

AMENDED AGREEMENT TO PERFORM SERVICES
AS INDEPENDENT OPERATOR

CHAMBER OF COMMERCE

THIS AGREEMENT is made and entered into this 1st day of August, 1989, which supersedes that agreement dated July 1, 1989, by and between the CITY OF MANHATTAN BEACH, hereinafter referred to as "CITY," and the MANHATTAN BEACH CHAMBER OF COMMERCE, hereinafter referred to as "CHAMBER," both of whom understand as follows:

RECITALS:

The City Council is of the opinion that proper promotion of trade, commerce, and industry within the City is a desirable objective.

The City Council is further of the opinion that establishment of a good public relations program providing methods of communication between the City government and citizens of the City and providing more adequate promotion of the City's affairs and projects are vitally needed to induce better public understanding.

Chamber has at various times in the past acted as the advertising and promotional operator for the City and desires to renew its agreement with the City to render public relations and promotional services for the City.

AGREEMENT:

1. Duties of Chamber

Chamber shall:

- a. Agree to indemnify and hold harmless, the City of Manhattan Beach, its officials, officers, and employees from any and all liability arising out of its operation; and funds disbursed and received in the manner herein stated do not indicate any contractual or employment arrangement other than as stated herein.
- b. Conference area in the annex building, located at 425-15th Street, shall be available to City groups when not needed by Chamber. The conference area must be scheduled with the Chamber when needed.

Approved by [Signature]

- c. Answer promptly all correspondence and personal inquiries relative to the business, industrial, residential, educational, cultural and recreational advantages and opportunities in the City, and disseminate information by correspondence, newspaper publicity, special leaflets and reports, and personal contacts favorably promoting such advantages and opportunities.
- d. Make available City promotional items such as maps, booklets, etc.
- e. Actively promote the establishment and retention of business and industry within the City with the objectives of increasing and improving the scope of products and services available to the community and improving the City's tax base and sales tax revenue.
- f. Promote trade and business meetings and activities of business and professional association in order to create a better business climate within the City.
- g. Initiate and promote such public events and community activities as may seem desirable to improve the total community. Chamber shall sponsor, participate, and provide coordination for programs and activities such as:

(1) Christmas Decorations	(6) Mixers
(2) Business Seminars	(7) Santa Float
(3) Surf Festival	(8) Golf Tournament
(4) Mayor's Meeting	(9) Other Community
(5) Ribbon Cuttings	Events Requested by
	the City Council
- h. Study and work to secure the public improvement needs of the community.
- i. Review and make reports upon such matters and subjects related to the promotion of the City as may be referred to the Chamber by the City.
- j. Promote and establish channels of communication and other methods of public relations to provide information and better understanding between the citizenry, the business community, and the City government.
- k. Promote business, industrial, and residential development as may be requested by the City.

1. Consult with and assist City departments in implementing ordinances and resolutions specifically related to the business community.
- m. Other promotional programs mutually agreed upon by the City and the Chamber.

2. Duties of City

- a. City shall provide office space consisting of Executive Director's and Administrative Assistant's office and Board meeting room.

3. City Control Procedures

- a. No Chamber funds may be expended for endorsement or support of political candidates for local, County, State, or Federal office, but the Chamber shall not be restricted from endorsing or opposing any City, County, State, or Federal legislation it feels is beneficial to its membership and the City at large, or inimical to the best interests of its membership or to the citizenry at large. No Chamber funds shall be expended for private purposes.
- b. The Chamber shall provide a copy of its approved budget of its revenues and expenditures to the City Council for the period covered by this agreement.
- c. The Chamber will present a full report of its expenditures to the City within ninety (90) days of the close of each fiscal year.
- d. The City may transfer funds to the Chamber only in accordance with this agreement.
- e. The Chamber shall make a written report to the City Council within fifteen (15) days after the end of each quarter indicating its activities, accomplishments, and services rendered during the preceding quarter.

4. Payment by City

The annual payment will be calculated by the Finance Director and reviewed by the City Manager prior to July 1 of each fiscal year. Payment to the Chamber will be on a monthly basis for each fiscal year.

5. Term

This agreement shall be effective the first day of July, 1989, and shall continue in effect until amended or terminated by provisions in the agreement.

6. Unilateral Termination

The Chamber recognizes the City's financial position may be tenuous and the funding of Public Safety services is a paramount consideration by the City, therefore, this agreement may be terminated by either party by giving thirty (30) days written notice to the other, and this agreement shall terminate forthwith thirty (30) days following the date of written notice.

7. Amendment

Amendments to this agreement may be submitted by either party no later than thirty (30) days prior to June 30 of each year. Proposals shall be submitted in writing. Changes in the agreement shall be incorporated in the agreement for the succeeding year and shall become effective on the 1st day of July, upon approval of City Council.

8. Assignment

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

9. Notices

All notices herein required shall be in writing and delivered in person or sent by registered mail, postage prepaid.

Notices required to be given to City shall be addressed as follows:

City Manager
City of Manhattan Beach
1400 Highland Avenue
Manhattan Beach, California 90266

Notices required to be given to the Chamber shall be addressed as follows:

Manhattan Beach Chamber of Commerce
P. O. Box 3007
Manhattan Beach, California 90266

Provided either party may change such address by notice in writing to the other party and thereafter notices shall be addressed and transmitted to the new address.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their officers thereunto duly authorized the day and year first above written.

MANHATTAN BEACH CHAMBER OF COMMERCE

BY *[Signature]*
President

ATTEST:

[Signature]
Executive Director

CITY OF MANHATTAN BEACH

[Signature]
City Manager 8-2-89

ATTEST:

[Signature]
City Clerk

APPROVED AS TO FORM:

[Signature]
City Attorney

