

**AGREEMENT FOR
BUSINESS ASSISTANCE
SERVICES FOR FISCAL
YEARS 2025-2027**

THIS AGREEMENT FOR BUSINESS ASSISTANCE SERVICES FOR FISCAL YEARS 2025-2027 (AGREEMENT) is made and entered into on _____, 2025 (EFFECTIVE DATE), by and between the City of Lompoc, a California municipal corporation (CITY), and the Lompoc Valley Chamber of Commerce, a California non-profit mutual benefit corporation (CHAMBER), with reference to the following facts:

- CITY desires to promote CITY as a tourism destination and for business development, and desires that all local business owners and entrepreneurs are provided with timely information regarding the establishment and expansion of local businesses, thereby enhancing the general state of the local economy;
- Government Code section 37110 authorizes the expenditure of monies accruing to the General Fund for promotion of CITY;
- CHAMBER is organized and equipped to carry out the promotional, economic development, and business assistance activities desired by CITY, and has special local knowledge, expertise, skill, and facilities for promotional work; and,
- CITY desires to retain CHAMBER to secure performance of economic development and business attraction, retention and assistance services.

NOW, THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

- I. **ADMINISTRATION**. This Agreement shall be administered by CITY’S City Manager, or their designee, ~~for~~on behalf of CITY; and by the President/CEO, or their designee, ~~for~~on behalf of CHAMBER.
- II. **COMPENSATION**. As consideration for the Services described in Section III below, City shall compensate Chamber as follows:
 - A. General services not to exceed \$108,000 per ~~F~~fiscal ~~Y~~year commencing on July 1 and concluding on June 30 (FISCAL YEAR) of each year, paid in installments of \$9,000 per month during the first two weeks of each month; and
 - B. Following the Effective Date, the City shall remit retroactive payment for any missed months of compensation accruing on or after July 1 immediately preceding the Effective Date; and
 - C. Financial auditing expenses not to exceed \$3,500 per Fiscal Year.

III. ~~H. SCOPE OF SERVICES AND COMPENSATION.~~ During the term of this Agreement, CHAMBER shall perform the following services in fulfillment of this Agreement:

A. Economic Development/Business Development Business Assistance Services and Tourism.

~~Compensation: _____~~

~~General services not to exceed \$108,000 per Fiscal Year (July 1-June 30); and~~

~~Financial auditing expenses not to exceed \$3,500 per Fiscal Year thereafter.~~

~~Method of Payment:~~

~~CHAMBER shall be paid \$9,250 during the first two weeks of each month starting July 1, 2025, for the remaining term of this Agreement.~~

B. Economic Development

1. Provide economic development services designed to ~~attract new business activity; retain/expand existing businesses, and support the development of new start-up businesses.~~
2. Work with local and regional economic development practitioners (including commercial real estate brokers, commercial developers, property owners, city/county/state officials, etc.) to identify opportunities for new business development. ~~Solicit, track, and facilitate responses/proposals related to prospective new business opportunities. Maintain a roster of available properties that could be used to locate new businesses.~~
3. ~~Support the retention/expansion of existing businesses by serving as a local business liaison, connecting businesses to community resources and relationships that will foster their economic success. Activities to include but not limited to:~~
 - a. ~~Provide connectivity with CITY staff and/or City Council for the business opening process.~~
3. CITY will provide CHAMBER overview of CITY process relating to new business development and a monthly listing of new business licenses obtained through the CITY.
4. Advocate for a vibrant, and economically attractive, local business environment. Represent the community at business attraction events and at relevant economic development industry/professional events.

5. Identify any improvements, potential new programs, and/or suggestions that would enhance economic development in Lompoc that may then be recommended to the City.

B. ~~C. VSF~~ Vandenberg Contractor Liaison Program.

1. CHAMBER shall, in coordination with CITY ~~and external partners, develop and maintain a current list of active procurement and economic development points of contact associated with~~ create ongoing communication between Vandenberg Space Force Base (VSFB), ~~including but not limited to federal agencies, prime contractors, subcontractors, and business outreach officers.~~ commercial operators on base, the local business community, and the CITY to facilitate collaborative efforts to grow the economic impact of VSFB on community and community/business support for the base, its tenants, and personnel. This list shall be established during the first quarter of the contract and included as part of the Q1 Performance Report. The Chamber shall conduct proactive outreach to all known contractors, subcontractors, and tenant organizations operating at Vandenberg Space Force Base (VSFB) to identify procurement contacts, vendor registration requirements, and subcontracting opportunities relevant to Lompoc-based businesses. The Chamber shall establish and maintain a **"VSFB Business Liaison Program"** that connects local firms with base-related work. At a minimum, this program shall include:
 1. ~~A current directory of VSFB procurement and small business contacts.~~
 2. ~~Quarterly outreach meetings, briefings, or webinars for Lompoc vendors.~~
 3. ~~Hosting or co-hosting an annual "VSFB Supplier Matchmaking Event" in collaboration with base contractors or agencies.~~
 4. ~~Unmet Needs Identification~~
2. ~~a. The Chamber~~ CHAMBER shall identify unmet needs, solicit and secure documented feedback from VSFB contractors and tenant organizations regarding unmet service, labor, or supply-chain needs that may be fulfilled by local businesses. The ~~Chamber~~ CHAMBER shall report these findings ~~quarterly to the City and to Retail Strategies (in a writing delivered to the CITY or the City~~ CITY's designated business recruitment consultant), on the first of April and October of each year during the Term. ~~This information shall support:~~
 - i. ~~Targeted business attraction.~~
 - ii. ~~Sector gap analysis for commercial recruitment.~~
 - iii. ~~Local business scaling strategies responsive to base demand.~~
 - b. ~~Unmet needs and requirements shall be forwarded to Retail Strategies for integration in the outreach program~~
5. Local Vendor Registration Support
 - a. ~~The Chamber shall assist Lompoc-based firms in registering with supplier portals or vendor directories maintained by primary VSFB contractors and government~~

~~procurement offices. This includes ensuring that interested businesses understand required forms, certifications, and contact points.~~

- ~~b. The Chamber shall coordinate SBA, SBDC, PTAC, or other procurement certification training to assist local businesses in obtaining federal, state, or prime contractor recognized designations (e.g., SB, DBE, WOSB, SDVOSB). The Chamber shall host at least one such training per year and maintain referral partnerships for on-demand certification support.~~
- ~~c. **VFSB Opportunity Bulletin.** The Chamber shall prepare and distribute a monthly or quarterly "**VFSB Opportunity Bulletin**" summarizing contract announcements, procurement leads, subcontractor solicitations, or labor/service trends shared by base contractors and public postings. Distribution shall target Lompoc-based firms via email and online publication.~~
- ~~d. **Contractor Local Business Roundtable** The Chamber shall facilitate a semi-annual roundtable that includes representatives of VFSB contractors, local businesses, City staff, and relevant agencies to identify challenges, contract pipelines, and subcontracting opportunities. Meeting summaries shall be shared with the City and used to inform the City's economic development strategy.~~

3. The CHAMBER shall support local businesses in pursuing opportunities connected to VFSB and its contractors by: (i) assisting firms with vendor registration and procurement certifications; (ii) providing or coordinating at least one annual training and maintaining referral resources for on-demand support; (iii) distributing a regular bulletin (monthly or quarterly) summarizing relevant contract opportunities and trends; and (iv) convening at least two roundtable meetings per year among contractors, local businesses, CITY staff, and relevant agencies, with meeting summaries provided to the CITY.

C. ~~D. Tourism~~ Visitor Promotion. The following ~~Tourism Promotion~~ promotional ~~S~~services shall be provided by CHAMBER to CITY on an annual basis:

1. Visitor Information. ~~Answer all telephone calls and emails~~ Fulfill requestings for general and visitor information, local event information, points of interest, accommodations, and attractions. to include digital and printed marketing materials.
2. ~~Printed Marketing Materials.~~ ~~Print, in such quantity as to meet demand, information about the community, local events, points of interest, accommodations, and attractions, and distribute as requested. Quantities shall be adjusted upwards or downwards as necessary to meet demand.~~ Website. Maintain and regularly update CHAMBER's website to include current visitor and relocation information, economic development resources, and a CITY profile with demographics and labor data. Timely respond to all e-mail inquiries. Use the website and e-mail to cost-effectively distribute visitor information and fulfill requests efficiently.
3. Office Reception. Provide on-site greeting and volunteer staff, for the street level desk of CHAMBER'S s location at 111 S. "I" Street. Such staffpersons shall be

present, from 10:00 AM to 2:00 PM, ~~on Mondays~~ through Friday, and if volunteers are available then from 10:00 AM to 2:00 PM on Saturdays as well.

4. Film Industry Assistance. Serve as first point of contact for film production companies for location information and vendor referrals.
5. ~~E.~~ Events. CITY desires to increase events in Old Town; whenever possible. CHAMBER, CITY, and other partners will work together to consider locating events in Old Town, increasing the hours and quantity of events held in Old Town and connecting Old Town events via branding and marketing.

4. CHAMBER will coordinate and manage, at a minimum, the following events and CITY will waive fees associated with rentals of CITY facilities to host those CHAMBER facilitated community events, which includes but is not limited to the following events:

- a. Old Town Market to run ~~6-7~~ consecutive Fridays during summer months
- b. State of the City (~~Address~~ (to include a no-fee section ~~off~~ presentation ~~for free~~ viewers only))
- c. State of VSFB Luncheon
- d. Annual Awards Dinner
- e. Small Business Saturday
- f. Old Town Trick or Treat (shall not be held in 2025 but will resume pursuant to the terms set forth herein for 2026)

2. ~~River Park Events~~

~~CITY desires to activate River Park with larger community-oriented events that draw regional attendance and strengthen the identity of the Lompoc Valley. CHAMBER, CITY, and other partners will work collaboratively to plan and execute expanded use of River Park as a venue for seasonal, cultural, or recreational gatherings. The intent is to build high-visibility events that complement the City's tourism and economic development goals.~~

~~CHAMBER will coordinate and manage, at a minimum, **three major events annually** at River Park. CITY will waive all facility rental fees associated with these CHAMBER-facilitated events. These events may include, but are not limited to:~~

- ~~a. Spring Festival or Earth Day Celebration~~
- ~~b. Summer Outdoor Concert or Wine & Food Showcase~~
- ~~c. Fall Harvest Fair or Holiday Market~~

~~CHAMBER will be responsible for securing sponsors, vendors, marketing, and operational logistics in coordination with CITY staff.~~

6. Venue Partnership. The CHAMBER shall collaborate with the CITY to identify and secure at least one larger community venue opportunity annually, either by organizing an event directly or by partnering with an outside organization to host an event in coordination with the CHAMBER.

D. ~~F. BUSINESS ASSISTANCE SERVICES~~ Business Retention/ Expansion/ Assistance.

1. Provide information regarding the City Profile including an economic profile, transportation, property, utilities, government, media resources, and quality of life. Provide information regarding business plans, marketing and other general business resources to potential start-up businesses and/or existing businesses as requested. Facilitate business resource information via providing access to on-line resources (ex: SBA.gov) and referrals to partners through the CHAMBER'S offices.
- ~~1. All business resource services will be provided to the general public without charge or offset and without regard to CHAMBER membership.~~
2. Support the retention/expansion of existing businesses by serving as a local business liaison, connecting businesses to community resources and relationships that will foster their economic success. Contingent on City providing sufficient information as to its new business process, activities shall include but not be limited to:
 - a. ~~2.~~ Act as "Business Assistance Team" providing guidance on navigating eCity processes relating to new business development. and new start-up businesses.
- ~~3. CITY will provide CHAMBER overview of CITY process relating to new business development.~~

G. TOURISM RELATED EFFORTS

- ~~1. CHAMBER shall regularly reevaluate and update efforts in order to enhance and improve the following tourism and economic development related items currently under the purview of CHAMBER at no additional cost to CITY:~~
- ~~2. Utilize e-mail and links to CHAMBER website to provide visitor packet information to fulfill requests faster and save paper, copy and postage costs, in order to facilitate cost effective distribution.~~
- ~~3. Enhance its website and use it to provide current visitor information/relocation information and economic development information including CITY profile pages, demographics, and labor information.~~
 - b. Provide connectivity with CITY staff and/or City Council for the business opening process.
3. Conduct an annual community assessment to determine what gaps exist in the local business network, provide a written copy of this assessment to the City in December of each year, and then work with property owners to identify opportunities to attract new businesses to the CITY; Serve as a navigator for

prospective new businesses (start-up or relocation) as they work through city processes and other steps to open their operations;

4. Host, advertise and otherwise support the programs of partners such as the Small Business Development Center Program (SBDC) which provide consultation services and/or workshops to local businesses. CHAMBER will facilitate this effort when such programs are funded to provide their services in Santa Barbara County during the performance of this contract.

E. ~~H.~~ RECIPROCITY IN ENGAGEMENT Reciprocity In Engagement.

1. CHAMBER and CITY, at times, will independently review policy decisions that will be made by CITY'S City Council, such as business taxes and fees, for example. When such items are being brought forward by CITY or CHAMBER, the designated representatives of each entity will, as soon as possible, contact the other and inform them of the policy matter being brought forward and share perspectives on the issues.~~When the CHAMBER-~~
2. If CHAMBER plans to discuss such matters with its Board and/or Membership, such matters, as may pertain to city policy then it will also extend an invitation for CITY to present its perspective on the topic to the CHAMBER Board or Membership as appropriate. CHAMBER may take a position on a CITY matter that is different from CITY staff recommendations; however, CHAMBER will allow and invite CITY staff to share its perspective during CHAMBER deliberations on such matters and prior to the CHAMBER finalizing its position on the topic.

IV. ~~III.~~ FINANCIAL REPORTING AND ACCOUNTABILITY REQUIREMENTS.

- A. If CHAMBER ~~shall obtain~~ prepares an annual report for its members pursuant to Cal. Corp. Code Section 8321, a copy of that report shall be provided to CITY together with an independent financial audit ~~annually to submit to the CITY with the~~ for the preceding fiscal year. Immediately following the Effective Date, the first independent financial audit shall be due by December 31, 2025, and each audit thereafter shall be provided by October 31 of each year during the term, regardless of whether an annual report ~~and will meet~~ is prepared, and shall be subject to the following requirements:
 1. The financial audit shall be a full audit in the first year and every two years thereafter (first year, third year, fifth year, etc.). In the alternate years (second year, fourth year, etc.) the financial audit shall be an accounting review.
 2. The ~~independent auditing firm~~ audit shall be performed by a Certified Public Accounting firm.
- B. CHAMBER shall maintain complete and accurate financial records relating to the use of CITY funds under this Agreement. CHAMBER shall provide CITY with

quarterly financial reports detailing revenues, expenditures, and allocations of CITY funds. Upon request, CHAMBER shall provide supporting documentation reasonably necessary to verify the use of CITY funds. CHAMBER’s financial records related to this Agreement shall be subject to review and audit by CITY or its designated representative during normal business hours, upon reasonable notice.

C. 3. Performance Monitoring and Quarterly KPI Reporting.

~~CHAMBER shall submit a written **Quarterly Performance Report** to the CITY no later than thirty (30) calendar days following the end of each calendar quarter (i.e., April 30, July 31, October 31, and January 31). The report shall include the following elements:~~

~~**Activity Summary**~~

~~A narrative description of services performed during the reporting period, organized by major service categories, including but not limited to:~~

~~**KPI Scorecard**~~

~~A structured scorecard comparing actual performance to the following Key Performance Indicators (KPIs):~~

Service Area	Key Performance Indicator	Quarterly Target
Business Assistance	One-on-one business contacts conducted	10 per quarter
	Welcome packets delivered to new businesses	5 per quarter
	Policy/advocacy actions taken on business climate issues	2 documented actions
Economic Development	Leads or referrals submitted to City staff	3 per quarter
	Available property inventory updates	1 per quarter
VSFB Liaison Program	Initial contact list of VSFB procurement organizations developed	Complete in Q1
	Engagements or follow-ups with VSFB-related organizations	5 per quarter (after Q1)
	VSFB Opportunity Bulletins issued	1 per quarter
	Roundtables or outreach sessions hosted	1 per 6 months
Tourism Promotion	Visitor guides or packets distributed	100 per quarter
	Tourism-facing businesses engaged	5 per quarter
Events	Community events facilitated (Old Town + River Park)	3 per quarter (minimum)
Administrative	Timely submission of quarterly report	Yes
	CPA audit submitted (once annually)	N/A

~~**Variance Analysis**~~

~~Any KPI falling below its target shall include a written explanation of the cause and a~~

~~summary of actions taken or proposed to return to target performance levels.~~

~~Supporting Documentation~~

~~The report shall include samples of deliverables, flyers, screenshots, reports, business contact logs, and other verifiable documentation to substantiate reported activities. A comprehensive budget including a detailed and itemized list of expenses that have been charged against the monthly payment received by CITY and CHAMBER's contribution to the expense item.~~

~~Transparency and Public Access to Meetings~~

1. CITY and CHAMBER shall form an Economic Development Working Group consisting of the City Manager, a designated City Council Member, the Chamber CEO, a designated Chamber Board member, and a community business member at large. This group shall meet monthly to identify priorities, agree on strategies, and review efforts/results.
2. On a quarterly basis, the CHAMBER shall present an update on local economic development efforts to the City Council. This would provide a regular, public forum that would not only inform the Council, but build public support for the joint priorities and efforts.
3. The Chamber Board, with input from the CITY and other community partners, will immediately undertake the development of a multi-year strategic plan that will define its key priorities, member value proposition, and resource development plan to accomplish the identified goals (STRATEGIC PLAN). The Strategic Plan shall be completed within 10 months of the Effective Date and a copy of the final Strategic Plan shall be provided in writing to the CITY.
4. To promote transparency and ensure public trust in the use of City funds, the CHAMBER shall conduct ~~all~~ meetings, briefings, workshops, and events that relate directly to the performance of this Agreement in a manner that is accessible, inclusive, and open to public observation wherever practicable. **Specifically:**

~~1. No Closed-Door Decision-Making~~

~~The CHAMBER shall not conduct closed or invitation-only meetings with selected stakeholders, contractors, or members of the public if such meetings pertain to:~~

- ~~○ Business assistance or retention services,~~
- ~~○ Economic development strategy discussions involving City-referred properties or prospects,~~
- ~~○ Events subsidized through this Agreement,~~
- ~~○ VSFB Contractor Liaison engagements funded under this scope.~~

2. ~~Public Notice Encouraged~~

~~Where feasible, the CHAMBER shall provide advance notice to the CITY of such meetings and include the CITY in planning or observation. Agendas, summaries, or notes may be requested by the CITY for the record.~~

3. ~~Exemptions~~

~~Nothing in this section shall prohibit:~~

- ~~o Private one-on-one business counseling,~~
- ~~o Personnel discussions internal to the CHAMBER,~~
- ~~o Confidential interactions expressly required by procurement security protocols (e.g., VSF-related).~~

5. CHAMBER's performance under this Agreement shall be evaluated based on measurable indicators, which may include:

- a. Timely updates and maintenance of CHAMBER'S website with visitor, relocation, and economic development information;
- b. Securing at least one large community venue, as set forth in Section III(C)(6) of this Agreement;
- c. Preparation and distribution of visitor information packets;
- d. Completion of the Plan within the agreed timeframe, as set forth in Section IV(C)(3) above;
- e. Submission of quarterly financial reports showing allocation and use of CITY funds; and
- f. Organization or support of community or business development events in collaboration with CITY.

V. ~~IV.~~ FAILURE TO MEET MINIMUM REQUIREMENTS

A. ~~If CHAMBER fails to fulfill the minimum requirements of this Agreement, or to otherwise comply with any provision of this Agreement, then~~ herein, CITY shall provide CHAMBER written notice of the breach. CHAMBER shall have thirty (30) days from receipt of such notice to cure the breach, unless a shorter period is reasonably required under the circumstances. If the breach is not cured within the applicable period, the matter shall be investigated by CITY'S City Manager, or his/her designee, who shall make a recommendation to CITY'S City Council as to the remedy for breach of this Agreement, an appropriate remedy. The breach may be cured by Remedies may include reasonable substitution of services provided, by, reimbursement of a portion of the fee paid by CITY to CHAMBER, or by other such remedy as the City Council may reasonably require. CITY and CHAMBER agree the decision of the City Council shall

be final and conclusive. Nothing herein shall limit CITY's right to pursue any other remedies available at law or in equity.

VI. ~~V.~~ **TERM OF AGREEMENT.** This Agreement commences on July 1, 2025, and terminates on June 30, 2027, unless earlier terminated as provided in Section VII, below.

VII. ~~VI.~~ **TERMINATION OF AGREEMENT.**

A. Termination for Cause. CITY may terminate this Agreement, ~~with or without cause, effective immediately upon CITY's giving written notice thereof to CHAMBER which notice shall be given only after the City Council considers the termination at a public meeting.~~ if CHAMBER fails to cure any default within thirty (30) days after receiving written notice from CITY as set forth in Section V above. Causes for termination shall include, but not be limited to: (1) CHAMBER's failure to provide CITY with a financial audit as specified in this Agreement; (2) CHAMBER's failure to maintain required insurance coverages as specified herein; (3) CHAMBER's misuse of CITY-provided funds for purposes inconsistent with the legitimate operations of CHAMBER, as determined by CHAMBER's Board of Directors, or (4) any other material breach of this Agreement.

B. Termination Without Cause. CITY may terminate this Agreement without cause upon written notice thereof to CHAMBER, following approval by the City Council at a duly noticed meeting. Such termination shall be effective immediately unless otherwise specified in the notice.

C. Reimbursement Upon Termination. ~~Upon such termination, on~~ Upon termination of this Agreement, and upon CITY's demand, CHAMBER shall promptly reimburse CITY on a pro-rata basis for any ~~unearned~~ portion of the monthly payment corresponding to services not performed.

VIII. ~~VII.~~ **PROMOTIONAL MATERIALS.** Copies of promotional materials, visitor guides, maps, and media advertisements developed in conjunction with this Agreement shall be provided to CITY in reasonable numbers upon request.

IX. ~~VIII.~~ **ACCOUNTING.** CHAMBER shall establish and maintain on a current basis an adequate accounting system, in accordance with generally accepted accounting principles and standards, for the accounting of all Agreement-related funds.

X. ~~IX.~~ **AGREEMENT EVALUATION AND REVIEW.** CHAMBER shall make available for inspection, by authorized CITY personnel, financial and all other records pertaining to the performance of this Agreement, and allow authorized CITY personnel to inspect and monitor its facilities and program operations.

XI. ~~X.~~ **INSURANCE.** CHAMBER shall procure and maintain for the duration of this Agreement adequate insurance against claims for personal injury, bodily injury, and property damage that may arise from, or in connection with, the performance of the work

hereunder by CHAMBER, its agents, representatives, employees, subcontractors, or volunteers.

A. Minimum Scope of Insurance.

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage (occurrence from CG 0001).
2. Insurance Services Office form number CA 0001 (Ed. 1/87) covering Automobile Liability, code 1 (any auto).
3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

B. Minimum Limits of Coverage.

CHAMBER shall maintain coverage limits not less than:

1. General Liability: \$1,000,000 per occurrence for bodily injury, personal injury, or property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, then either the general aggregate limit shall apply separately to this Agreement or the general aggregate limit shall be \$2,000,000.
2. Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.
3. Worker's Compensation: CHAMBER shall maintain worker's compensation as required by law, including Employer's ~~Liability~~ coverage with limits not less than \$1,000,000 per accident for bodily injury or disease. Such insurance shall waive any right of subrogation against CITY.

C. Deductibles and Self-Insured Retentions.

Any deductibles or self-insured retentions shall be declared to and approved by CITY. At the option of CITY, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects CITY, its officers, officials, employees, and volunteers; or CHAMBER shall provide a financial guarantee satisfactory to CITY guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

D. Other Insurance Provisions.

The ~~general liability and automobile liability~~ insurance policies are to contain, or be endorsed to contain, the following provisions as applicable:

1. CITY, its officers, officials, employees, and volunteers are to be covered as insureds with respect to liability arising out of automobiles owned, leased, hired, or borrowed by or on behalf of CHAMBER, and with respect to liability arising out of work or operations performed by or on behalf of CHAMBER including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage may be provided in the form of an endorsement to CHAMBER's policy, or as a separate owner's policy.
2. For any claims arising from this Agreement, CHAMBER's insurance coverage shall be primary insurance ~~as with~~ respects ~~to~~ CITY, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by CITY, its officers, officials, employees, or volunteers shall be excess ~~of~~to the CHAMBER's insurance and shall not ~~be~~ contribute ~~ory~~ ~~with it~~.
3. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled or substantially reduced by either party, except after 30-days' prior written notice by certified mail, return receipt requested, has been given to CITY.
4. Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under California Civil Code subsection 2782(b).

E. Acceptability of Insurers.

Insurance shall be placed with insurers with a current A.M. Best's rating of at least A:VII.

F. Verification of Coverage.

CHAMBER shall furnish CITY with original certificates and amendatory endorsements effecting coverage required by this Agreement, in a form acceptable to the City Attorney. All certificates and endorsements are to be received and approved by CITY before this contract is executed. CITY reserves the right at any time to require complete, certified copies of all required insurance policies, including endorsements, affecting the coverage required by this Agreement.

G. Subcontractors.

CHAMBER shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage and other requirements for subcontractors shall be subject to all of the requirements stated herein for CHAMBER.

XII. ~~XI.~~ **INDEMNIFICATION.** CHAMBER agrees to indemnify, defend and save harmless, CITY, its agents, officers, employees, and volunteers from and against any and all liability, expense (including defense costs and attorneys' fees) and claims for damages of any nature whatsoever, including but not limited to bodily injury, death, personal injury, or property damage arising from or connected with CHAMBER'S and any of its agents', officers', employees', and volunteers' operations, or its/their services, hereunder.

XIII. ~~XII.~~ **DISCRIMINATION.** No person shall, on the grounds of race, sex, creed, color, religion, national origin, handicap, or disability, be excluded from participation in, refused the benefits of, or otherwise be subjected to discrimination in any activities, programs, or employment supported by this Agreement.

XIV. ~~XIII.~~ **ASSURANCES.** CHAMBER hereby assures and certifies that it will comply with all applicable Federal, State, and local laws as they relate to acceptance and use of CITY funds for this program and to CHAMBER's performance of this Agreement.

XV. ~~XIV.~~ **NOTICES.** All notices, reports, and statements shall be given in writing and served personally or by first class mail.

To CHAMBER:

President/CEO
Lompoc Valley Chamber of Commerce and Visitor's Bureau
111 South I Street
Lompoc, CA 93436

To CITY:

City Manager
City of Lompoc
100 Civic Center Plaza
Lompoc, CA 93436

XVI. ~~XV.~~ **ASSIGNMENT.** This agreement is not assignable by CHAMBER without the express written ~~advance~~-consent of CITY. Any attempt by CHAMBER to assign any performance of the terms of this Agreement shall render this Agreement null and void.

XVII. ~~XVI.~~ **INDEPENDENT CONTRACTOR.** In the performance of this Agreement, each party will be acting in an independent capacity and not as agents, employees, partners, joint venturers, or associates of the other party. The employees or agents of one party shall not be deemed or construed to be the agents or employees of the other party for any purpose whatsoever.

XVIII. ~~XVII.~~ **REPORTS AND RECORDS.** CHAMBER agrees to prepare and submit financial, program progress, monitoring, evaluation, and other reports as such reports are described

herein, as may be reasonably requested of CHAMBER by CITY's City Manager, or his/her designee.

XIX. ~~XVIII.~~ **SECTION HEADINGS.** The section headings appearing herein shall not be deemed to govern, limit, modify or in any manner affect the scope, meaning or intent of the provisions of this Agreement.

XX. ~~XIX.~~ **INTERPRETATION.** The terms and conditions of this Agreement shall be construed pursuant to their plain and ordinary meaning and shall not be interpreted against the maker by virtue of that party having drafted this Agreement.

XXI. **SEVERABILITY.** In the event that any term, covenant, condition, provision or Agreement contained in this Agreement is held to be invalid or void by any court of competent jurisdiction, the invalidity of any such term, covenant, condition, provision or Agreement shall in no way affect any other term, covenant, condition, provision or Agreement, and the remainder of this Agreement shall still be in full force and effect.

XXII. **ATTORNEY'S FEES.** Should any dispute arising out of this Agreement lead to litigation, the prevailing party shall be entitled to recover its costs of suit, including (without limitation) reasonable attorneys' fees.

XXIII. **GOVERNING LAW.** This Agreement shall be governed and construed by and in accordance with the laws of the State of California, without reference to its conflicts of law principles.

XXIV. **COUNTERPARTS; ELECTRONIC TRANSMISSION.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. Delivery of an executed counterpart of this Agreement by facsimile, email (in portable document format), or other electronic transmission shall be equally effective as delivery of an original executed counterpart.

(Signatures on following page.)

IN WITNESS WHEREOF, CITY and CHAMBER hereby execute this Agreement through their respective authorized officers as though such had executed this Agreement on the date, month, and year first above written.

CITY OF LOMPOC, a municipal corporation

LOMPOC VALLEY CHAMBER OF COMMERCE, a California nonprofit corporation

By: _____
Dean Albro, City Manager

By: _____
Chairman Chamber Board of Directors

Attest:

By: _____
DeVika Stalling
Chamber CEO

By: _____
Stacey Haddon, City Clerk

Approved as to form:

By: _____
Jeff Malawy, City Attorney