staff in planning and coordinating City events as requested, including, but not limited to, the Mayor's Prayer Breakfast and State of the City event.
3. The City shall compensate the Chamber for the services described above at a sum of forty-eight thousand, six hundred eighty-eight dollars (\$48,688) annually to December 31, 2008.
 4. The Chamber shall not utilize any monies received under this contract for the endorsement, opposition or participation in any public office campaign or other political or lobbyist activity unless such use is a legally authorized expenditure for the City and prior approval of the City is obtained.
 5. The City shall have the right to inspect the financial records of the Chamber to ensure that monies received by the Chamber pursuant to this contract have been expended for the purposes prescribed herein.
 6. The Chamber agrees to pay the 2007 and 2008 annual membership fees for all City Councilmembers and City Department Heads as referenced in Attachment "A". The above referenced City personnel may, at their option, elect to waive this provision and directly pay their own fees.
 7. The Chamber shall meet periodically, with City representatives to review the Chamber's progress in meeting its program and budget goals for the year, and to report on the services provided under this contract.

This Agreement may be terminated in whole or in part at any time by either party hereto upon 60 days written notice to the other whereupon all rights and obligations of both parties hereto shall terminate as to the executory provisions of this Agreement, and the payments from the City to the Chamber hereunder shall be adjusted on a pro rata basis to the date of determination.

IN WITNESS HEREOF, the parties have executed this Agreement on the dates below written.

CITY OF MONROVIA

DATED: _____

BY: _____
Rob Hammond, Mayor

ATTEST:

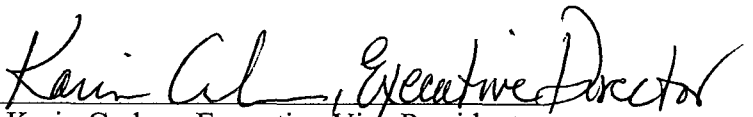
Linda B. Proctor, City Clerk

APPROVED AS TO FORM:

Craig Steele, City Attorney

CHAMBER OF COMMERCE:

Dated: _____

BY: 
Karin Crehan, Executive Vice President

ATTACHMENT A

CHAMBER OF COMMERCE MEMBERSHIP

City Council (5)
City Clerk
City Treasurer
City Manager
Director of Administrative Services
Director of Human Resources & Risk Management
Director of Public Works
Fire Chief
Police Chief
Director of Community Development
Director of Community Services
Deputy City Manager
Assistant to the City Manager

Mailing only:
Police Officer-Crime Prevention
Business License Officer