



## CITY COUNCIL STAFF REPORT

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**TO:** Honorable Mayor and City Council      **DATE:** October 25, 2021  
**FROM:** Matthew Bronson, City Manager  
**PREPARED BY:** Matthew Bronson, City Manager  
**SUBJECT:** Economic Development Services Semi-Annual Report

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### **RECOMMENDATION**

Receive an update from the South County Chambers of Commerce on the economic development services provided to the City and provide input and direction to staff.

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### **BACKGROUND**

On December 2, 2019, the Council approved an agreement with the South County Chambers of Commerce (Chamber) to assist the City with economic development services. The agreement with the Chamber included specific actions related to business attraction, business retention, economic asset website, coworker space, and an incubation program. The agreement included a cost of \$120,000 over an 18-month period from January 1, 2020 through June 30, 2021 funded by one-time SB 1090 Diablo Canyon settlement funds for economic development activities. These funds are paid through a monthly retainer along with one-time payments for specific activities. The Chamber is required to present quarterly reports to the City Manager and semi-annual reports to the Council. This work with the Chamber is being done in support of the Economic Development Major City Goal with the FY 2020-21 work program year-end implementation report and FY 2021-22 work program shown in Attachment 2.

The first quarter report from the Chamber was provided to the Council on May 18, 2020 to highlight the Chamber's work to support the business community in the initial wake of COVID-19 and share the results of an initial survey of businesses to better understand key issues facing businesses. The Council provided direction to implement a business assistance microgrant program to help local businesses weather the financial impacts from COVID-19 which ultimately provided approximately \$700,000 in four rounds of business assistance grants to 92 local businesses from July 2020 to January 2021. The first semi-annual report was provided to the Council on September 21, 2020 highlighting key economic activities including the development of a business attraction strategy to continue achieving a resilient and diverse economy in Grover Beach. The Chamber and City identified four specific sectors to focus business attraction activities:

- Construction including engineering and architecture
- Technology companies and businesses that require a broadband fiber network
- Cannabis and ancillary businesses
- Tourism-related businesses

As part of this process, the Chamber and City held industry cluster roundtable virtual meetings with specific industry segments to hear from businesses about what the City and Chamber could do to help meet their needs. These segments included manufacturing, construction, and cannabis businesses with this outreach designed to assist in development of a Business Attraction Strategy.

On February 22, 2021, the Chamber presented the subsequent quarterly report to highlight economic development activities underway including providing assistance to 166 businesses for retention and expansion, launching and administering a “Buy Local” gift card program to encourage customer spending at local businesses, developing a new tourism marketing initiative, and developing a workforce retention and resiliency initiative in collaboration with SLO Partners. The Council concurred with this work and the next steps including launching the tourism marketing initiative with FY 2021-22 and developing a workforce retention and resiliency scholarship program. The Council also provided direction for the City to continue a contractual partnership with the Chamber for economic development services in FY 2021-23 and the Council subsequently approved an agreement on June 28, 2021 totaling \$170,000 over the two-year period. This agreement is shown as Attachment 3.

Attachment 1 is the Chamber’s latest semi-annual report which highlights activities carried out since February. Key activities included:

- Completing the “Buy Local” program which generated a total of \$278,000 in funding for local businesses from February through July 2021 with nearly \$4.00 in customer spending generated for every \$1 in public funds invested
- Working to attract new businesses in the city with businesses opening recently including Rippin’ E-Bikes, Mike’s Record Rack, St. Barnabas Thrift, La Micoacana Ice Cream, and Sandbar Surf Company
- Securing \$30,000 in County funding for an aerospace incubator program in Grover Beach as part of the co-work and incubator space initiative
- Developing a new “shop local” program for November 17 in conjunction with a Chamber “Friendsgiving Mixer” at Epic Entertainment/GBEatz
- Developing a business survey to be carried out after the City’s community survey for residents is completed
- Scheduling meetings with Builders Exchange, Homebuilders Association, and Cal Poly Architecture and Engineering Department to assist in strategies for attracting construction sector jobs to Grover Beach
- Working with SLO Partners on digital marketing workforce training including two digital marketing scholarships, two precision manufacturing scholarships, and one software development scholarship
- Launching the Visit Grover Beach tourism marketing initiative with social media and website platforms along with a sticker giveaway and paid campaigns planned this fall and winter in “drive-in” markets

Chamber President/CEO Jocelyn Brennan will present this report at the Council meeting along with highlighting upcoming activities in the four general categories of services included in the updated economic development services agreement:

- Business Retention and Attraction
- Economic Asset Website
- Tourism Marketing
- Workforce Training Scholarships

Lastly, as the Council is aware, Ms. Brennan has recently announced her departure from the Chamber to pursue opportunities in the private sector effective in early November. She has served as the Chamber CEO/President since January 2018 and was instrumental in expanding the previous Arroyo Grande-Grover Beach Chamber of Commerce into the regional South County Chambers of Commerce. The Chamber today is a model of a regional business organization

encompassing a broad geographic area while retaining individual focus on specific communities through member outreach and business meetings. The Chamber has been an invaluable partner with the City in promoting and cultivating a strong business community particularly through this economic development partnership beginning in January 2020. This strong partnership was pivotal in helping Grover Beach businesses navigate the significant challenges from COVID-19 through multiple grant programs and the “Buy Local” program along with countless expressions of hope and support for our businesses in a time of need.

The City is grateful for Ms. Brennan’s work and commitment to supporting Grover Beach and wishes her the best in her future opportunities in our area. Staff is working with the Chamber on potential updates to the economic development services agreement given this transition and the upcoming hiring of a Deputy City Manager position and will provide more information to the Council later this fall.

### **FISCAL IMPACT**

There is no fiscal impact from this item.

### **ALTERNATIVES**

The Council has the following alternatives to consider:

1. Receive an update from the South County Chambers of Commerce on the economic development services provided to the City and provide input and direction to staff; or
2. Provide alternative direction to staff.

### **PUBLIC NOTIFICATION**

The agenda was posted in accordance with the Brown Act and a copy was provided to the South County Chambers of Commerce.

### **ATTACHMENTS**

1. Chamber Economic Development Semi-Annual Report
2. Economic Development Major City Goal Work Program Documents
3. City-Chamber Economic Development Services Agreement

Jul-Sept 2021

Grover Beach  
Economic  
Development  
Report

# Snapshot

Deliverables	Status	Notes
Grover Beach Buy Local Program	Completed	
Business Attraction	Ongoing	Working to attract restaurateurs on key West End location. New businesses, Rippin E-bikes, Mike's Record Rack, St Barnabas Thrift, La Micoacana Ice Cream, Sandbar Surf Company.
Cowork & Incubator Program	In development	Searching for location, secured \$30k in funding from SLO County and partnership with Cal Poly CIE Hot House for Aerospace Incubator program in Grover Beach.
Business Retention	Ongoing	Shop local campaign scheduled for 11/17 with Friendsgiving Mixer at Epic/GBEatz. Monthly GB Business meetings.
Economic Asset Website	Maintaining	Monthly updates and responding to inquiries. This link is also used as a business attraction tool.
Business Survey	In development	Scheduled for after the resident survey
Business Roundtable	Ongoing	Next roundtable will be for "professional services" and fiber network customers in January.
Business Attraction Strategy	Ongoing	Meetings scheduled with Builders Exchange, Homebuilders Association and Cal Poly Architecture & Engineering department. The purpose of these meetings is to inform targeting strategy going forward for this priority focus sector.
Workforce Training	Ongoing	Actively promoting. Waiting on updated numbers from SLO Partners
Tourism Marketing	Ongoing	Fall and winter paid campaign will target drive markets. Sticker give away promotion in progress.



Visit  
Grover  
Beach

# Facebook

8.1.21 - 8.31.21



*Current Followers* 128

*Follower Growth* +67 (+52%)

*Impressions (times  
seen any page content  
paid & organic)* 1,347

*Page Views* 33

*Organic Reach  
(unique times seen)* 1,211

*Posts* 11



# Top Posts

8.1.21 - 8.31.21



Reach

08/03/2021 7:01 AM	There is a new park on 16th Street to enjoy! 🌳 Please join us this evening,			600	46 25
08/31/2021 1:15 PM	Cotton candy sunsets? Yes, please! 😊 📷 Thanks for the photo			115	3 9
08/27/2021 11:35 AM	🐕🍓 Just a good boy enjoying fresh strawberries, living his best life. We are taking			60	2 9
08/13/2021 10:12 AM	Tomorrow from 12pm to 7pm The Spoon Trade will be celebrating their 6th year anniversary! They will be			50	1 4
08/06/2021 6:45 AM	That's a pretty cute beach bunny if you ask us. 😊 Just some friends enjoying			41	6 6

Clicks  
Reactions

Sorted by Reach (unique times seen)





# Instagram

8.1.21 - 8.31.21



*Current Followers* 311

*Audience Growth* +103

*Total Posts* 9

*Profile Visits* 90

*Post Impressions  
(times seen)* 2,022 (VS2,903)

*Post Likes* 234



# Top Posts

8.1.21 - 8.31.21



02:15 pm | Aug 20, 2021

👁 287



01:15 pm | Aug 31, 2021

👁 274



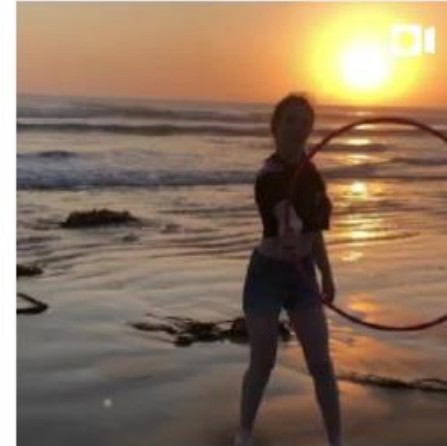
07:15 am | Aug 01, 2021

👁 271



06:45 am | Aug 06, 2021

👁 236



04:45 pm | Aug 17, 2021

👁 209

Sorted by Impressions  
(times seen)



# Website

8.1.21 - 8.31.21



*Total Visitors* 44

*Average Time Spent  
on Site* 2m 12s (vs 2m 15s)

*% Organic Search* 36%

*Email Subscribers* 0

## *Insights*

The most popular page visitors navigate to is the /thingstodo

Your most popular traffic source is direct search

Visitors from Direct spend more time on your site





**MAJOR CITY GOAL FY 2020-21 YEAR-END IMPLEMENTATION REPORT**

**ECONOMIC DEVELOPMENT**

**GOAL STATEMENT**

Develop and implement economic development strategies that support business retention and attraction, tourism marketing and development, revenue generation and effective permit processing.

**STAFF LEAD: Matthew Bronson, City Manager; Bruce Buckingham, Community Development Director**

TASK	PLANNED	STATUS	YEAR-END COMMENTS
<b>Business Retention and Attraction</b>			
1. Work with Chamber to meeting periodically with local businesses on key issues facing business community	Ongoing	Completed	City contracted with the Chamber for economic development services including business outreach meetings.
2. Work with Chamber to promote use of new Grover Beach co-working space as business development strategy	July 2020	Deferred	Co-working space put on hold given current remote work emphasis with COVID restrictions.
3. Develop and implement business support initiative with remaining SB 1090 funds	July 2020	Completed	Partnered with Chamber on business support focused on COVID recovery including microgrants and local spending.
4. Collaborate with partner agencies to identify economic development strategies to support regional economy	Ongoing	Completed	City is working with REACH, Cal Poly Local Economic Development Committee, and other cities on regional efforts.
5. Work with Digital West on marketing efforts to promote broadband use by businesses as service begins	Ongoing	Deferred	Digital West retooling its marketing efforts as it develops future expansion plans in Grover Beach with broadband access also promoted by the Chamber.
<b>Tourism Development</b>			
1. Begin oversight and construction management for Urban Commons hotel on El Camino Real	March 2021	Deferred	Property now owned by lender with plans for sale and City will work with new owner to update plans and permits.
2. Continue processing development application for 1598 El Camino Real hotel project for Council consideration and entitlement	September 2020	Completed	Development application and related actions approved by Council in August 2020. Staff will expedite permit processing when applicant submits construction plans.



## MAJOR CITY GOAL FY 2020-21 YEAR-END IMPLEMENTATION REPORT

### ECONOMIC DEVELOPMENT

3. Continue involvement in Grover Beach Lodge project in conjunction with lead agency State Parks and issue City permits for initial construction	June 2021	Deferred	Development plans were on hold due to COVID-19 impacts with developer submitting request in June 2021 for additional permit time extension to complete State permitting process.
4. Begin tourism marketing discussions including formation of a Tourism Business Improvement District to promote tourism to Grover Beach	July 2020	Completed	Tourism marketing work initiated by the Chamber with Visit Grover Beach brand, website, and social media platforms developed and promoted.
<b>Commercial Cannabis Activities</b>			
1. Continue compliance activities and revenue collection for commercial cannabis businesses	Ongoing	Completed	Compliance and revenue collection activities carried out for 12 commercial cannabis businesses currently operating.
2. Process additional development applications for commercial cannabis businesses	Ongoing	Completed	31 cannabis businesses have been entitled to date with five new businesses under construction and three in plan check.
3. Review current ordinances, regulatory costs and fees, and tax structure and engage the Council on potential changes	April 2021	Completed	Policy item brought to Council in May 2021 with direction to consider onsite consumption lounges and review tax rates in FY 2021-22.
4. Revise ordinances as directed by Council and present revised ordinances for adoption	June 2021	In Progress	Ordinance amendments will be brought to the Council for consideration in fall 2021.
<b>Permit Processing</b>			
1. Begin update of Engineering City Standards and Specifications	July 2020	In Progress	Update of standards and specifications underway following hiring of Senior Engineer in November 2020.
2. Complete Engineering City Standards and Specifications	December 2020	In Progress	Work is now underway given staffing capacity with anticipated completion by December 2021.
3. Continue to implement other recommendations from 2018 development review study to streamline development review process	Ongoing	In Progress	Implementation of recommendations continues while balanced with workload from other projects.



## MAJOR CITY GOAL FY 2020-21 YEAR-END IMPLEMENTATION REPORT

### ECONOMIC DEVELOPMENT

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#### Key Policy/Operational Issues

- Extent of economic losses in the wake of the COVID-19 pandemic and need for City support for the business community
- Continued implementation of economic development services contract with the South County Chambers of Commerce to improve business retention, recruitment, and tourism marketing
- Continued focus on commercial cannabis industry and hotel development projects given economic activity and development opportunities along with additional tax revenues
- Importance of maximizing potential of broadband network for business attraction and retention
- Involvement in regional economic development strategies to ensure community economic vitality in the future particularly to recover from the COVID-19 pandemic



## MAJOR CITY GOAL FY 2021-22 WORK PROGRAM

### ECONOMIC DEVELOPMENT

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#### GOAL STATEMENT

Develop and implement economic development initiatives that include COVID-related economic recovery strategies, business retention and attraction, effective and timely permit processing, and tourism promotion including marketing, attracting hotels along Grand Avenue, and ensuring compatible beach uses.

**STAFF LEAD: Matthew Bronson, City Manager; Bruce Buckingham, Community Development Director**

TASK	DATE
<b>Business Retention and Attraction</b>	
1. Work with Chamber to conduct outreach with local businesses on key issues facing Grover Beach businesses including periodic meetings and surveys	July 2021
2. Work with Chamber on implementation of data-based business attraction strategy including marketing campaign, leads development, site selection, and other efforts.	July 2021
3. Work with Chamber to continue assisting businesses with COVID-19 compliance and recovery efforts such as providing additional grant assistance	July 2021
4. Work with Chamber to enable businesses to improve their marketing through digital marketing bootcamps in partnership with SLO Partners	July 2021
5. Continue to collaborate with regional partner agencies to identify economic development strategies to support regional economy	July 2021
6. Work with Digital West to continue marketing efforts to promote broadband use by businesses	July 2021
<b>Tourism Development</b>	
1. Process building permits for 1598 El Camino Real hotel project upon submittal by developer	December 2021
2. Continue involvement in Grover Beach Lodge project in partnership with lead agency State Parks and issue City permits for initial offsite construction upon plan submittal and approval	June 2022
3. Work with Chamber to begin tourism marketing campaign to promote Grover Beach as a desirable tourism destination and assist tourism-related businesses in their marketing efforts	July 2021
<b>Commercial Cannabis Activities</b>	
1. Process additional development applications for commercial cannabis businesses	Ongoing
2. Review current ordinances, regulatory costs and fees, tax structure, and other policy issues and engage the Council on potential policy or operational changes	April 2022



## MAJOR CITY GOAL FY 2021-22 WORK PROGRAM

### ECONOMIC DEVELOPMENT

3. Revise ordinances as directed by Council and present revised ordinances for adoption	June 2022
<b>Permit Processing</b>	
1. Complete update of Engineering City Standards and Specifications including items related to business permitting	December 2021
2. Continue to implement other recommendations from 2018 development review study to streamline development review process	Ongoing

### KEY POLICY/OPERATIONAL ISSUES

- Continuation of economic development services contract with the South County Chambers of Commerce to improve business retention, recruitment, and marketing
- Continued focus on commercial cannabis industry and hotel development projects given economic activity and development opportunities along with additional tax revenues.
- Need to continue working with Digital West to maximize potential of broadband network for business attraction and retention
- City's involvement in regional economic development strategies to ensure community economic vitality in the future

### FINANCIAL RESOURCES REQUIRED

FY 2021-22 Cost Summary	
Economic development agreement with South County Chambers of Commerce	\$100,000
<b>Total</b>	<b>\$100,000</b>

FY 2021-22 Funding Sources	
General Fund funding	\$100,000
<b>Total</b>	<b>\$100,000</b>



**AGREEMENT BETWEEN THE CITY OF GROVER BEACH  
AND THE SOUTH COUNTY CHAMBERS OF COMMERCE  
FOR ECONOMIC DEVELOPMENT SERVICES**

This AGREEMENT is made and entered into by and between the City of Grover Beach, a municipal corporation (hereinafter called “City”), and the South County Chambers of Commerce, a California non-profit corporation (hereinafter called “Chamber”).

WHEREAS, City and Chamber will benefit from business retention and attraction, tourism marketing, and workforce training within Grover Beach;

WHEREAS, Chamber and City have a record of working together to achieve a viable and vibrant business community; and

WHEREAS, Chamber and City desire to continue and enhance those efforts through focused economic development efforts funded by the City.

NOW, THEREFORE, the parties agree as follows:

**Section 1. Intent**

City and Chamber recognize the strength and successes of collaboration and cooperation. It is the intent of this Agreement to continue the formalized cooperative agreement between the two parties to further the business climate in Grover Beach in an effective and efficient manner. This Agreement describes the scope of services Chamber will provide with funding provided by City during the term of this Agreement. This Agreement is not intended to be all-inclusive of all efforts between the parties regarding economic development but does set forth the parties’ understanding of the use of the Funding.

**Section 2. Term**

This Agreement shall remain in full force and effect from July 1, 2021 until June 30, 2023, unless terminated earlier as provided in Section 11 of this Agreement.

**Section 3. Funding and Scope of Work**

During the term of this Agreement, the City shall provide a total of \$170,000 to the Chamber over the term of this Agreement for services and activities shown in Exhibit A along with the estimated timeframe for completion. The City will provide a monthly payment of \$8,333 over the first year of this Agreement and a monthly payment of \$5,833 over the second year of this Agreement given the timing of the activities shown in Exhibit A.

## **Section 4. Other Activities**

### **A. Chamber shall also do the following:**

1. Ensure no funding provided by City shall be used to support activities that generally serve and benefit only Chamber membership or programs not directly related to the economic development program described in this Agreement;
2. Operate the program hereunder for the general public good for the promotion of business, industry, and trade within City;
3. Make its books and financial records, concerning the funds expended under this Agreement, available to City for inspections, review and audit; and
4. Establish and maintain an accounting system in accordance with generally accepted accounting principles and standards. The system shall detail all costs chargeable to City under this Agreement and shall substantiate all such costs and comply with any applicable State and Federal standards.

### **B. Chamber shall not use City funding for any of the following:**

1. Attempting to influence legislation;
2. Organizing or engaging in protests, petitions, boycotts, or strikes;
3. Assisting, promoting or deterring union organizing;
4. Impairing existing contracts for services or collective bargaining agreements;
5. Engaging in partisan political activities or other activities designed to influence the outcome of an election to any public office;
6. Participating in, or endorsing, events or activities that are likely to include advocacy for or against political parties, political platforms, political candidates, proposed legislation, or elected officials;
7. Engaging in religious instruction; conducting worship services, providing instruction as part of a program that includes mandatory religious instruction or worship, constructing or operating facilities devoted to religious instruction or worship, maintaining facilities primarily or inherently devoted to religious instruction or worship, or engaging in any form of religious proselytization;
8. Any other activity prohibited by any law, rule or regulation or City cannot legally perform or participate in.

## **Section 5. Payments**

Chamber shall submit an invoice for each monthly payment for expenditures consistent with this Agreement. City shall provide payment to Chamber within 14 days after receipt of a request.

## **Section 6. Reporting**

- A. Chamber, through its Executive Director, and City, through its City Manager, shall meet regularly to collaborate and coordinate economic development strategies.
- B. Chamber shall present quarterly reports to the City Manager and bi-annual reports to the City Council at a regularly scheduled City Council meeting on the status of the Chamber's efforts. The reports shall include:
  - 1. Key activities in implementing the tasks listed in Section 3 of this Agreement;
  - 2. Quantitative and qualitative data that measure Chamber's success reflective of key deliverables;
  - 3. Number of City businesses that received direct assistance from Chamber for business retention or expansion;
  - 4. Number of prospective businesses Chamber talked with about relocating to or opening in City; and
  - 5. Chamber staff involved to support the work of this Agreement.
- C. Chamber shall provide City Manager with the first quarterly report by September 30, 2021 and provide the first bi-annual report to the City Council by January 31, 2022. The reporting schedule after that point will be determined by mutual agreement by the parties. The Chamber shall also provide a report reviewed by a Certified Public Accountant, itemizing how Chamber expended City's payment specified in Section 3. Such report shall provide separately detailed accounts for each program funded by City and be due no later than 6 months after the end of the term. This provision shall survive the termination of this Agreement.

## **Section 7. Ownership of Work Product**

- A. Unless otherwise agreed upon in writing, all reports, documents, or other written or visual material or any other material in any media, including any images, taglines, logos, or other media created or developed by Chamber or any third party contracted by Chamber, in the performance of this Agreement, if paid in whole by the funding provided by this Agreement ("Work Product") shall be and remain the property of City without restriction or limitation upon its use or dissemination by City. All Work Product shall be considered to be "works made for hire," and all such Work Product and any and all intellectual property rights arising from their creation, including, but not limited to, all copyrights and other proprietary rights, shall be and remain the property of City without restriction or limitation upon their use, duplication or dissemination by City. Chamber shall not obtain or attempt to obtain copyright protection as to any of the Work Products.

- B. It is understood and agreed Chamber currently owns exclusively intellectual property rights to its name, committee and event titles, and logos, which will be utilized in the performance of this Agreement, (“Chamber Property”). Chamber reserves all rights, title and interest in Chamber Property, and hereby grants City a revocable, nonexclusive, license to the use of Chamber Property to the extent it becomes incorporated into, and inseparable from, the Work Product.
- C. This section shall survive termination of this Agreement.

### **Section 8. Assignment**

This Agreement shall not be assigned by Chamber without the written consent of City.

### **Section 9. Independent Contractor**

At all times during the term of this Agreement, Chamber shall be independent contractors and their officers, employees and agents shall not be employees of City.

### **Section 10. Personnel**

Chamber represents it has, or will secure at its own expense, all personnel required to perform the services under this Agreement. Chamber shall be solely responsible for the work performed by third party contractors, including timely performance and payment.

### **Section 11. Termination of Agreement**

City or Chamber may terminate this Agreement at any time, with or without cause, upon thirty-days written notice to the other party. In the event of such termination, City shall pay Chamber for all costs and obligations reasonably incurred by Chamber in satisfactorily performing its services under this Agreement prior to the date of termination, and such payment shall be in full satisfaction of City's obligations hereunder. City shall not be obligated to pay additional funds after issuance or receipt of such notice.

### **Section 12. Insurance**

- A. Chamber shall at all times during the term of this Agreement carry, maintain, and keep in full force and effect, a policy or policies of Comprehensive General Liability Insurance written on a per occurrence basis with minimum limits of Two Million Dollars (\$2,000,000) for each occurrence, combined single limit, against any personal injury, death, loss or damage resulting from the wrongful or negligent acts by Chamber.
- B. Chamber agrees to maintain in force at all times during the performance of work under this Agreement workers' compensation and employer's liability insurance as required by law.
- C. Chamber agrees to maintain Business Auto Coverage on ISO Business Auto Coverage form CA 00 01 including symbol 1 (Any Auto) or the exact equivalent. Limits are subject to review, but in no event to be less than \$1,000,000 per accident. If Chamber owns no vehicles, this requirement may be satisfied by a non-owned auto endorsement to the general liability policy described above. If Chamber or Chamber’s employees will use personal autos in any way to perform the Scope of

Services, then Chamber shall provide evidence of personal auto liability coverage for each such person.

- D. Chamber shall require each of its sub-consultants or sub-contractors to maintain insurance coverage, which meets all of the requirements of this Agreement unless otherwise determined by the City's Risk Manager.
- E. The policy or policies required by this Agreement shall be issued by an insurer admitted in the State of California and with a rating of at least a B+; VII in the latest edition of Best's Insurance Guide.
- F. If Chamber fails to keep the aforesaid insurance in full force and effect, then City shall notify Chamber it is a breach of this Agreement and Chamber has three days to cure such breach. If such breach is not cured by Chamber as required in this paragraph, then City may terminate this Agreement or, if insurance is available at a reasonable cost, then City may take out the necessary insurance and pay, at Chamber's expense, the premium thereon. Chamber is under a continuing obligation to maintain the aforesaid insurance irrespective of whether City provides such notification to Chamber.
- G. At all times during the term of this Agreement, Chamber shall maintain on file with City's Risk Manger a certificate or certificates of insurance on the form required by City, showing the aforesaid policies are in effect in the required amounts. Chamber shall, prior to commencement of work under this Agreement, file with the Risk Manager such certificate or certificates. The policies of insurance required by this Agreement shall contain an endorsement naming City, its officers, employees and agents as an additional insured. All of the policies required under this Agreement shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty-days' prior written notice to City, and specifically stating that the coverage contained in the policies affords insurance pursuant to the terms and conditions as set forth in this Agreement.
- H. The insurance provided by Chamber shall be primary to any coverage available to City. The policies of insurance required by this Agreement shall include provisions for waiver of subrogation.
- I. Any deductibles or self-insured retentions must be declared to and approved by City prior to commencing work under this Agreement.

### **Section 13. Indemnification**

Chamber shall defend, indemnify, and hold harmless City, its officials, officers, employees, volunteers and agents serving as independent contractors in the role of City officials (collectively "Indemnitees") from any and all claims, demands, causes of action, costs, including reasonable attorney's fees and court costs,, expenses, liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, ("Damages") in any manner arising out of or incident to any act or omission of Chamber or any of its employees or its agents in connection with the performance of this Agreement, including without limitation the payment of all consequential damages and reasonable attorney's fees and other related costs and expenses, except for such loss or

damage arising from the sole negligence or willful misconduct of any of the Indemnitees; provided, that the obligation to indemnify and hold harmless is only to the extent Chamber or its officers, employees or agents cause the Damages. All duties of Chamber under this Section shall survive termination of this Agreement.

#### **Section 14. Extent of Agreement**

This Agreement represents the entire and integrated Agreement between the parties on the matters included herein and supersedes any and all prior negotiations, representations or agreements, instrument signed by all parties to this Agreement. This Agreement may be amended at any time by the mutual consent of the parties by an instrument in writing.

#### **Section 15. Severability**

Invalidation of any provision contained herein or the application thereof to any person or entity by judgment or court order shall in no way affect any of the other covenants, conditions, restrictions, or provisions hereof, or the application thereof to any other person or entity, and the same shall remain in full force and effect.

#### **Section 16. Waiver**

No delay or omission in the exercise of any right or remedy by non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. A party's consent to or approval of any act by the other party requiring the party's consent or approval shall not be deemed to waive or render unnecessary the other party's consent to or approval of any subsequent act. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

#### **Section 17. Interpretation**

The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

#### **Section 18. Counterparts**

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and such counterparts shall constitute one and the same instrument.

#### **Section 19. Attorneys' Fees**

If either party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which any be granted, whether legal or equitable, shall be entitled to reasonable attorney's fees, whether or not the matter proceeds to judgment.

**Section 20. Non-liability of City Officers and Employees**

No officer or employee of the City shall be personally liable to the Chamber, or any successor in interest, in the event of any default or breach by the City or for any amount, which may become due to the Chamber or to its successor, or for breach of any obligation of the terms of this Agreement.

**Section 21. California Law**

This Agreement shall be interpreted, construed and governed both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of San Luis Obispo, State of California. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Central District of California, in the County of San Luis Obispo, State of California.

**Section 22. Notice**

Whenever it shall be necessary for any party to serve notice on another respecting this Agreement, such notice shall be served by certified mail, postage prepaid, to the addresses below, unless and until a different address may be furnished in writing by any party:

To City:           City Manager  
                      City of Grover Beach  
                      154 S. 8<sup>th</sup> Street  
                      Grover Beach, CA 93433

To Chamber:    President/CEO  
                      South County Chambers of Commerce  
                      800 A West Branch Street  
                      Arroyo Grande, CA 93420

Such notices shall be deemed to have been served within seventy-two hours after the same has been deposited in the United States Post Office by certified mail. This shall be valid and sufficient service of notice for all purposes.


IN WITNESS WHEREOF, the parties hereto have executed this Agreement the 1<sup>st</sup> day of July 2021, at Grover Beach, California.

CITY OF GROVER BEACH


By:   
MATTHEW BRONSON  
City Manager

SOUTH COUNTY CHAMBERS OF COMMERCE

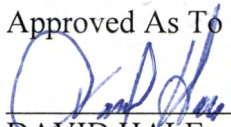
By:   
JOCELYN BRENNAN  
President/CEO

By:   
JILL QUINT  
Chairperson

Attest:

  
WENDI SIMS,  
City Clerk

Approved As To Form:

  
DAVID HALE  
City Attorney



**EXHIBIT A  
SCOPE OF SERVICES**

<b>Contract for Services</b>	<b>Timeline</b>	<b>Funding</b>
<p><b>Business Retention and Attraction</b>            Conduct comprehensive survey and roundtable meetings, of current businesses and corresponding follow-up with analysis for business retention. Aggregate and interpret Grover Beach business data and survey results to implement key business attraction strategy and business engagement liaison for lead generation, business tours and consultation. Partner with Workforce Development Board, trade unions, SLO Partners in Education, REACH, Visit SLO CAL, and others on business expansion opportunities.</p> <p><b>Economic Asset Website:</b> Manage website and update current assets and opportunities. Digital ads to drive traffic and generate leads.</p>	<p>7/1/2021- 6/30/2023</p>	<p>\$140,000  <i>(\$70,000 per year)</i></p>
<p><b>Tourism Marketing</b>            Implement Visit Grover Beach tourism marketing work including updates and management of visitgroverbeach.com including search engine optimization and social media campaigns with creating and executing content and boosted promotions with 1-2 posts per week.</p>	<p>7/1/2021 – 6/30/2022</p>	<p>\$20,000</p>
<p><b>Workforce Training Scholarships</b>            In collaboration with SLO Partners, reach out to businesses and residents of Grover Beach to assess future workforce needs and promote business and skills expansion through bootcamp trainings.</p>	<p>7/1/2021 – 6/30/2022</p>	<p>\$10,000</p>