

AGREEMENT BETWEEN THE CITY OF CALABASAS AND
THE CALABASAS CHAMBER OF COMMERCE

THIS AGREEMENT ("Agreement") is made and entered into as of the 1st day of March, 2020 by and between the City of Calabasas, California, a Municipal Corporation ("City"), and the Calabasas Chamber of Commerce, a California Non-Profit Corporation ("Chamber"). City and Chamber are sometimes individually referred to as "Party" and collectively as "Parties" in this Agreement.

WHEREAS, the City and Chamber desire to promote the City as an attractive location to live, work and do business; and

WHEREAS, the City desires to make available information concerning its activities, and encouraging and facilitating stability and retention of existing businesses, as well as encouraging the location of new businesses in the community; and

WHEREAS, the state law authorizes the expenditure of public monies for such activities; and,

WHEREAS, the Chamber is organized for and willing to promote existing businesses on behalf of the City and to publicize and assist them.

NOW THEREFORE, in consideration of the premises, covenants, and promises hereinafter set forth, the Parties do hereby agree as follows:

1. The Chamber agrees to perform its usual services and activities, including acting as the City's Visitor and Tourism Bureau, during the term of this Agreement, examples of which include:
 - A. Maintain adequate facilities, in a convenient location, of a dignified and professional appearance; provide telephone service; retain qualified personnel to respond to telephone or personal inquiries from citizens, visitors, commercial firms, and potential commercial and light industrial developers concerning the City of Calabasas; and maintain such services in the City during regular business hours.
 - B. Answer promptly all correspondence directed towards the Chamber relative to facilities and opportunities in or available within the City of Calabasas; and disseminate information in and outside of the City.
 - C. Confer with business representatives to encourage and urge the establishment of their business activities within the City of Calabasas.
 - D. Provide, from time to time, informational materials (e.g., maps, directories, brochures) that promote the City of Calabasas as an attractive place to live, work and do business.

- E. Welcome new businesses to the City of Calabasas by both written and personal communications.
- F. Utilizing pre-existing communications and public relations procedures in place, promote any City sponsored events upon request of the City, understanding that said promotion will be conducted through existing Chamber infrastructure.
- G. Provides services to assist both struggling and growing businesses through advice and counsel coordinated through the Chamber including resources such as SCORE and other similar advisory agencies.
- H. Provide at least (6) workshop environments for businesses which can include networking breakfasts, educational luncheons and other type business seminars.
- I. Participate in at least one community development event such as the, Pumpkin Festival, the Calabasas Wine Tasting, State of the City Address, Mayoral Luncheon and Calabasas Film Festival.
- J. Sponsor tables provided at no additional cost to the City at the Installation Gala and the Mayor's Luncheon, and include a full table, signage, and media and program acknowledgements as a top supporting sponsor. The City agrees to waive all fees to the Chamber for use of Founders Hall twice a year and use of the City Plaza once a year.
- K. Promote the City as a major sponsor for all chamber special events at no additional charge.
- L. Provide City Council with a quarterly report of existing businesses, new businesses and businesses closing or leaving Calabasas.
- M. Schedule up to six visits to Calabasas Chamber businesses with the sitting Calabasas City Mayor each quarter.
- N. Introduce new businesses who have joined the Calabasas Chamber of Commerce.
- O. Create and provide a Calabasas Guide that includes a map of Calabasas, lists of restaurants, hotels, venues for events and yearly activities in the City of Calabasas.
2. The term of this Agreement shall be from March 1, 2020 through June 30, 2022 unless extended by written agreement of the parties or terminated earlier in accordance with Section 8 ("Term").
3. The Chamber will perform the services set forth in Section 1 during the Term, and the City shall compensate the Chamber for these services in an amount of FORTY THOUSAND DOLLARS annually, per fiscal year ("Compensation"). Total compensation for the term of this agreement is ONE HUNDRED TWENTY THOUSAND DOLLARS.
4. The Chamber agrees that it will not use the Compensation in connection with the election, nomination, support, publicity, endorsement or appointment of any officer or employee of the City or of any other governmental agency, with the sole exception of hosting a Candidate Forum open to all candidates for any elective office or to all views on any ballot measure.

5. The Chamber shall provide the City a quarterly and an annual written report of activities conducted pursuant to this Agreement with sufficient detail and statistics to justify the City's expenditure of public funds. The City shall provide the Chamber an outline of the contents to be covered in the report.

6. The Chairman of the Chamber's Board of Directors, the Chamber President, the City Manager, and the Mayor shall meet regularly to discuss: (i) the coordination of City and Chamber efforts with respect to the economic development of the City of Calabasas; and (ii) items of joint interest and concern for purposes of maintaining positive City-Chamber relations and to set goals and objectives for future projects and programs.

7. The City shall provide, from time to time, and as available, informational material to the Chamber (e.g., brochures, flyers, video) to assist the Chamber in promoting the City of Calabasas.

8. This Agreement may be terminated for any reason by either party on sixty days written notice. From the date of the termination notice, the payment from City to the Chamber, hereunder shall be adjusted on a pro-rated basis to the date of termination. Upon termination of this Agreement, all other rights and obligations of the Parties hereunder shall cease and be of no further force and effect.

9. The Chamber shall not have any right, title or interest in, or right to use, any of the following without the written consent of the City: (i) any designs, logos, symbols, trademarks, service marks, representations or other identification of the City; or (ii) official City photographs.

10. Any notices, bills, invoices, or reports required by this Agreement shall be deemed received on: (i) the day of delivery if delivered by hand, facsimile or overnight courier service during the addressee's regular business hours; or (ii) on the third business day following deposit in the United States mail if delivered by mail, postage prepaid, to the addresses listed below (or to such other addresses as the parties may, from time to time, designate in writing).

To City:

City of Calabasas
100 Civic Center Way
Calabasas, CA 91302
Attn: City Manager
Telephone: (818) 224-1600

To Chamber:

Calabasas Chamber of Commerce
23564 Calabasas Road, #216
Calabasas, CA 91302
Attn: President/CEO
Telephone: (818) 222-5680

Initials: (City) *CF* (Contractor) *AK*

13. This instrument contains the entire Agreement between City and Chamber with respect to the transactions contemplated herein. No other prior oral or written agreements are binding upon the parties. Amendments hereto or deviations herefrom shall be effective and binding only if made in writing and executed by City and Chamber.

14. This Agreement shall not be effective until the City Council ratifies it.

THIS AGREEMENT is executed as of the day and year first above written.

“CITY”

“CHAMBER”

City of Calabasas

Calabasas Chamber of Commerce

By: 

By: 

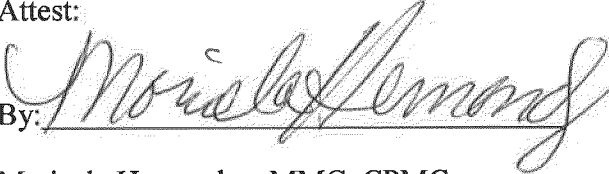
Alicia Weintraub, Mayor

Bridget Karl, President & CEO

Date: _____

Date: 2.28.2020

Attest:

By: 

Maricela Hernandez, MMC, CPMC

City Clerk

Date: 4/29/2020

“City”

City of Calabasas

By: 

Ron Ahlers, CFO

Date: 3-30-2020

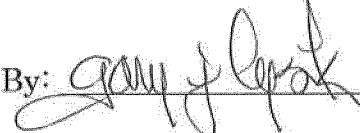
Approved as to form:

By: 

Scott H. Howard, City Attorney

Colantuono, Highsmith & Whatley, PC

Date: 3/11/20

By: 

Dr. Gary Lysik, City Manager

Date: 4/27/20

Initials: (City) AF (Contractor) AK