

ITEM 5 ATTACHMENT 4
AMENDMENT No. #1 TO AGREEMENT
(City of Calabasas and Calabasas Chamber of Commerce)

This Amendment No #1 (“Amendment”) to the Agreement Between the City of Calabasas and the Calabasas Chamber of Commerce (“Agreement”) is made on this 23rd day of June 2021 at Calabasas, California, by and between the City of Calabasas, a municipal corporation, 100 Civic Center Way, Calabasas, California 91302 (“City”) and Calabasas Chamber of Commerce, a California Non-Profit Corporation, 23564 Calabasas Road, #216, Calabasas, CA 91302 (“Chamber”).

This “Amendment” modifies the original Agreement between the “City” and the “Chamber” dated March 1, 2020 in the following fashion:

- A. City and Chamber desire to amend the Agreement by modifying section 1 to add subsections (P) through (T) to read as follows:

“P. Provide the City with documents annually evidencing use of the monies for the purposes designated permissible by the American Rescue Plan Act of 2021.

Q. Provide the City Council with annual, year-end reports regarding what the Chamber has done for the relevant year.

R. Provide the City Council with quarterly status reports regarding its past activities and planned future ones.

S. Implement a program whereby the City receives timely notices of businesses entering or exiting the City, in addition to the Chamber’s existing quarterly reports.

T. Devise strategies to bring new businesses into existing empty commercial locations.”

- B. City and Chamber desire to amend the Agreement by modifying section 2 of the Agreement to read as follows:

“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”).”

- C. City and Chamber desire to amend the Agreement by modifying section 3 to read as follows:

“The Chamber will perform the services set forth in Section 1 subdivisions (A) through (O) 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”). The Chamber will perform the additional services set forth in Section 1 subdivisions (P) through (T) during the term and the City shall compensate the Chamber for these additional services in an amount of FIFTY THOUSAND DOLLARS for fiscal year 2021-2022. This additional amount, excluding the FORTY THOUSAND DOLLARS annually, must be specifically designated for items within the Chamber’s budget that constitute permissible use for federal stimulus funds under the American Rescue Plan Act of 2021 and related applicable federal, state, and local laws.”

TO EFFECTUATE THIS AGREEMENT, the parties have caused their duly authorized representatives to execute this Agreement on the dates set forth below.

“City”
City of Calabasas

“Chamber”
Calabasas Chamber of Commerce

By: _____
James Bozajian, Mayor

By: _____
Bridget Karl, President & CEO

Date: _____

Date: _____

By: _____
Kindon Meik
City Manager

Date: _____

Attest:

By: _____
Maricela Hernandez, MMC
City Clerk

Date: _____

Approved as to form:

By: _____
Matthew T. Summers, City Attorney

Date: _____