

CITY CLERK ORIGINAL

C-8770-1
07/01/2015

Membership and Services Agreement Glendale Chamber of Commerce

THIS AGREEMENT is made and entered into to be effective the 1st day of July, 2015 ("Effective Date") by and between the City of Glendale (the "City") and the Glendale Chamber of Commerce (the "Chamber").

RECITALS

- A. The City acknowledges that the Chamber plays an important role in enhancing the image and prosperity of the community through its many activities; and
- B. The City recognizes the Chamber represents the business community, particularly the small business community of Glendale; and
- C. The City understands the value of being a member of the Glendale Chamber of Commerce and wishes to remain a member through this Agreement; and
- D. Both the City and the Chamber mutually agree the Chamber has the unique skills and resources necessary to assist the City in accomplishing its goal of projecting a positive business image of Glendale; and
- E. The Chamber agrees to provide services and perform activities which are not within the normal and customary activities performed by the Chamber as detailed below.

NOW, THEREFORE, the parties hereby agree as follows:

1. **Fees:** For the period beginning July 1, 2015 to June 30, 2018, the City agrees to pay the Chamber of Commerce \$20,000 per annum for general membership, membership in the Chairman's Circle as referenced in Exhibit A, and other services and activities the Chamber agrees to perform pursuant to Section 2 of this Agreement.
2. **Chamber Activities:** The Chamber shall provide the City with general support services and perform activities designed to assist the City in maintaining a positive business image. The specific services and activities which the Chamber shall perform are subject to prior approval by the City Manager or designee, and shall include, but shall not be limited to the following:
 - a. Co-host a minimum of two (2) events per annum with the Office of Economic Development for the purpose of business appreciation, attraction, or retention.
 - b. Work cooperatively with the Office of Economic Development and City Management to support Glendale businesses in need of locational assistance and resources.
 - c. Participate with the City in a comprehensive, city-wide Business Retention and Expansion

program. The Chamber's participation will include personal visitations to companies with or without the representation from the Office of Economic Development. The Chamber will use its resources and expertise to assist in resolving issues a company may have related to its business operations.

- d. The Chamber will make available to the City, at no cost to the City, Chamber-produced marketing materials to assist in attracting and retaining companies to Glendale.
- e. The Chamber and the City will jointly sponsor a biennial (every two years) Procurement Fair for local businesses.
 - 1. During the first and third years of this Agreement, the Chamber agrees to form a Steering Committee, which shall include City staff, to plan, identify the location and exact date of the Fair, specify measures to promote the Fair, and provide the City with a written report summarizing the findings of the Committee on ways to improve both participation in and attendance at the Fair.

In the second year of this Agreement, the Chamber will co-host with the City the Procurement Fair providing businesses with an opportunity to promote their products and services to both the public and private sectors, as well as providing information on doing business with the federal government, particularly with Luke Air Force Base. The Chamber will market and promote the Procurement Fair, register participants, and provide a final report of the number of participants and the estimated number of attendees of the Fair and include any noteworthy outcomes of the Fair.

- f. The Chamber will host events and invite representatives from the City to participate in making presentations to Chamber groups, such as periodic Business Roundtables.
- g. The Chamber agrees to distribute the City's Office of Economic Development quarterly Newsletter to their general membership.
- h. The Chamber will provide a forum for the Mayor's State of the City address annually to the Chamber's membership and invited guests.
- i. The Chamber will refer any inquiries it receives from businesses interested in locating or expanding in Glendale to the City's Office of Economic Development.
- j. The Chamber will maintain a close relationship with the City's Communications Department and CVB, and at its own expense will promote Glendale attractions and events, particularly City Signature events and special events such as the Super Bowl, Tostitos Fiesta Bowl and other significant tourism and/or national events;
- k. The Chamber will maintain, at its sole expense, its "Tools for Business Success" website, a comprehensive business development tool for new and existing businesses that is specific to Glendale.

- I. The Chamber will maintain a close working relationship with the City Inter-Governmental Programs Department to foster and support legislation mutually beneficial to the business community and the City.

Either party may, at any time, suggest other services and activities to be performed by the Chamber under this Agreement. City and Chamber agree to deal in good faith when negotiating which specific additional activities and services the Chamber shall perform.

3. **Relationships of Parties:** Chamber shall be an independent contractor under this Agreement. This Agreement is not intended by either party to create, or give rise to, a joint venture, partnership, employer-employee relationship or formal business association between the parties.
4. **Term:** The term of this Agreement shall be for effective for three years, beginning July 1, 2015 and terminating on June 30, 2018.
5. **Termination:** Either party may terminate this Agreement, with or without cause, upon thirty (30) days written notice to the other party. Should the Chamber terminate this Agreement prior to expiration of the term set forth in Paragraph 3, a pro rata refund of the City payment shall be made by the Chamber to the City within 30 days of termination.
6. **Cost:** The City agrees to pay the Chamber Twenty Thousand dollars (\$20,000) annually, pursuant to the terms of this Agreement. Payment will be made by the City in two (2) \$10,000 payments. The first payment will be made during the first quarter of the City's fiscal year (July 1st - September 30th). The second payment will be made during the fourth quarter of the City's fiscal year (April 1st - June 30th) and shall be conditioned upon receipt of the Chamber's annual report and IRS Form 990, as required pursuant to Paragraph 7. The City has sole discretion of when to make the payment during the designated quarters.
7. **Reporting:** No later than March 31st of each year, the Chamber agrees to provide City with an annual report detailing the services provided pursuant to this Agreement, along with its annual IRS Form 990, for preceding calendar year.
8. **Notification:** Communications and notifications regarding this Agreement and performance of its terms by the parties shall be made as follows:

To the City: City Manager
 City of Glendale
 5850 West Glendale Avenue, Ste. 431
 Glendale, Arizona 85301

With a copy to: Office of Economic Development
 City of Glendale
 5850 W Glendale Avenue, Ste. 217
 Glendale, Arizona 85301

Chamber: President
Glendale Chamber of Commerce Bank of America Building
5800 West Glenn Avenue, Suite 275
Glendale, Arizona 85301

9. **Assignment:** This Agreement and any amounts receivable hereunder shall not be assignable except with the written consent of the parties.
10. **Non-Discrimination:** Chamber must not discriminate against any employee or applicant for employment on the basis race, color, religion, sex, national origin, age, marital status, sexual orientation, gender identity or expression, genetic characteristics, familial status, U.S. military veteran status or any disability. Chamber will require any Sub-contractor to be bound to the same requirements as stated within this section. Chamber, and on behalf of any subcontractors, warrants compliance with this section.
11. **Immigration Law Compliance:**
- a. Chamber, and on behalf any subcontractor, warrants, to the extent applicable under A.R.S. § 41-4401, compliance with all federal immigration laws and regulations that relate to their employees as well as compliance with A.R.S. § 23-214(A) which requires registration and participation with the E-Verify Program.
 - b. Any breach of warranty under subsection (A) above is considered a material breach of this Agreement and is subject to penalties up to and including termination of this Agreement.
 - c. City of Glendale ("City") retains the legal right to inspect the papers of Chamber or subcontractor employee who performs work under this Agreement to ensure that Chamber or any subcontractor is compliant with the warranty under subsection (A) above.
 - d. City may conduct random inspections, and upon request of the City, Chamber shall provide copies of papers and records demonstrating continued compliance with the warranty under subsection (A) above. Chamber agrees to keep papers and records available for inspection by the City during normal business hours and will cooperate with City in exercise of its statutory duties and not deny access to its business premises or applicable papers or records for the purposes of enforcement of this Section I.
 - e. Chamber agrees to incorporate into any subcontracts under this Agreement the same obligations imposed upon itself and expressly accrue those obligations directly to the benefit of the City. Chamber also agrees to require any subcontractor to incorporate into each of its own subcontracts under this Agreement the same obligations above and expressly accrue those obligations to the benefit of the City.
 - f. Chamber's warranty and obligations under this Section I to the City are continuing throughout the term of this Agreement or until such time as the City determines, in its sole discretion, that Arizona law has been modified in that compliance with this section is no longer a requirement.

g. The "E-Verify Program" above means the employment verification program administered by the United States Department of Homeland Security, the Social Security Administration, or any successor program.

12. Conflicts: This Agreement is subject to cancellation for conflicts of interest under the provisions of A.R.S. § 38-511.

IN WITNESS WHEREOF, the parties have entered into this Agreement on the date first written above.

GLENDALE CHAMBER OF
COMMERCE

By: Bobbi Magda
Bobbi Magdaleno
Its: 2015 Chairman of the Board

CITY OF GLENDALE

Richard A. Bowers
Richard A. Bowers
Acting City Manager

By: Robert W. Heidt, Jr.
Robert W. Heidt, Jr.
Its: President & CEO

ATTEST

Pamela Hanna
Pamela Hanna, (SEAL)
City Clerk

APPROVED AS TO FORM:

Michael D. Bailey
Michael D. Bailey
City Attorney



Chairman's Circle Member Benefits:

- Enhances visibility on the Chamber's website (homepage) with a logo and link to your company website
- Priority seating at Chamber events and programs
- Convenience of a one-time, all inclusive transaction on level of investment for dues, events and sponsorships
- Representation at all events with shared Chairman's Circle Investor signage
- Representation at Chamber office on shared Chairman's Circle Investor signage
- Shared full page ad in the Chamber's quarterly magazine acknowledging your support
- 5% discount off of advertising in Chamber's quarterly magazine on advertising
- Includes all other membership benefits and perks (see below)
- Special framed certificate of appreciation to hang in your lobby or place of business
- Ability to participate in the "Voices of the Chamber" marketing campaign
- Recognition at the following events as a sponsor – (sponsors logo included on all promotional pieces):
 - Annual Dinner & State of the City (includes the a table of eight or ten for Mayor's Office with seating determined by the Mayor, 2 seats for each city councilmember for them and a guest, four seats for the city managers office)
 - Luke Shoot Out Golf Tournament (includes foursome)
 - Small Business Procurement Fair & Business Expo (includes display table(s))
 - Annual Auction Gala (includes 2 seats for the Mayor & a guest and each city councilmember and a guest – 14 total seats)
 - Scholarship Golf Tournament (includes foursome)
- Ability to insert an item/flyer into the Luke Air Force Welcome bags and relocation packets mailed out
- Recognition in 'Chamber at a Glance', bi-weekly Chamber email with logo and link

General Member Benefits

- Proud Member window decal with Chamber logo for display
- Representation in Glendale and the West Valley
- Ribbon cuttings for a groundbreaking, grand opening, milestone or anniversary for your business
- Business Building and Networking opportunities

- Customer and visitor referrals and assistance
- Member pricing for Chamber events, programs and publications
- Custom sponsorship and advertising packages with the Chamber
- Volunteer opportunities including various committees
- Free business counseling in partnership with S.C.O.R.E.
- Free notary service for Chamber members
- Over 50 Events and Programs
- Complimentary attendance to all Business After Hours
- Certificates of Origin
- Free use of conference room (based on availability)
- Chamber team focused on local economic development, community, business retention and expansion
- All members receive one free listing under their primary category in the Glendale Chamber Quarterly Magazine
- Display area in the Chamber lobby for brochures, business cards, and event calendars
- Chamber Anniversary recognized in "The Pulse", a monthly newsletter published by the Glendale Star
- Company profile page in Online Directory, providing 24/7 access to your customers
- Free additional category listings on Chamber online directory
- Subscription to Bi-Weekly Chamber At-A-Glance newsletter
- Company announcements on Chamber website
- Post events to our online Community Events Calendar
- Access to create and distribute online coupons exclusively for Chamber members
- Access to "Tools for Business", sponsored by BNC National Bank, to help grow and run your business
- Up to 25% off a Constant Contact membership
- Save up to 30% on your credit card processing fees
- Free Prescription Drug Savings Card
- Receive up to 60% savings through the Office Depot Program
- Member-to-Member Savings Connections Program