

**CITY OF SONOMA
PROFESSIONAL SERVICES AGREEMENT**

CITY OF SONOMA & SONOMA VALLEY CHAMBER OF COMMERCE

THIS AGREEMENT is entered into as of the fifteenth day of October, 2021, by and between the CITY OF SONOMA herein called the "City," and Sonoma Valley Chamber of Commerce, a non-profit corporation, herein called the "Chamber."

Recitals

WHEREAS, the Chamber provides a valuable service to the City of Sonoma through its efforts to maintain and enhance the economic viability of the community; and

WHEREAS, the City desires to obtain services listed in Exhibit A; and

WHEREAS, Chamber hereby warrants to the City that Chamber is skilled and able to provide such services described in Section 1 of this Agreement; and

WHEREAS, the CHAMBER has maintained an on-going partnership relationship with the City through an agreement with the former Sonoma Community Development Agency of the City of Sonoma until the dissolution of redevelopment by the Governor in 2011; and

WHEREAS, the City desires to retain Chamber pursuant to this Agreement to provide the services described in Section 1 of this Agreement.

Agreement

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

1. Scope of Services. Subject to such policy direction and approvals as the City through its staff may determine from time to time, Chamber shall perform valuable service to the City of Sonoma through its efforts to maintain and enhance the economic viability of the community as outlined in the services set out in Exhibit "A," which is attached hereto and incorporated herein by reference.

2. Time of Performance. The services of Chamber are to commence upon receipt of a written notice to proceed from City, but in no event prior to receiving a fully executed agreement from City and obtaining and delivering the required insurance coverage under Section 17 of this Agreement, and satisfactory evidence thereof, to City. Chamber shall perform its services from July 1, 2021 through June 30, 2024. Any changes to these dates must be approved in writing by the City Manager or his or her designee and Chamber.

3. Standard of Quality. City relies upon the professional ability of Chamber as a material inducement to entering into this Agreement. All work performed by Chamber under this Agreement shall be performed 1) with due diligence, using its best efforts to perform and coordinate all activities in a timely manner; 2) in accordance with all applicable legal requirements; and 3) with the standard of quality ordinarily expected of competent professionals in Chamber's field of expertise. Chamber shall correct, at its own expense, all errors made in the provision of

services under this Agreement. In the event that Chamber fails to make such correction in a timely manner, City may make the correction and charge the cost thereof to Chamber.

4. Compensation and Method of Payment.

A. Compensation. The compensation to be paid to Chamber for professional services as outlined in Exhibit A, shall be at the rate and schedules more particularly described below. The City of Sonoma shall pay the Chamber the maximum sum of \$125,000 annually for three years, payable in 12 monthly increments of \$10,416.66 for services to be performed. City's obligation to pay compensation to Chamber as provided herein is contingent upon Chamber's compliance with the terms and conditions of this Agreement and any amendments thereto. Payment by City under this Agreement shall not be deemed a waiver of defects, even if such defects were known to the City at the time of payment.

B. Timing of Payment. Billing and payment for said services are outlined above in monthly payments of \$10,416.66 for three years. Payments shall be made no later than the 10th day of each month.

C. Changes in Compensation. Chamber will not undertake any work that will incur costs in excess of the amount of set forth in Section 4(A) of this Agreement without prior written amendment to this Agreement. City shall have the right to amend the Scope of Work within the Agreement by written notification to the Chamber. In such event, the compensation and time of performance shall be subject to renegotiation upon written demand of either party to the Agreement. Chamber shall not commence any work exceeding the Scope of Work without prior written authorization from the City. Failure of the Chamber to secure City's written authorization for extra or changed work shall constitute a waiver of any and all right to adjustment in the contract price or time due, whether by way of compensation, restitution, *quantum meruit*, etc. for work done without the appropriate City authorization.

D. Taxes. Chamber shall pay all taxes, assessments, and premiums under the federal Social Security Act, any applicable unemployment insurance contributions, Workers Compensation insurance premiums, sales taxes, use taxes, personal property taxes, or other taxes or assessments now or hereafter in effect and payable by reason of or in connection with the services to be performed by Chamber.

E. No Overtime or Premium Pay. Chamber shall receive no premium or enhanced payment for work normally understood as overtime, i.e., hours that exceed forty (40) hours per work week, or work performed during non-standard business hours, such as in the evenings or on weekends. Chamber shall not receive a premium or enhanced payment for work performed on a recognized holiday.

F. Litigation Support. Chamber agrees to testify at City's request if litigation is brought against City in connection with Chamber's work product. Unless the action is brought by Chamber or is based upon Chamber's negligence, City will compensate Chamber for the preparation and the testimony at Chamber's standard hourly rates, if requested by City and not part of the litigation brought by City against Chamber.

5. Inspection.

A. Chamber shall furnish City with every reasonable opportunity for City to ascertain the services of Chamber are being performed in accordance with the requirements and intentions of this Agreement. All work done and all materials furnished by Chamber, if any, shall be subject to the Project Manager's inspection and approval. The inspection of such work shall not relieve Chamber of any of its obligations to fulfill the requirement of this Agreement.

B. Any records or documents required to be maintained pursuant to this Agreement shall be made available for inspection or audit, at any time during regular business hours, upon written request by the City Attorney, City Auditor, City Manager, or a designated representative of any of these officers. Copies of such documents shall be provided to City for inspection at City Hall when it is practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records shall be available at Chamber's address indicated for receipt of notices in this Agreement.

C. Pursuant to Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds ten thousand dollars, all such documents and this Agreement shall be subject to the examination and audit of the State Auditor, at the request of City or as part of any audit of City, for a period of three (3) years after final payment under the Agreement.

6. Ownership of Documents. Basic survey notes and sketches, charts, computations, and other data prepared or obtained under the Agreement shall be made available, upon request, to City without restriction or limitations on their use. Chamber may retain ownership of the above-described information but agrees not to disclose or discuss any information gathered, discussed or generated in any way through this Agreement if requested by the City during the term of this Agreement, unless required by law. Chamber shall assume no responsibility for the unintended use by others of such final work products which are not related to the scope of the services described under this Agreement.

7. Conflict of Interest. Chamber (including principals, associates, and professional employees) covenants and represents that it does not now have any investment or interest in real property and shall not acquire any interest, direct or indirect, in the area covered by this Agreement or any other source of income, interest in real property or investment which would be affected in any manner or degree by the performance of Chamber's services hereunder. Chamber further covenants and represents that in the performance of its duties hereunder no person having any such interest shall perform any services under this Agreement. Chamber agrees at all times to avoid conflicts of interest, or the appearance of any conflicts of interest, with the interests of the City in the performance of the Agreement. Chamber shall comply with all applicable federal, state and local laws and regulations, including the conflict-of-interest provisions of Government Code Section 1090 and the Political Reform Act (Government Code Section 81000 et seq.).

8. Interest of Members and Employees of City. No member of the City and no other officer, employee, or agent of the City who exercises any functions or responsibilities in connection with the carrying out of any project to which this Agreement pertains, shall have any personal interest, direct or indirect, in this Agreement, nor shall any such person participate in any decision relating to this Agreement which affects his/her personal interests or the interest of any corporation, partnership, or association in which he/she is directly or indirectly interested.

9. Liability of Members and Employees of City. No member of the City and no other officer, elected official, employee, or agent of the City shall be personally liable to Chamber or otherwise in the event of any default or breach of the City, or for any amount which may become due to Chamber or any successor in interest, or for any obligations directly or indirectly incurred under the terms of this Agreement. The City has no liability or responsibility for any accident, loss, or damage to any work performed under this Agreement whether prior to its completion or acceptance or otherwise.

10. Indemnity.

A. Indemnification. To the fullest extent permitted by law, Chamber shall, at its own expense, indemnify, protect, defend (by counsel reasonably satisfactory to the City) and hold harmless City and any and all of its officers, officials, employees, agents and volunteers ("Indemnified Parties") from and against any and all liability (including liability for claims, demands, damages, obligations, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged, or threatened), which arise out of, pertain to, or relate to the performance pursuant to, or failure to comply, with this Agreement, regardless of any fault or alleged fault of the Indemnified Parties.

The only exception to Chamber's responsibility to indemnify, protect, defend, and hold harmless the Indemnified Parties from Liability is due to the active negligence or willful misconduct of City or its elective or appointive boards, officers, agents, and employees.

B. Scope of Obligation. Chamber's duty to indemnify, protect, defend, and hold harmless as set forth in this Section 12 shall include the duty to defend (by counsel reasonably satisfactory to the City) as set forth in California Civil Code § 2778. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable by or for Chamber under worker's compensation, disability, or other employee benefit acts or the terms, applicability, or limitations of any insurance held or provided by Chamber and shall continue to bind the parties after termination/completion of this agreement. This indemnification shall be regardless of and not in any way limited by the insurance requirements of this contract. This indemnification is for the full period of time allowed by law and shall survive the termination of this agreement. Chamber waives any and all rights to express or implied indemnity against the Indemnified Parties concerning any Liability of the Chamber arising out of or in connection with the Agreement or Chamber's failure to comply with any of the terms of this Agreement.

Chamber's duty to indemnify, protect, defend, and hold harmless as set forth in this Section 11 shall not be excused because of the Chamber's inability to evaluate Liability, or because the Chamber evaluates Liability and determines that the Chamber is not or may not be liable. The Chamber must respond within thirty (30) calendar days to any tender by the City, unless the time for responding has been extended by an authorized representative of the City in writing.

If the Chamber fails to timely accept such tender, in addition to any other remedies authorized by law, as much of the money due or that may become due to the Chamber under this Agreement as shall reasonably be considered necessary by the City may be retained by the City until disposition has been made of the matter subject to tender, or until the Chamber accepts the tender, whichever occurs first. Chamber agrees to fully reimburse all costs, including but not limited to attorney's fees and costs and fees of litigation incurred by the City in responding to matters prior to Chamber's acceptance of the tender.

11. Chamber Not an Agent of City. City retains all rights of approval and discretion with respect to the projects and undertakings contemplated by this Agreement. Chamber, its officers, employees, and agents shall not have any power to bind or commit the City to any decision.

12. Independent Contractor. It is expressly agreed that the Chamber, in the performance of the work and services agreed to be performed by Chamber, shall act as and be an independent entity and not an agent or employee of City and shall have responsibility for and control over the details and means of providing its services under this Agreement. Chamber shall furnish, at its own expense, all labor, materials, equipment, tools, transportation, and services necessary for the successful completion of the services under this Agreement. As an independent contractor, Chamber shall obtain no rights to retirement benefits or other benefits which accrue to City's employees, and Chamber hereby expressly waives any claim to may have to any such rights. Chamber, its officers, employees, and agents shall not have any power to bind or commit the City to any decision. Chamber shall not receive payment for time off for days not worked, whether it be in the form of sick leave, administration leave, or for any other form of absence.

13. Compliance with Laws.

A. General. Chamber shall use the standard of care in its profession to comply with all applicable federal, state, and local laws, codes, ordinances, and regulations. Chamber represents and warrants to City that it has all licenses, permits, qualifications, insurance, and approvals of whatsoever nature which are legally required for Chamber to practice its profession. Chamber represents and warrants to City that Chamber shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement any licenses, permits, insurance, and approvals which are legally required for Chamber to practice its profession. City is not responsible or liable for Chamber's failure to comply with any or all of the requirements contained in this paragraph or in this Agreement.

B. Workers' Compensation. Chamber certifies that it is aware of the provisions of the California Labor Code which require every employee to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and Chamber certifies that it will comply with such provisions before commencing performance of this Agreement and at all times in the performance of the Agreement.

C. Injury and Illness Prevention Program. Chamber certifies that it is aware of and has complied with the provisions of California Labor Code Section 6401.7, which requires every employer to adopt a written injury and illness prevention program.

D. Prevailing Wage. Chamber and Chamber's subcontractors (if any) shall, to the extent required by the California Labor Code, pay not less than the latest prevailing wage rates to workers and professionals as determined by the Director of Industrial Relations of the State of California pursuant to California Labor Code, Part 7, Chapter 1, Article 2.

E. City's Living Wage Ordinance. Nonprofit service contractors which receive contracts from the CITY of \$75,000 or more in a 12-month period, and for-profit service contractors who receive contracts from the CITY of \$10,000 or more in a 12-month period, provided they have more than six employees, may be subject to the CITY'S Living Wage Ordinance. Sub-contractors with \$50,000 or more in annual gross receipts may also be subject

to the Living Wage Ordinance. Unless otherwise exempt in accordance with the provisions of the Ordinance (Sonoma Municipal Code Section 2.70), this Agreement is subject to applicable provisions of the Living Wage Ordinance (LWO) of the CITY as amended from time to time and available on the CITY's website.

F. Non-Discrimination. Chamber shall comply with all applicable federal, state, and local laws, rules and regulations in regard to non-discrimination on the basis of race, color, ancestry/national origin, religion/creed, age, sex/gender, gender identity, sexual orientation, physical or mental disability, medical condition (cancer related or genetic characteristics), marital status, familial status, or military/veteran status, including the City of Sonoma's Non-Discrimination Policy adopted as Resolution #24-2019 and available on the CITY'S website, or any other basis prohibited by law.

G. Equal Employment Opportunity. Chamber is an equal opportunity employer and agrees to comply with all applicable state and federal regulations governing equal employment opportunity. Chamber will not discriminate against any employee or applicant for employment because of race, color, ancestry, national origin, religion, disability (mental or physical), sex, gender, sexual orientation, gender identity, gender expression, genetic information, marital status, family status, source of income, age or creed. Chamber will take affirmative action to ensure that employees are treated during such employment without regard to race, color, ancestry, national origin, religion, disability (mental or physical), medical condition, sex, gender, sexual orientation, gender identity, gender expression, genetic information, marital status, family status, military or veteran status, source of income, age or creed. Such action shall include, but shall not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; lay-offs or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Chamber further agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

H. Business Licenses. Except as otherwise allowed by City in its sole discretion, Chamber and all sub-contractors shall have acquired, at Chamber's expense, a business license from the City in accordance with Chapter 5.04 of the Sonoma Municipal Code, prior to City's issuance of an authorization to proceed with the Services. Such license(s) shall be kept valid throughout the term of this Agreement. City may withhold compensation from Chamber until such time as Chamber complies with this section.

I. City Not Responsible. The City is not responsible or liable for Chamber's failure to comply with any and all of said requirements.

14. Confidential Information. All data, documents, discussions, or other information developed or received by or for Chamber in performance of this Agreement are confidential and not to be disclosed to any person except as authorized by City, or as required by law.

15. Assignment; Subcontractors; Employees

A. Assignment. Chamber shall not assign, delegate, transfer, or convey its duties, responsibilities, or interests in this Agreement or any right, title, obligation, or interest in or to the same or any part thereof without the City's prior written consent, which shall be in the City's sole and absolute discretion. Any assignment without such approval shall be void and, at the City's option, shall immediately cause this Agreement to terminate.

B. Subcontractors; Employees. Chamber shall be responsible for employing or engaging all persons necessary to perform the services of Chamber hereunder. No subcontractor of the Chamber shall be recognized by the City as such; rather, all subcontractors are deemed to be employees of the Chamber, and Chamber agrees to be responsible for their performance. Chamber shall give its personal attention to the fulfillment of the provisions of this Agreement by all of its employees and subcontractors, if any, and shall keep the work under its control. If any employee or sub-contractor of the Chamber fails or refused to carry out the provisions of this Agreement or appears to be incompetent or to act in a disorderly or improper manner, it shall be discharged immediately from the work under this Agreement on demand of the Project Manager.

16. Insurance.

A. Minimum Scope of Insurance.

(1) Chamber agrees to have and maintain, for the duration of the contract, a General Liability insurance policy insuring it to an amount not less than One Million Dollars (\$1,000,000.00) combined single limit per occurrence and Two Million Dollars (\$2,000,000) general aggregate for bodily injury, personal injury and property damage.

(2) Chamber agrees to have and maintain for the duration of the contract an Automobile Liability insurance policy insuring it to an amount not less than One Million Dollars (\$1,000,000.00) combined single limit per accident for bodily injury and property damage.

(3) A Workers' Compensation and Employers' Liability policy written in accordance with the laws of the State of California and providing coverage for any and all employees of Chamber:

(4) (a) This policy shall provide coverage for Workers' Compensation (Coverage A).

(b) This policy shall also provide coverage for One Million Dollars (\$1,000,000.00) Employers' Liability per accident for bodily injury or disease (Coverage B).

(c) Chamber and Chamber's insurance company agree to waive all rights of subrogation against City, its officers, elected officials, employees, agents, and volunteers for losses paid under Chamber's workers' compensation insurance policy which arise from the work performed by Chamber for City.

(5) All of the following endorsements are required to be made a part of each of the required policies, except for the Professional Liability and Workers' Compensation and Employers' Liability policies, as stipulated below:

(a) "The City of Sonoma, its employees, officers, officials, agents, volunteers and contractors are hereby added as additional insureds, as respects work done by, for or on behalf of the named insured."

(b) "This policy shall be considered primary insurance as respects any other valid and collectible insurance or coverage the City may possess, including

any self-insured retention or insurance pooling arrangement the City may have, and any other insurance the City does possess shall be considered excess insurance only and shall not contribute with it."

(c) "This insurance shall act for each insured and additional insured as though a separate policy had been written for each. This, however, will not act to increase the limit of liability of the insuring company."

(6) Chamber agrees to have and maintain for the duration of the contract an Errors and Omissions Liability insurance policy insuring him/her and his/her staff to an amount not less than One Million Dollars (\$1,000,000.00) per occurrence.

(7) Chamber shall provide to the City all certificates of insurance with original endorsements affecting coverage required by this paragraph. Certificates of such insurance and endorsements in a form acceptable to the City shall be filed with the City on or before commencement of performance of this Agreement. The City reserves the right to require complete, certified copies of all required insurance policies at any time.

B. General Liability.

(1) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its officers, officials, employees, or volunteers.

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

C. All Coverages. Each insurance policy required in this item shall provide that coverage shall not be canceled, except after 30 days' prior written notice by certified mail, return receipt requested, has been given to the City. Current certification of such insurance shall be kept on file with the City Secretary at all times during the term of this Agreement.

D. Acceptability of Insurers. Insurance is to be placed with insurers with a Best's rating of no less than A:VII.

E. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City. At the City's option, Chamber shall demonstrate financial capability for payment of such deductibles or self-insured retentions.

17. Assignment Prohibited. Neither the City nor Chamber may assign any right or obligation pursuant to this Agreement. Any attempted or purported assignment of any right or obligation hereunder shall be void and of no effect.

18. Termination of Agreement.

A. This Agreement and all obligations hereunder may be terminated at any time, with or without cause, by the City to the Chamber upon 30 days' written notice.

B. If Chamber fails to perform any of its obligations under this Agreement within the time and in the manner herein provided or otherwise violates any of the terms of this Agreement, in addition to all other remedies provided by law, City may terminate this Agreement immediately upon written notice. In such event, Chamber shall be entitled to receive as full

payment for all services satisfactorily rendered and expenses incurred hereunder, an amount which bears the same ratio to the total fees specified in the Agreement as the services satisfactorily rendered hereunder by the Chamber bear to the total services otherwise required to be performed for such total fee; provided, however, that the City shall deduct from such amount the amount of damages, if any, sustained by City by virtue of the breach of the Agreement by the Chamber.

C. In the event this Agreement is terminated by the City without cause, Chamber shall be entitled to any compensation owing to it hereunder up to the time of such termination, it being understood that any payments are full compensation of services rendered prior to the time of payment.

D. Upon termination of this Agreement with or without cause, Chamber shall turn over to the City Manager immediately any and all copies of grant applications, studies, sketches, drawings, computations, and other data, whether or not completed, prepared by the Chamber or its sub-contractors, if any, or given to Chamber or its sub-contractors, if any, if such work was requested by the City in connection with this Agreement. Such materials shall become the permanent property of the City. Chamber, however, shall not be liable for the City's use of incomplete materials nor for the City's use of complete documents if used for other than the project contemplated by this Agreement.

E. In the event sufficient funds are not appropriated for the payment of all compensation under section 4 required to be paid in the next succeeding fiscal year, the City may terminate the Agreement under section 19(A). If the City terminates this Agreement under this sub-part for non-appropriation, such termination will be considered without cause for purposes of sub-part C of this section.

19. Suspension. The City shall have the authority to suspend this Agreement and the services contemplated herein, wholly or in part, for such period as it deems necessary due to unfavorable conditions or to the failure on the part of the Chamber to perform any provision of this Agreement. Chamber will be paid for satisfactory services performed prior to the date of suspension. During the period of suspension, Chamber shall not receive any payment for services or expenses incurred by Chamber by reason of such suspension.

20. Merger; Amendment. This Agreement constitutes the complete and exclusive statement of the Agreement between City and Chamber and shall supersede all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by written instrument, signed by both the City and Chamber. All provisions of this Agreement are expressly made conditions.

21. Interpretation. This Agreement shall be interpreted as though it was a product of a joint drafting effort and no provisions shall be interpreted against a party on the ground that said party was solely or primarily responsible for drafting the language to be interpreted.

22. Litigation Costs. If either party becomes involved in litigation arising out of this Agreement or the performance thereof, the court in such litigation shall award reasonable costs and expenses, including attorneys' fees, to the prevailing party. In awarding attorneys' fees, the court will not be bound by any court fee schedule, but shall, if it is in the interest of justice to do so, award the full amount of costs, expenses, and attorneys' fees paid or incurred in good faith.

23. Time of the Essence. Time is of the essence of this Agreement. However, the City recognizes that Chamber's performance must be governed by sound professional practices.

24. Written Notification. Any notice, demand, request, consent, approval, or communications that either party desires or is required to give to the other party shall be in writing and either served personally or sent by prepaid, first-class mail. Any such notice, demand, etc. shall be addressed to the other party at the address set forth below. Either party may change its address by notifying the other party of the change of address. Notice shall be deemed communicated within 48 hours from the time of mailing if mailed as provided in this section.

If to City: City of Sonoma
 City Manager
 No. 1 The Plaza
 Sonoma, CA 95476

If to Chamber: Sonoma Valley Chamber of Commerce
 Attn: Mark Bodenhamer, Executive Director
 651 Broadway
 Sonoma CA 95476

25. Chamber's Books and Records.

A. Chamber shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services, or expenditures and disbursements charged to City for a minimum period of three (3) years, or for any longer period required by law, from the date of final payment to Chamber pursuant to this Agreement.

B. Chamber shall maintain all documents and records which demonstrate performance under this Agreement for a minimum period of three (3) years, or for any longer period required by law, from the date of termination or completion of this Agreement.

C. Where City has reason to believe that such records or documents may be lost or discarded due to dissolution, disbandment, or termination of Chamber's business, City may, by written request by any of the City Attorney, City Auditor, City Manager or designee, require that custody of the records be given to City and that the records and documents be maintained in City Hall. Access to such records and documents shall be granted to any party authorized by Chamber, Chamber's representatives, or Chamber's successor-in-interest.

26. Agreement Binding. The terms, covenants, and conditions of this Agreement shall apply to, and shall bind, the heirs, successors, executors, administrators, assigns, and subcontractors of both parties.

27. Non-Exclusive Agreement. This is a non-exclusive agreement. City reserves the right to provide, and to retain other contractors to provide, services that are the same or similar to the services described in this Agreement.

28. City Not Obligated to Third Parties. The City shall not be obligated or liable for payment hereunder to any party other than Chamber.

29. Remedies/Waiver. No failure on the part of either party to exercise any term, covenant, condition, right, or remedy hereunder shall operate as a waiver of any other term, covenant, condition, right, or remedy that party may have hereunder. All remedies permitted or available under this Agreement, or at law or in equity, are cumulative and alternative. As a condition precedent to commencing legal action involving a claim or dispute against the City arising from this Agreement, the Chamber must present a written claim to City in accordance with the Sonoma Municipal Code.

30. Exhibits. The following exhibits are attached to this Agreement and incorporated herein by this reference:

A. Exhibit A: Scope of Services

31. Execution. This Agreement may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties when at least one copy hereof shall have been signed by both parties hereto. In approving this Agreement, it shall not be necessary to produce or account for more than one such counterpart.

32. News Releases/Interviews. Except as specifically contemplated by the Scope of Services in Section 1, all Chamber and sub-contractors news releases, media interviews, testimony at hearings, and public comment shall be prohibited unless expressly authorized by the City.

33. Applicable Law; Venue. This Agreement shall be construed and interpreted according to California law. In the event that suit shall be brought by either party hereunder, the parties agree that a trial of such action shall be held exclusively in a state court in the County of Sonoma, California.

34. Authority. Each individual executing this Agreement on behalf of one of the parties represents that he or she is duly authorized to sign and deliver the Agreement on behalf of such party and that this Agreement is binding on such party in accordance with its terms.

35. Statement of Economic Interest. If City determines Chamber comes within the definition of Chamber under the Political Reform Act (Government Code § 87100), Chamber shall complete and file and shall require any other person doing work under this Agreement to complete and file a "Statement of Economic Interest" with the Clerk of the City of Sonoma disclosing Chamber and/or such other person's financial interests.

IN WITNESS WHEREOF, the City and Chamber have executed this Agreement as of the date first above written.

CITY OF SONOMA

SONOMA VALLEY VISITORS CHAMBER

By:
Garrett Toy, City Manager

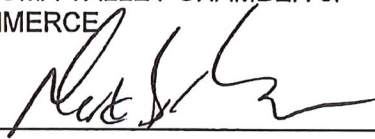
By:
Mark Bodenhamer, Executive Director

Federal Tax Identification Number or
Social Security Number

CITY OF SONOMA

SONOMA VALLEY CHAMBER of
COMMERCE

By: 
Garrett Toy, City Manager

By: 
CEO

Title
94-0880085

Federal Tax Identification Number or
Social Security Number

FOR CITY USE ONLY	
Account No.	100-43101-407-60407 [INSERT ACCOUNT CODE FOR PROJECT]
Project Manager	[INSERT CITY PROJECT MANAGER]

EXHIBIT A

**City of Sonoma & Sonoma Valley Chamber of Commerce
Economic & Business Development Services
3 Year Scope of Service (July 2021 – June 2024)**

- 1. Serve as the City's contract staff for Economic & Business Development Services**
Work with the City Manager and City Council to initiate studies, analysis, and programs to support and enhance the City's economic and business development services.

- 2. Coordinate contracting of City of Sonoma Economic Development Strategy Plan**
Coordinate an outsourced research study designed to identify a focused economic development strategy using a public engagement/data driven process. (in preparation for General Plan update; last Economic Development plan created in 2005.)

- 3. Small Business Assistance Services**
Continue to provide support for businesses requiring assistance with City processes, information and/or guidance; support the formation of new businesses. Identify top employers and develop ways to support and grow. Seek opportunities for the City to help businesses stay, thrive and expand.
 - a. One-on-one business assistance: retention/expansion/recruitment
 - b. City Liaison: permitting, signage, project advisory committee, parking, etc.
 - c. Emergency Business Services: In the case of emergency situations, act as conduit for information exchange between local businesses and all relevant government agencies/municipalities. Coordinate outreach to inform local companies of upcoming challenges and assist with mitigation efforts.
 - d. Events: LOCALFEST, Shop Sonoma Campaign, TOPS, Sonoma's Tuesday Night Market
 - e. Resources: SBDC, SCORE, EDB-WIB, Green, Lending
 - f. Conduct business retention visits with key businesses to understand issues/needs

- 4. Economic Development / Diversification**
Continue and increase programs that add diversity, attract business interest, capitalize on existing local opportunities, attract young and diverse professionals; research (and possibly pilot) physical business incubator/co-location workspace.
 - a. Creative Alliance

- i. Curate opportunities for engagement, continue to build on "First Thursday, Sonoma Art Walk"
 - ii. Provide targeted opportunities for assistance to creative community
 - iii. Develop additional collaborations with County's Creative Sonoma division, i.e. "painting of public utility boxes"
- b. Develop Industry Councils/ Alliances to Support Important and/or Growing industries
 - i. Provide staff support for aligned industry professionals to meet
 - ii. Collaborate with other organizations to determine areas of need in the Valley
- c. Connect people and businesses to ensure more business-to-business activity and opportunities to grow are cultivated. Plaza Business Alliance
 - i. Convene plaza overlay businesses at series of focus group meetings
 - ii. Develop Plaza Business advisory group
- d. Jobs Initiatives
 - i. Collaborate with WIB, Nelson Staffing, North Bay Leadership Council, etc., on Sonoma opportunities
 - ii. Host local job fair

5. Community/Civic Development

Continue to build on existing efforts, strengthen collaborations, increase opportunities for youth and enhance the strong partnerships and engaged citizenry that are crucial to the quality of life in Sonoma.

- a. Youth Engagement Sonoma (YES)
 - i. Convene collaborative civic youth engagement project (currently being designed)
- b. Strengthen Local/Regional Partnerships
 - i. Align local and regional goals and resources, and leverage investments through active representation and involvement in:
 - 1. Sonoma Valley Executive Director Roundtable
 - 2. Sustainable Sonoma
 - 3. Sonoma Development Center
 - 4. Regional Economic Development Professionals Task Force
 - 5. Sonoma Co. Regional Housing Task Force

6. Communications / Data Collection / Outreach / Technology Enhancements

Continue to provide an outlet for communication of key issues to the business community; collect data that is useful for assessing business growth and opportunities.

- a. DT Business Update, Weekly e-newsletter, Web hub for start-up & business assistance

- b. Data Collection/Curation
 - i. Annual business survey
 - ii. Plaza overlay mapping
 - iii. Jobs tracking
 - iv. County data liaison
 - v. Parking study
 - vi. SB 1383 plan for implementation
 - vii. Future of outdoor dining in Sonoma, continuation plan.
 - viii. Emergency preparedness planning
- c. Work with the City to expand and update the Economic Development web site and outreach materials.
- d. Look for software technology solutions for the City / Chamber to utilize to help businesses come to Sonoma and to grow their business in Sonoma.

