

**Economic Development and Community Enhancement  
Agreement between the  
City of Glendale and the  
Glendale Chamber of Commerce**

THIS AGREEMENT is made and entered into to be effective the 1<sup>st</sup> day of July, 2013 ("Effective Date") by and between the City of Glendale, (the "City"), and the Glendale Chamber of Commerce, (the "Chamber").

**Recitals**

- A. The City acknowledges 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. For the period beginning July 1, 2013 and ending June 30, 2014, the City agrees to pay the Chamber of Commerce \$25,000 which includes general membership and membership in the Chairman's Circle and for the services and activities the Chamber agrees to perform pursuant to the terms of this Agreement. For the period beginning July 1, 2014 to June 30, 2015, the City agrees to pay the Chamber of Commerce \$20,000 which includes general membership and membership in the Chairman's Circle and for the services and activities the Chamber agrees to perform pursuant to the terms 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. Economic Development Division support by agreeing to co-host presentations, a minimum of three events annually, site visits by companies and/or site selectors and others;
  - b. Participate with the City in a comprehensive, city-wide Business Retention and Expansion program. The Chamber's participation will include ten (10) personal visitations, annually, to companies with or without the Economic Development Division's participation. The Chamber will provide the Division with a report of all companies visited and any follow up required. The Chamber will use its resources and expertise to assist in resolving issues a company may have related to its business operations;
  - c. The Chamber will make available to the City, at its sole expense, Chamber produced marketing materials to assist in attracting and retaining companies to Glendale;
  - d. The Chamber and the City will jointly sponsor a biennial (every two years) Procurement Fair for local businesses. During the first year of this Agreement, the Chamber agrees to form a Steering Committee, which shall include City representatives, 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.
  - e. The Chamber will host events and invite representatives from the City to participate in making presentations to Chamber groups, such as periodic Business Roundtable Luncheons;

- f. The Chamber agrees to distribute the City's Economic Development Division's quarterly Newsletter to their general membership.
- g. The Chamber will provide a forum for the Mayor's State of the City address annually to the Chamber's membership and invited guests;
- h. The Chamber will refer any inquiries it receives from businesses interested in locating or expanding in Glendale to the City's Economic Development Division.
- i. 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 the like;
- j. 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;
- k. The Chamber will maintain a close working relationship with the City Inter - Governmental 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 activities and services 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 two years, beginning July 1, 2013 and terminating on June 30, 2015. The parties may agree to modify and renew this contract on an annual basis thereafter.
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 five thousand dollars (\$25,000) in the first year, and twenty thousand dollars (\$20,000) in the second year, which includes general membership in the Chamber as well as the Chairman's Circle and for the services and activities the Chamber agrees to perform pursuant to the terms of this Agreement. Payment will be made by the City on a quarterly basis after review of the Chamber's financial statements by the City Auditor, as set forth in Paragraph 7.
7. Reporting: Chamber agrees to provide City with an annual report, including financial statements no later than May 31 of each year of this Agreement, of all activities and services performed by the Chamber under this Agreement.
8. Notification : Communications and notifications regarding this Agreement and performance of its terms by the parties shall be made as follows :

City: Economic Development Director  
City of Glendale  
5850 West Glendale Avenue  
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.

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

*(Signatures to Follow)*

GLENDALE CHAMBER OF COMMERCE

David Mitchell

By: David Mitchell  
Its: Chairman of the Board of Directors

Robert W. Herrick

By: Robert W. Herrick Jr.  
Its: President

ATTEST:

Pamela Hanna (SEAL)

Pamela Hanna,  
City Clerk

APPROVED AS TO FORM:

Michael D. Bailey

Michael D. Bailey  
City Attorney

CITY OF GLENDALE

Brenda S. Fischer

Brenda S. Fischer  
City Manager