

**IRVINE ECONOMIC DEVELOPMENT GRANTS PROGRAM FUNDING
AGREEMENT**

This IRVINE ECONOMIC DEVELOPMENT GRANTS PROGRAM FUNDING AGREEMENT (“Agreement”) is entered into on January 1, 2026 (“Effective Date”), by and between the **CITY OF IRVINE**, a California municipal corporation (“City”), and the **GREATER IRVINE CHAMBER OF COMMERCE**, a California nonprofit corporation (“Chamber”).

RECITALS

- A. City receives funding pursuant to Section 4 of City Council Resolution No. 23-27 for the provision and staffing of tourism and economic development programs in City.
- B. Chamber is an Irvine-based nonprofit corporation working to advance the economic vitality in City, with a focus on assisting new and existing local businesses.
- C. City and Chamber desire to establish the requirements and City-based funding for the Irvine Economic Development Grants Program (“Grant Program”) described on Exhibit A attached hereto and incorporated herein by this reference, and for further City-based funding for Chamber’s direct provision of the additional programs and services described on Exhibit B attached hereto and incorporated herein by reference (the “Additional Chamber Programs and Services”), both subject to the terms and conditions of this Agreement. The Grant Program and Additional Chamber Programs and Services may collectively be referred to herein as the “Program.”

AGREEMENT

1. **Term and Termination.**

1.1 **Term.** The term of this Agreement shall commence on the Effective Date, and shall continue thereafter until August 30, 2027 unless earlier terminated or amended pursuant to the terms hereof.

1.2 **Termination.** Either party may terminate this Agreement for any reason upon thirty (30) days’ written notice to the other party. Upon receipt of a notice of termination by City or delivery of a notice of termination to City, Chamber shall immediately cease any expenditure of the Program Funds, and shall not be entitled to use any portion of the Program Funds for any purpose. Notwithstanding the foregoing, Chamber may still expend Program Funds which were irrevocably committed to be used prior to the delivery of a notice of termination, subject to written documentation evidencing the same submitted to City.

1.3 **Obligations Survive Term.** Notwithstanding the expiration or earlier termination of this Agreement, Chamber’s obligations to City shall not terminate until all closeout requirements are completed. In addition, the following obligations of Chamber shall survive the termination of this Agreement by a period of four (4) years:

- (a) the obligation to repay City Program Funds (defined below) used for ineligible expenditures or otherwise required to be repaid under this Agreement;

(b) Article 3, and Sections 2.4, 4.4 and 4.5 of this Agreement; and

(c) any other obligations which cannot by their nature be performed until after the expiration or earlier termination of this Agreement.

No termination under this Agreement shall release either party then in default from liability for such default. All terms of this Agreement shall survive as necessary for the purpose of enabling either party to enforce its provisions or pursue an action with respect to a default of this Agreement.

2. Program Funds. An amount not to exceed Fifty Thousand Dollars and Zero Cents (\$50,000.00) is available to Chamber hereunder for the Grant Program (the “Grant Program Funds”), and an amount not to exceed Two Hundred Thousand Dollars and Zero Cents (\$200,000.00) is available to Chamber hereunder for the Additional Chamber Programs and Services (the “Additional Chamber Programs and Services Funds”), both subject to Chamber’s compliance with all terms and conditions of this Agreement. The Grant Program Funds and Additional Chamber Programs and Services Funds shall collectively be referred to herein as the “Program Funds.” The Program Funds will be funded through City’s Irvine Recovery Plan (IRP) Fund.

2.1 Restricted Use of Grant Program Funds, Grant Agreements.

2.1.1 *Restricted Use of Grant Program Funds.* Chamber shall cause the Grant Program Funds to be expended and used solely for the Grant Program, as further described on Exhibit A, and for no other purpose.

2.1.2 *Grant Agreement Required.* As more specifically described on Exhibit A, the Grant Program Eligible Expenses shall be the provision economic development grants (each a “Grant”) of Grant Program Funds to eligible grantees (each a “Grantee”). The Grants shall be distributed pursuant to a grant or funding agreement in a form approved by City (each a “Grant Agreement”), which shall include, among other requirements, (a) a requirement for the Grantee to indemnify, defend, and hold City and its employees, officials, officers, agents, volunteers, and representatives harmless from any and all claims, damages, costs, and any other liabilities arising from or related to distribution of the Grant and Grantee’s use thereof, and (b) a requirement for the Grantee to deliver to Chamber a report on or before June 1, 2027 detailing all information Chamber requires to satisfactorily complete the Grant Report described in Section 3.3.

2.2 Distribution of Grant Program Funds.

2.2.1 *Grant Program Notice Required.* Prior to any distribution of Grant Program Funds, Chamber shall provide to City a written notice (“Grant Program Notice”) which shall include, to the satisfaction of City: (a) the identity of all proposed Grantees, (b) the amount of each proposed Grant, (c) a copy of the proposal for funding from the proposed Grantee, (d) the form of Grant Agreement for each proposed Grant, (e) an affirmative statement that Chamber and each proposed Grantee is ready to execute the Grant Agreement, and (f) any other information reasonably required by City.

2.2.2 *Distribution of Grant Program Funds.* Within thirty (30) days of City’s receipt and approval of all contents in the Grant Program Notice, City shall pay to Chamber an

amount of Grant Program Funds not to exceed the lower of (a) the total grant amount indicated on the Grant Program Notice, or (b) Fifty Thousand Dollars and Zero Cents (\$50,000.00).

2.2.3 *Not to Exceed Amount.* In no event shall the Grant Program Funds exceed Fifty Thousand Dollars and Zero Cents (\$50,000.00).

2.3 Restricted Use of Additional Chamber Programs and Services Funds. Chamber shall cause the Additional Chamber Programs and Services Funds to be expended and used solely for the Additional Chamber Programs and Services, as further described on Exhibit B that are actually and reasonably incurred by Chamber during the term of this Agreement, and for no other purpose.

2.4 Sustainability Plan. The Additional Chamber Programs and Services Funds are supplied as one-time support to assist Chamber in recovery from post-COVID losses and to support and launch the Additional Chamber Programs and Services. With the exception of Grant Program administration, the Additional Chamber Programs and Services shall continue at Chamber's sole cost and expense (subject to adjustments and improvements) on a continuous basis past the Term of this Agreement and City's disbursement of the Additional Chamber Programs and Services Funds. Chamber shall comply with the sustainability plan ("Sustainability Plan") attached hereto as Exhibit C and incorporated herein by this reference, which Sustainability Plan details Chamber's operational, administrative, and financial plan to independently continue and support the Additional Chamber Programs on a continuous basis past the Term of this Agreement. This obligation shall survive the Term of the Agreement.

2.5 Distribution of Additional Chamber Programs and Services Funds. Within thirty (30) days of execution of this Agreement, City shall disburse the Additional Chamber Programs and Services Funds to Chamber. In no event shall the Additional Chamber Programs and Services Funds exceed Two Hundred Thousand Dollars and Zero Cents (\$200,000.00), even if the cost to Chamber for providing the Additional Chamber Programs and Services Funds exceeds such amount.

2.6 Eligible Expenses. As used in this Agreement, the term "Eligible Expenses" shall refer to the Grant Program Eligible Expenses for the Grant Program, and the Additional Chamber Programs and Services Eligible Expenses for the Additional Chamber Programs and Services, as applicable.

2.7 Return of Program Funds. Upon termination of this Agreement, Chamber shall forfeit all Program Funds retained for which Eligible Expenses have not been incurred prior to the termination, or earlier notice of termination pursuant to Section 1.2. In addition, if it is reasonably determined by City as a result of a report, audit, or otherwise, that any of the disbursements of Program Funds were improper, made for expenditures which are not Eligible Expenses, or were otherwise made in violation of this Agreement, Chamber shall immediately repay to City the amounts of such disbursements, and in no event later than ten (10) days of demand.

2.8 Provision of Program Funds City's Sole Obligation. Other than the disbursement of the Program Funds, City shall have no further obligations to Chamber hereunder. Except to the extent City has specifically agreed to provide the Program Funds subject to the terms and

conditions set forth in this Agreement, Chamber shall be responsible for all costs related to the Grant Program and Additional Chamber Programs and Services, even if such costs exceed the Program Funds.

3. Implementation of the Program.

3.1 Program Scope. Chamber shall implement the Program in a professional, diligent, and timely manner consistent with the Program terms and conditions of this Agreement. If Exhibit A for the Grant Program or Exhibit B for the Additional Chamber Programs and Services contain any time periods for completion of particular tasks or services, Chamber shall complete such tasks or services in the time provided. All Chamber's directors, employees, agents, and volunteers ("Chamber Personnel") implementing the Program shall be fully qualified and authorized pursuant to applicable law to implement the Program.

3.2 Quarterly Reports. Chamber shall provide to City a quarterly written report ("Quarterly Report") which shall be due to City no later than thirty (30) days following the close of each three (3) month period this Agreement is in effect (such that the first Quarterly Report shall be due no later than three (3) months and thirty (30) days following the Effective Date). The Quarterly Report shall include:

(a) A cumulative accounting for the entire year preceding the Quarterly Report that this Agreement was in effect, showing an itemized list of how Program Funds have been used and granted, the relevant category identified on Exhibit B for each of the Additional Program and Services Eligible Expenses, and the remaining amount of unspent Additional Chamber Programs and Services Funds.

(b) Any and all Grants issued (including proposals and Grant Agreements) during the one (1) year period described in subparagraph (a), including amounts;

(c) A summary of all Additional Chamber Programs and Services provided during the one (1) year period described in subparagraph (a), including updates on milestones reached, measurable outcomes achieved, and challenges encountered;

(d) Any additional pertinent information related to Chamber's performance of this Agreement and implementation of the Program during the one (1) year period described in subparagraph (a), including any significant Program achievements, concerns, or developments; and

(e) Any other information reasonably required by City in connection with the terms and conditions of this Agreement, or Chamber's performance of the Program.

3.3 Grant Report. Chamber shall provide to City a written grant report on August 30, 2027 ("Grant Report"). The Grant Report shall include:

(a) A list of all Grantees, the amount of their respective Grants, and the Approved Grant Expenses (defined below) funded by the Grant;

(b) An impact statement, including relevant metrics, demonstrating how each Grant has benefited its respective Grantee and the Irvine community;

(c) Any other information reasonably required by City in connection with the terms and conditions of this Agreement, or the Grant Program.

3.4 Records and Information.

3.4.1 *Information to be Recorded.* Chamber shall keep and maintain thorough recordkeeping documenting the administration of the Program, compliance with this Agreement, and the use of the Program Funds, including itemized accountings of how the Program Funds are used consistent with this Agreement (the “Books and Records”).

3.4.2 *Information and Auditing.* Chamber shall make all Books and Records available to City upon request during regular business hours. Copies of these items are to be made available to City upon request.

3.4.3 *Retention of Records.* All Books and Records shall be kept and prepared in accordance with generally accepted accounting principles or as otherwise required by City. Books and Records shall be retained for at least the later of (a) termination of this Agreement or (b) the date that no Program Funds are in the possession (or constructive possession) of Chamber, and four (4) years thereafter. In the event any litigation, audit, negotiation, or other action involving the Books and Records is commenced prior to the expiration of the foregoing retention period, Chamber shall retain the Books and Records until completion of the action and resolution of all issues which arise from it.

3.5 Third Party Contracts. If Chamber enters into any agreements with contractors, consultants, or other parties (each, an “Other Contracting Party”) for the provision of services for the Program or any activity for which the Program Funds are used (each a “Third Party Contract”), such Third Party Contract shall be subject to the reasonable approval of City and must be consistent with the terms of this Agreement. All Third Party Contracts shall include, among other requirements, a requirement for the Other Contracting Party to indemnify, defend, and hold City and its employees, officials, officers, agents, volunteers, and representatives harmless from any and all claims, damages, costs, and any other liabilities arising from or related to the Other Contracting Party’s performance of the Third Party Contract and use of the Program Funds.

3.6 Survival of Article. The provisions of this Article 3 shall survive the termination of this Agreement.

4. Legal and Risk Matters.

4.1 Compliance with Applicable Law. Chamber and all Chamber Personnel shall observe and comply with all applicable laws, regulations, and rules of governmental agencies having jurisdiction, including without limitation all laws related to the payment of prevailing wages, and shall cause the Program to be operated in compliance with such requirements. Chamber acknowledges and agrees that it shall be and remain, and shall cause all Chamber Personnel performing any work connected to the Program to be and remain, fully knowledgeable and

apprised of all local, state and federal laws, rules and regulations in any manner affecting the performance under this Agreement.

4.2 Licenses, Approvals and Permits. Chamber shall secure, at its sole cost and expense, any and all licenses, permits and approvals that may be required by law for the performance of the Program.

4.3 Chamber Representations and Warranties. Chamber hereby represents and warrants as follows:

(a) *Authorization and Validation.* The execution, delivery and performance by Chamber of this Agreement (i) are within the powers of Chamber and upon its execution will constitute a legal, valid and binding obligation of Chamber enforceable in accordance with its terms, and (ii) will not violate any provisions of law, any order of any court or other agency of government, or any indenture, agreement or any other instrument to which Chamber is a party or by which Chamber, or any of its property, is bound, or be in conflict with, result in any breach of or constitute (with due notice and/or lapse of time) a default under any such indenture, agreement or other instrument, or result in the creation or imposition of any lien, charge or encumbrance of any nature whatsoever upon any of its property or assets, except as contemplated by the provisions of this Agreement.

(b) *Correct Information.* All reports, papers, data and information given to City with respect to Chamber and this Agreement, including the Program, are accurate and correct in all material respects and complete insofar as completeness may be necessary to give City a true and accurate knowledge of the subject matters thereof, and there has been no change in such information.

(c) *Defaults.* Chamber is not a party to any agreement or instrument that will interfere with its performance under this Agreement, and is not in default in the performance, observance or fulfillment of any of the obligations, covenants or conditions set forth in any agreement or instrument to which it is a party.

4.4 Indemnification. To the greatest extent permitted by applicable law, Chamber shall protect, save, defend, indemnify and hold harmless City, its City Council and each member thereof, its officers, agents, and employees from any and all claims, demands, damages and other liability, including costs and attorneys' fees, resulting from or arising out of performance under this Agreement; the use of the Program Funds; the operation of any program or service for which any funding under this Agreement is expended; or in any way connected with the negligent or willful act, omission or error of Chamber, its officers, agents, employees, or business visitors or invitees. All Third Party Contracts and Grant Agreements shall contain a substantially similar indemnity in favor of City at least or more protective than this Section 4.4.

4.5 Insurance. Concurrently with the execution of this Agreement, Chamber shall furnish or cause to be furnished to City evidence reasonably satisfactory to City's City Manager or designee of Commercial General Liability coverage in the amount of at least Two Million Dollars (\$2,000,000) combined single limits, naming City and its officers, officials, employees, volunteers, agents, and representatives as additional insureds. In addition, all such insurance:

(a) shall be primary insurance and not contributory with any other insurance which City or its officers, officials, employees, volunteers, agents, or representatives may have;

(b) shall contain no special limitations on the scope of protection afforded to City or its officers, officials, employees, volunteers, agents, and representatives;

(c) shall be “per occurrence” rather than “claims made” insurance;

(d) shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer’s liability;

(e) shall be written by a California licensed insurer with a Best rating of not less than A:VII;

(f) shall be endorsed to state that any failure to comply with the reporting provisions of the policies shall not affect coverage provided to City and its officers, officials, employees, volunteers, agents, and representatives; and

(g) shall contain a waiver by the insurer of any right to subrogation against City, and its officers, officials, employees, volunteers, agents, and representatives which arises or might arise by reason of any payment under such policy or policies or by reason of any act or omission of City or its officers, officials, employees, volunteers, agents, and representatives.

Chamber shall provide written notice to City within ten (10) working days if: (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; or (3) the deductible or self-insured retention is increased.

Any deductible or self-insured retention must be declared to City. None of the above described policies shall include a deductible or self-insured retention amount of more than Ten Thousand Dollars (\$10,000) unless approved in writing by the City Manager or designee.

Chamber shall also furnish or cause to be furnished to the City Manager or designee evidence reasonably satisfactory to the City Manager or designee that Chamber and any contractor with whom Chamber has contracted for the performance of the Program or this Agreement have current Workers’ Compensation insurance as required by the State of California Labor Code as well as Employer’s Liability Coverage of not less than One Million Dollars (\$1,000,000) per accident. Such insurance shall be endorsed to include a waiver of subrogation rights against City and its officers, officials, employees, volunteers, agents, and representatives, and notice of cancellation as described in subsection (e) above. Such policies shall be written by California licensed insurers with Best ratings of not less than A:VII in the most recent edition of Best Rating Guide.

Nothing in this Section 4.5 shall in any way limit Chamber’s indemnity obligations set forth in Section 4.4 herein.

4.6 Relationship of the Parties. The obligations and participation of City hereunder shall be limited solely to the discretionary issuance of funds to Chamber in accordance with the terms of this Agreement. Any individuals retained or employed by Chamber to provide programs or services under this Agreement shall be considered the employees, agents or independent contractors of Chamber and not of City. Chamber shall be solely responsible for providing its employees with any applicable pay or wages (including, where applicable prevailing wages pursuant to California law), benefits, state and federal employment taxes, and workers' compensation coverage; and for collecting applicable state and federal employment and income taxes and forms; and for otherwise complying with all other legal requirements with respect to those employees. Chamber is not engaged in an employment relationship, partnership or joint venture with City. City shall not have nor exercise any control or direction over the methods by which Chamber or its employees shall perform their work and functions. The parties expressly agree that no act, omission or error of Chamber pursuant to the terms and conditions of this Agreement shall be construed to make or render Chamber or any of its employees the agent, employee or servant of City. Neither Chamber nor any of its employees shall be entitled to vacation pay, sick leave, retirement benefits, Social Security, workers' compensation, disability or unemployment insurance benefits or any other employee benefit of any kind from City.

4.7 Nondiscrimination. Chamber shall not discriminate, in any way, against any person on the basis of race, color, religious creed, national origin, ancestry, sex, age, sexual orientation, physical handicap, medical condition or marital status, or in any other way prohibited by applicable law in connection with or related to the performance of this Agreement.

5. Defaults and Remedies

5.1 Defaults-General. In addition to any other event described in this Agreement as a default, the occurrence of any of the following shall be deemed a default under this Agreement:

(a) The failure or delay by either party to perform any term or provision of this Agreement if such failure is not cured, corrected or remedied within any specific time period set forth in this Agreement.

(b) If no other specific time period is set forth herein, the failure to cure a monetary default under this Agreement (other than any monetary defaults specifically listed in any of the other subparagraphs of this Section 5.1) within ten (10) days after the nonperforming party's receipt of written notice from the other party specifying the nature of the default.

(c) If no other specific time period is set forth herein, the failure to cure a non-monetary default under this Agreement (other than any non-monetary defaults specifically listed in any of the other subparagraphs of this Section 5.1) within thirty (30) days after the nonperforming party's receipt of written notice from the other party specifying the nature of the default.

(d) Any of the warranties or representations made by Chamber herein are or become false, incorrect or misleading in any material respect.

Any party that is in default shall provide immediate written notice to the other party of the

default.

5.2 City Remedies. City may take one or more of the following actions upon default by Chamber:

- (a) Wholly or partially suspend or terminate this Agreement.
- (b) Refuse to pay any or a portion of the Program Funds then-retained by City.
- (c) Require Chamber to repay all or a portion of the Program Funds.
- (d) Initiate legal action to cure, correct, or remedy any default, to recover damages for any default, to recover any amounts due from Chamber hereunder, and/or to obtain any other remedy consistent with the purposes of this Agreement.
- (e) Seek direction from the City Manager, to determine the appropriate remedy.

Except as otherwise expressly provided in this Agreement, any failure or delay by a party in asserting any of its rights and remedies as to any default shall not constitute a waiver of any default, nor shall it change the time of default, nor shall it deprive the non-defaulting party of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert, or enforce any such rights or remedies.

5.3 Rights and Remedies are Cumulative. All remedies provided for herein are cumulative and shall be in addition to any and all other rights and remedies determined appropriate by the City Manager. The exercise by a party of one or more of its rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

6. GENERAL PROVISIONS.

6.1 Notices. All notices required to be delivered under this Agreement to either party shall be delivered to the respective parties at the address set forth next to the party's signature to this Agreement or to such other address as the parties may hereafter designate by written notice to the other party.

6.2 Contract Administration. The City Manager of the City of Irvine or designee shall be authorized to administer this Agreement on behalf of City, and David G. Coffaro shall be the person designated by Chamber to administer this Agreement on behalf of Chamber.

6.3 Nonliability of City Officials and Employees. No member, official, employee, or contractor of City shall be personally liable to Chamber in the event of any default or breach by City or for any amount which may become due to Chamber or on any obligations under this Agreement.

6.4 Applicable Law and Venue. This Agreement shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in a state or federal court situated in the County of

Orange, State of California.

6.5 Attorneys Fees. If either party to this Agreement is required to initiate or defend litigation in any way connected with this Agreement, the prevailing party in such litigation, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to reasonable attorneys' fees from the losing party; provided, however, that the attorneys' fees awarded pursuant to this Section 6.5 shall not exceed the hourly rate paid by City for legal services multiplied by the reasonable number of hours spent by the prevailing Party in the conduct of the litigation. Attorneys' fees shall include attorneys' fees on any appeal, and a party entitled to attorneys' fees shall be entitled to all other reasonable costs for investigating such action, retaining expert witnesses, taking depositions and discovery, and all other necessary costs incurred with respect to such litigation. The court may set attorneys' fees in the same action or in a separate action brought for that purpose.

6.6 Entire Agreement, Waivers, and Amendments. This Agreement including its exhibits integrate all of the terms and conditions mentioned herein, or incidental hereto, and supersedes all negotiations and previous agreements between the parties with respect to all or any part of the subject matter hereof. All waivers of the provisions of this Agreement must be in writing and signed by the appropriate authorities of the party to be charged, and all amendments and modifications hereto must be in writing and signed by the appropriate authorities of City and Chamber.

6.7 Prohibition Against Assignment and Transfer. Neither party may assign or otherwise transfer this Agreement, whether or not voluntarily, involuntarily, or by operation of law without prior written consent of the other party. Any such assignment shall be null and void, and shall entitle the other party to terminate this Agreement immediately effective on the date of the prohibited assignment or transfer.

6.8 Severability. If any term, provision, covenant, or condition of this Agreement is determined to be invalid, void, or unenforceable, the remainder of this Agreement shall not be affected thereby to the extent such remaining provisions are not rendered impractical to perform taking into consideration the purposes of this Agreement.

6.9 Authority to Execute. The person(s) executing this Agreement on behalf of the parties hereto warrant that (a) such party is duly organized and existing, (b) they are duly authorized to execute and deliver this Agreement on behalf of said party, and (c) by so executing this Agreement, such party is formally bound to the provisions of this Agreement.

6.10 Execution in 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.

6.11 Exhibits and Recitals. The Recitals set forth above and Exhibits A, B, and C attached hereto are incorporated into this Agreement as though fully set forth herein.

(Signatures on next page)

IN WITNESS WHEREOF, City and Chamber have entered into this Agreement to be effective as of the date set forth above.

CITY OF IRVINE

1 Civic Center Plaza, Irvine, CA 92606

By: Sean Crumby

DocuSigned by:

Its: City Manager
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GREATER IRVINE CHAMBER OF COMMERCE

36 Executive Park, Suite 100, Irvine, CA 92614

By: Dave Coffaro

Signed by:

Its: Dave Coffaro
09F67AA7755D4CB...

By: Sandra Crouch

Signed by:

Its: Sandra Crouch
895F736F0980457...

Attest:

Signed by:

Its: Carl Petersen
0FCAD91F02E547D...

Its: City Clerk

APPROVED AS TO FORM:
RUTAN & TUCKER, LLP

DocuSigned by:

Its: Jeffrey Melching
DABE8686180C4BB...

EXHIBIT A

GRANT PROGRAM

Grant Program Description: The Grant Program will strengthen Irvine's economic resilience by funding local organizations with a proven track record of supporting business growth, workforce development, and innovation. Chamber shall be the sole administrator of the Grant Program. Chamber may, at any time, develop a further robust Grant Program framework consistent with this Exhibit A.

Eligible Grant Program Expenses: Chamber shall use the Grant Funds exclusively the provision of economic development grants (each a "Grant") to eligible grantees described below (each a "Grantee"). Chamber may not use the Grant Funds for anything other than the Grants, including for related Chamber administration, provision, and monitoring of the Grant Program (provided, however, that such costs may qualify as Additional Chamber Programs and Services Eligible Expenses subject to Exhibit B).

Grant Requirements: Each Grant shall require that the Grant funds only be used for either or both of (a) small business assistance programs, including program-related personnel, benefits, and supplies; and (b) direct assistance provided by the Grantee to small businesses for job and resource navigation, rental assistance, and/or general operating expenses (the "Approved Grant Expenses") and for no other purpose. Approved Grant Expenses do not include anything other than the expenses listed in the foregoing sentence, and specifically do not include the Grantee's (a) regular operating expenses, (b) capital projects, (c) building improvements, (d) space or building rent, utilities, or associated costs, (e) purchase of equipment or supplies such as computers, phones, vehicles, and any other equipment or supplies to be used by the Grantee not related to and required for the Grantee's small business assistance programs, and/or (f) the payment or reimbursement of any pre-existing liabilities, contracts, debts, obligations, income loss, or other expenses. All activities and programs funded by Grants must have a clear Irvine focus, be readily available (available virtually, located in Irvine, and/or a short distance away from Irvine), and provided at no cost to Irvine-based businesses and residents.

In no event shall any individual Grant exceed Fifty Thousand Dollars and Zero Cents (\$50,000.00) without prior written approval of City. Prior written City approval is also required to provide more than one (1) Grant to an Eligible Applicant.

Eligible Grantees: Only eligible grantees meeting the requirements of this paragraph shall be eligible for Grants. Grantees shall be tax-exempt Internal Revenue Code 501(c)(3) or 501(c)(6) chambers of commerce or other non-profit organizations whose primary mission includes supporting City businesses and entrepreneurs, or otherwise advancing broader City economic development in the reasonable discretion of Chamber. Priority shall be given to:

- Organizations based in Irvine with a primary focus on driving City's economic development,
- Organizations with a measurable track record of supporting businesses and workforce development,

- Projects that serve small businesses or historically underrepresented communities in Irvine’s economic landscape,
- Initiatives that address critical service gaps, and
- Grant Programs that do not duplicate existing available public services or offerings.

Funding Proposal Contents:

Funding proposals for Grants must align with one or more of the following categories:

- A. **Business Growth & Innovation:** For Grantees delivering technical assistance, mentorship, and innovation-oriented programming to support Irvine’s business community. The eligible Grantee provides programs and services that enhance business support services, facilitate innovation, provide guidance and resources for business development, and strengthen the overall competitiveness and growth of the local business community.
- B. **Workforce Development:** For Grantees that provide job training, upskilling, career pathway development, and employment readiness for underserved populations. The eligible Grantee provides programs and services that enhance workforce skills, support career development, improve employment readiness, facilitate connections between job seekers and employers, and address barriers to workforce participation.
- C. **Inclusive Economic Opportunity:** For Grantees that support economic mobility for underrepresented entrepreneurs or sectors, including programs focused on equity, access to capital, and community-based business development. The eligible Grantee provides programs and services that advance economic inclusion, increase access to resources and capital, provide outreach and support to underrepresented groups, offer technical assistance to emerging businesses, and address challenges that limit participation in the local economy.
- D. **Tourism & Destination Promotion:** For Grantees that support initiatives to attract visitors, enhance Irvine’s visibility as a destination, and strengthen the local tourism economy. The eligible Grantee provides programs and services that promote Irvine’s attractions, events, and cultural assets; develop marketing campaigns; enhance visitor experiences; support tourism-related businesses; and foster partnerships that increase regional, national, or international tourism.
- E. **Business Attraction & Retention:** For Grantees that drive efforts to attract new businesses to Irvine and support the long-term success and retention of existing businesses. The eligible Grantee provides support to help businesses scale and remain competitive, conduct outreach to high-potential industries, offer relocation assistance, and foster a stable and supportive environment for business growth.

Evaluation of Funding Proposals: Chamber will evaluate proposals from applicants for Grants for consistency with this Agreement, and shall only award Grants where permitted hereunder. Chamber will develop all proposals based on a rubric approved in writing by City Manager or designee consistent with this Agreement which rubric shall be made available to potential Grantees, which includes evaluation of:

- The strength of the proposal.

- Demonstrated community need and potential benefit of the Grant.
- The applicant's organizational background and capacity.
- The applicant's and proposal's eligibility hereunder.

Grants shall be awarded in Chamber's reasonable discretion, provided that Chamber may only award grants to eligible Grantees, and for Approved Grant Expenses. A summary of all awards and corresponding proposals shall be provided to City prior to the execution of any related funding agreements or the disbursement of funds. The form of any funding agreement shall comply with Subsection 2.1.2 of the Agreement.

Anticipated Schedule: The following is the anticipated schedule for the Grant Program, subject to reasonable changes mutually acceptable to City and Chamber:

- Ongoing (quarterly): Chamber updates due to City
- January 2026: Grant Program outreach
- February 2026: Application opens
- March 2026: Application closes
- April 2026: Award announcements, Grant Program Notice provided by Chamber to City
- May 2026: Grant Agreements executed and awards disbursed
- June 1, 2027: Grantee reports due to Chamber
- August 30, 2027: Chamber Grant Report due to City

EXHIBIT B
ADDITIONAL CHAMBER PROGRAMS AND SERVICES

Part 1 – Listing of Additional Chamber Programs and Services Eligible Expenses

The Additional Chamber Programs and Services Eligible Expenses shall be Chamber's administration, monitoring, and performance of the following programs and services, in alignment with City's broader economic development goals. Additional programs and services may be added to this list upon mutual written agreement of the City and Chamber. It is not feasible for Chamber to accomplish all items simultaneously. Additional Programs and Services will be prioritized and provided by Chamber based on key objectives and needs determined by City and Chamber with the goal that all Additional Chamber Programs and Services will be operated on an ongoing basis past the term of this Agreement.

1. Small Business Support and Professional Services

- Develop, manage, and maintain the Irvine Gateway program, which provides pro-bono and/or reduced-cost professional services (e.g., legal, accounting, human resources, IT, etc.) referrals to businesses.
 - Create and maintain a vetted, up to date directory of participating professionals, featuring detailed profiles and areas of specialization, that is publicly accessible (i.e., no Chamber membership required).
 - Track and report quarterly metrics on program usage and impact, including number of businesses served and types of services requested.

2. Innovation and Entrepreneurship Initiatives

- Coordinate and support innovation-focused programming for high-growth sectors.
 - Example: Irvine Tech Week or similar programming.
- Serve as a liaison for high-growth industry clusters, helping to identify needs and connect stakeholders.
 - Example: Industry-specific councils and forums to surface industry-specific challenges, and connect capital, talent, and resources.

3. Business Attraction, Retention, and Concierge Support

- Operate a business attraction and retention program in partnership with City, which will include the following activities:
 - Providing regular reports on business outreach, visits, and support activities.
 - Referring qualified business leads to City staff for further engagement and coordination.
 - Conducting annual meetings with the City's top twenty (20) sales tax producers and top twenty (20) employers to assess immediate needs and future business plans.
 - Coordinating with City's Business Concierge Program to ensure seamless follow-up and tailored support for businesses.
 - In collaboration with the City's Economic Development Department, develop a standard operating procedure to act as a "warning system" to flag business at risk of closure.

- In collaboration with City and Orange County Workforce Development Board, identify specific employer needs and align available resources to attract and retain businesses in Irvine.

4. Regulatory Navigation and Business Advocacy

- Facilitate ongoing dialogue between the business community and City departments, to ensure a supportive business climate, including:
 - Serving as a liaison with the Community Development Department to communicate recurring challenges related to business licensing, permitting and other regulatory processes within its purview.
 - Reporting on business feedback and recurring regulatory issues to City leadership, highlighting trends, industry-specific concerns, and opportunities to streamline processes.

5. Inclusive Economic Development

- Act as a liaison to local cultural and ethnic chambers of commerce to align shared economic development priorities and collaborate on joint initiatives, including:
 - Maintaining regular communication with these organizations to stay informed of their programs, events, and advocacy efforts, ensuring City initiatives are responsive and complementary.
 - Supporting opportunities for cross-promotion, joint programming, and coordinated outreach that broaden access to resources and strengthen Irvine’s inclusive business ecosystem. Collaborate with organizations, universities, and local cultural and ethnic chambers focused on fostering inclusive business practices and equitable access to innovation resources.

6. Business Engagement and Events

- Identify and flag key upcoming business-related events, both Chamber-led and community-led, that may be of interest to City staff or strategic partners.
- Provide two (2) complimentary tickets for City staff to each Chamber-hosted event and facilitate at least two high-impact strategic introductions per event.
 - Examples:
 - Evening Business Exchange
 - Celebrate Irvine
 - Business Advocacy Speaker Series
 - Mid-Year Economic Update
- Recognize City as “In Collaboration With” on Chamber’s website where Chamber identifies its community partners and supporters and in related collateral materials, subject to City’s prior approval.

7. Trade and Market Expansion

- Provide support for inbound and outbound trade delegations
- Assist businesses with certificates of origin and other international trade compliance requirements to streamline market entry and cross-border transactions.
- Identify opportunities for businesses to access new markets, trade missions, and global partnerships, and relay relevant information to City leadership and strategic partners.

8. Membership and Sector-Based Outreach

- Provide free or reduced-cost Chamber memberships to businesses in high-growth sectors that may not otherwise engage with Chamber, providing access to networking, advocacy, and educational resources (e.g. start-up and early-stage businesses in high-growth sectors).
- Actively promote Chamber membership and programming to underserved or emerging industry groups.
- Monitor engagement and participation trends across sectors to identify gaps and tailor outreach strategies that support equitable access and inclusion.

9. City Promotion

- Support the promotion of Irvine by amplifying City-led marketing initiatives through Chamber channels, social media, newsletters, and events.
- Collaborate with City staff, as appropriate, on Chamber campaigns, content development, and partnership opportunities that showcase Irvine's business environment, cultural assets, tourism offerings, and innovation ecosystem.

10. Administration of Grant Program

- Chamber's promotion, administration, and operation of the Grant Program.

In addition to all other terms of the Agreement and this Exhibit, the following apply to the Additional Chamber Programs and Services:

1. Disbursement of Additional Chamber Programs and Services Funds is contingent upon Chamber completing satisfactory reporting consistent with Article 3 of the Agreement, and Chamber's compliance with all other terms and conditions of the Agreement.
2. In no event shall the Additional Chamber Programs and Services Funds exceed a cumulative total of Two Hundred Thousand Dollars and Zero Cents (\$200,000.00), even if Chamber's actual costs and expenses in the performance of the Additional Chamber Programs and Services exceeds such amount.
3. Additional Chamber Programs and Services Eligible Expenses do not include anything other than the expenses listed above, and specifically do not include Chamber's (a) regular operating expenses, (b) capital projects, (c) building improvements, (d) space or building rent, utilities, or associated costs including offsets, (e) purchase of equipment or supplies such as computers, phones, vehicles, and any other equipment or supplies to be used by Chamber, and/or (f) the payment or reimbursement of any pre-existing liabilities, contracts, debts, obligations, income loss, or other expenses.

EXHIBIT C SUSTAINABILITY PLAN

Mission Alignment and Long-Term Goals

Chamber remains committed to City's economic development mission by fostering a robust business ecosystem, promoting new business formations and job creation, and supporting innovation. Core activities, including business networking events, professional development programs, resources and advocacy for local businesses, directly align with City's long-term objectives such as workforce development, attracting new companies, and supporting entrepreneurs. Chamber will use the funds provided pursuant to this Agreement deepen engagement with high-growth business clusters identified by City to identify and help address opportunities, challenges, and priorities that can enable job creation. Post-grant, Chamber will expand its engagement with the business community (including nonprofit organizations), continue to leverage its proven networking activities and event platforms, member engagement strategies, and communication channels to help accomplish these objectives and ensure measurable contributions to City's growth.

Organizational Capacity

To sustain and grow economic development activities beyond the term of the Agreement, Chamber will deploy a mix of human, financial, and structural resources aligned with the goals described above:

- **Staff Expertise:** Experienced professional staff and volunteers will lead program administration, member services, and event planning, supported by ongoing training and professional development. It is Chamber's intention to expand its reach into City's diverse business community through the cultural and ethnic chambers and business support organizations.
- **Financial Infrastructure:**
 - **Resources:** Chamber operates as a member-supported organization, with its members funding programs and activities that directly benefit them, such as networking events, workshops, and committee meetings. Through this program and other strategic initiatives, Chamber aims to enhance its offerings and expand membership by increasing the value provided to both current and prospective members. For economic development initiatives that extend beyond the scope of member benefit, Chamber will continue to pursue additional funding opportunities through partnerships with corporations, nonprofits, educational institutions, City and other government entities.
 - **Administration:** Chamber's established finance and accounting systems ensure responsible management of funds and generate clear reporting for all stakeholders.
- **Technology Platforms:** Chamber's CRM and other software resources facilitate efficient operations, event coordination, and member management, enabling scale without excessive overhead. Chamber already possesses ample hardware such as computers, printers, and audio-visual systems to support event execution and member outreach.
- **Digital Infrastructure:** Chamber maintains active platforms (LinkedIn, Facebook, etc.) for promoting events and interacting with stakeholders. A segmented email list of more than 20,000 business addresses allows targeted messaging and community updates.

- **Facilities:** Chamber’s office space and meeting infrastructure is specifically configured to host events and business support services.
- **Organizational Frameworks:** A volunteer board of directors composed of accomplished business leaders representing some of City’s most respected businesses provides strategic guidance, accountability, and expertise that help ensure Chamber’s long-term success. Well-established committees focused on economic development, business advocacy, and membership engagement provide ongoing leadership and strategic oversight.

Diversified Funding Strategy

Sustained programming will be supported by an intentionally diversified funding strategy:

- **Earned Income:** Chamber will expand fee-based events, and membership tiers with enhanced benefits, optimizing event revenue through value-driven offerings.
- **Sponsorships:** Targeted outreach to local businesses for sponsorships will be reinforced, including signature annual events, digital advertising packages, and community recognition opportunities.
- **Grants:** Applications for supplemental city, county, state and federal grants will be prioritized using successful program outcomes as leverage for support.
- **Partnerships:** Strategic collaborations with local businesses, higher education institutions, and healthcare innovators will help share costs and generate in-kind support.

Partnerships and Community Support

Long-term sustainability relies on robust partnerships with diverse community stakeholders:

- **Public Agencies:** Continued collaboration with City, county, local, state, federal and federally-funded agencies including SCORE, US Small Business Administration Center (Small Business Development Centers, Veterans Business Outreach Center, Women’s Business Centers), California Small Business Funding, District Export Council, Orange County Workforce Development Board, etc., will ensure programs remain relevant and supported.
- **Community Organizations:** Joint initiatives with business groups, workforce training providers, and nonprofit partners will maximize reach and resource utilization.
- **Stakeholder Engagement:** Member surveys, meetings, and regular communications will facilitate feedback and foster broad-based support. Committees composed of both members and nonmembers provide both the expertise and volunteer capacity to create and execute economic development initiatives that benefit the entire Irvine ecosystem.

Program Adaptation

Chamber is committed to adapting programming based on available resources and evolving community needs:

- **Flexibility:** Events and services will be scaled according to budget projections and demonstrated community demand.
- **Digital Expansion:** Increased utilization of virtual and hybrid formats can expand accessibility while reducing costs.
- **Community Feedback:** Regular needs assessments and listening sessions will guide program modifications to ensure maximum engagement and community benefit produced by limited resources.

- Pilot Initiatives: Rolling out new programs on a pilot basis enables responsiveness while minimizing risk.

Evaluation and Continuous Improvement

Enduring success will be ensured through rigorous outcome tracking and continuous improvement:

- Data Collection: Member engagement, event attendance, and business growth metrics will be tracked using Chamber's CRM, publicly-available data, and other analytics tools.
- Reporting: Regular impact reports will be distributed to Chamber's Board of Directors and other partners.
- Feedback Mechanisms: Stakeholder surveys after events and key initiatives, combined with regular meetings, will be used for program refinement.
- Continuous Learning: Staff will participate in professional development programs and conferences to integrate best practices.