

PROFESSIONAL SERVICES CONTRACT

This Professional Services Agreement (“Agreement”) is established as of the ___ day of _____, 2025, between the City of La Habra, a municipal corporation (“City”), and the North Orange County Chamber, also referred to as the Fullerton Chamber of Commerce, operating as North Orange County Chamber (NOCC), a California nonprofit mutual benefit corporation (“Chamber”).

PREAMBLES

WHEREAS, the City acknowledges the crucial importance of its small business sector as the cornerstone of local employment, essential services, and economic prosperity; WHEREAS, the Chamber, with over 132 years of experience representing businesses and municipalities across North Orange County, has developed a reliable framework for enhancing business visibility, regulatory adherence, and community involvement; WHEREAS, the City seeks to collaborate with the Chamber to deliver professional business support, marketing visibility, and advocacy services to all licensed small enterprises within the City of La Habra; and WHEREAS, the Chamber is prepared and capable of providing such services in accordance with the stipulated terms and conditions. Consequently, in light of the reciprocal commitments and agreements stated herein, the parties concur as follows:

1. DURATION OF AGREEMENT

This Agreement shall begin upon approval by the La Habra City Council and execution by both parties, remaining in effect for one (1) year unless terminated or extended earlier by mutual written consent. Before expiration, the parties shall complete an annual program review to assess performance and establish renewal terms.

2. SCOPE OF SERVICES

A. La Habra Business Membership Initiative

The Chamber will provide membership services to all authenticated, licensed small enterprises situated within the City of La Habra. Every participating enterprise shall obtain:

- A live landing page on the Chamber's website, consisting of up to 1,600 characters, created and optimized by the Chamber.
- Integration of SEO metadata and keywords to enhance search visibility.
- A maximum of five (5) external URLs and one (1) embedded YouTube video. Video supplied by member.
- A photo gallery and banner image including secure "contact" capabilities via the Chamber site.
- Links to social media and contact information if applicable, along with an optional biography of the owner or business.
- Inclusion in the Chamber's regional internet directory, which receives approximately 70,000 monthly views.
- Opportunity to post events, job listings, and promotions on the Chamber's calendar, which receives around 12,000 to 14,000 views monthly.
- Automated promotion of listings across Chamber social media sites, reaching about 90,000 individuals monthly.
- Access to monthly business workshops, discounted rates for mixers, and qualifying for ChamberTalk features.

- Access to the member portal for analytics, including site views, searches, impressions, and engagement metrics.
- This program offers an estimated annual marketing value of \$1,200 per business, available for a fee of \$100 per firm.
- B. Membership and Partnership Advantages in the City of La Habra
- Dissemination of municipal events, employment opportunities, and community announcements through Chamber platforms.
- Exhibition of a City of La Habra flag (supplied by the Chamber) during events organized by the Chamber.
- Incorporation of the City's emblem on Chamber letterhead and digital correspondences.
- An invitation for the Mayor and/or Council Members to participate individually on the ChamberTalk podcast, disseminated across all Chamber media platforms.
- Continuous communication with the City Manager's Office regarding vendor recommendations, business introductions, and economic development efforts.

C. Relationship Facilitation and Economic Assistance

The Chamber will serve as a conduit for collaboration between the City, local business proprietors, and regional stakeholders. At the request of interested parties, the Chamber may facilitate meetings among City officials, business leaders, and industry stakeholders to discuss local or regional economic concerns.

D. Business Referrals, Collaboration, and Advocacy

- Address public queries and direct business referrals to affiliated La Habra enterprises.
- Facilitate introductions and collaborations among local and regional organizations.
- Foster active relationships with regional, state, and federal representatives to advocate for businesses in North Orange County.
- Facilitate the City's connections with prospective vendors, developers, and investors.
- Facilitate international commerce collaboration by establishing collaborations with the Korean and Mexican Consulates to enhance visibility and cross-border business prospects.
- Chamber cooperation directly facilitated the attraction of a multinational employer currently operating in La Habra and hiring local inhabitants.

E. Supplementary Services and Event Involvement

The Chamber may provide supplementary marketing, sponsorship, or promotional opportunities beyond the parameters of this Agreement. These services shall be optional and may be acquired individually by enterprises or by the City.

Further Clarification: Tickets for events, sponsorships, or participation fees for City Council members, City staff, or other City representatives are excluded from this Agreement and will be invoiced separately by the Chamber, at standard member rates or as otherwise mutually agreed in writing.

3. REMUNERATION AND DISBURSEMENT

- Per-Business Fee: \$100 for each licensed business, determined by the City's confirmed business-license tally at the time of execution.
- Activation and Administrative cost: A one-time establishment cost of no less than \$30,000, subject to modification based on program scope.
- Payment Terms: A single full payment is required upon the completion of this Agreement, to be remitted within thirty (30) days of the invoice date.
- The Chamber shall refrain from invoicing the City for any supplementary charges unless explicitly authorized in writing by both parties.

4. REPORTING AND ACCOUNTABILITY

- The Chamber should provide quarterly reports detailing participation metrics, online engagement, and visibility statistics.
- A year-end evaluation will be performed with the City Manager's Office or appointed Economic Development personnel to assess program outcomes and deliberate on renewal.
- Renewal years will not involve a setup fee unless there are substantial alterations to the business count or program structure.

5. CONFIDENTIALITY AND DATA UTILIZATION

- The Chamber shall uphold stringent confidentiality regarding any business-license data supplied by the City and shall utilize such data exclusively for outreach, verification, and program administration purposes.
- Once a business consents and a public landing page is established, that information is rendered public.
- The Chamber shall refrain from selling, leasing, or otherwise disseminating any City-provided data to third parties.

6. MUNICIPAL RECOGNITION AND MEDIA EXPOSURE

- Incorporate the City's logo and acknowledgment on all printed, digital, and social media items pertaining to the program.
- Exhibit a co-branded pull-up banner with the City's emblem and a dynamic QR code directing to the City's official website at all Chamber-hosted events.
- Ensure continuous acknowledgment of the City's leadership via video reels, ChamberTalk segments, and social media promotion.

7. INDEPENDENT CONTRACTOR

- The Chamber is, and shall perpetually remain, an independent contractor, not an employee, agent, or representative of the City. The Chamber shall maintain complete authority over its staff, activities, and performance methodologies.

8. INDEMNIFICATION

- Each party consents to indemnify, defend, and protect the other against all claims, liabilities, losses, or damages, including reasonable attorney's fees, resulting from its own negligence or intentional misconduct related to the execution of this Agreement.

9. ASSIGNMENT

- No party may assign or transfer this Agreement, in whole or in part, without obtaining prior written approval from the other party.

10. GOVERNING LAW

- This Agreement shall be governed by and interpreted in conformity with the laws of the State of California.

11. COMPLETE AGREEMENT

- This Agreement represents the complete agreement between the parties about the subject matter included herein and overrides any previous talks or understandings. All alterations must be documented in writing and executed by both parties.

12. SIGNATURES IN WITNESS

The parties have executed this Agreement as of the date initially stated above.
City of La Habra

Authored by: _____

Name:

Title:

Date:

NORTH ORANGE COUNTY CHAMBER OF COMMERCE
Fullerton Chamber of Commerce, doing business as North Orange County Chamber (NOCC), is a California Nonprofit Mutual Benefit Corporation.

Authored by: _____
Andrew W. Gregson, President and Chief Executive Officer

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