

AGREEMENT

PROMOTIONAL ACTIVITIES – CHAMBER OF COMMERCE

This Agreement is made and entered into as of the _____ day of _____, by and between the City of Burlingame, a municipal corporation of the State of California (hereinafter referred to as “City”), and the Burlingame Chamber of Commerce (hereinafter referred to as “Chamber”), with reference to the following Recitals:

RECITALS:

WHEREAS, City desires to promote its advantages as a business, educational, cultural, recreational and residential center, and to disseminate information relative thereto, and to properly respond to inquiries made from time to time relating to the various activities of City;

NOW, THEREFORE, the parties hereby agree as follows:

AGREEMENT:

1. **Duties of Chamber.** In exchange for the consideration specified in paragraph 3 below, Chamber shall perform the following promotional activities on behalf of City:
 - a. Distribute materials and information to those residents who opt in to receiving the information and businesses about Burlingame relating to the activities described in Exhibit A attached hereto and incorporated herein by reference. Access to resident information shall comply with all relevant law.
 - b. Answer public inquiries about community facilities, events, organizations, businesses, and other community informational needs, through availability on a “walk-in” basis, as well as through mailings, telephone and e-mail.
 - c. Provide referral services from citizens and businesses about appropriate City or government offices, including without limitation, the City Business License office (located in the Water Department), Recreation Department, Planning Department, Public Works Department, Police Department and Fire Department.
 - d. Promote community events involving merchants and businesses requiring City services as needed.
 - e. Sponsor/coordinate/advertise special events and activities involving businesses and the public, if allowed by County Health Orders, including the following:

1. Produce Burlingame On the Avenue

2. Promote the December Merchant Holiday Open House and Tree Lighting Ceremony
 3. Conduct Sunday Fresh Market, which may be held year-round, and seasonal Thursday Fresh Market as long as it is viable
 4. Co-sponsor Broadway Holiday Cheer event
 - f. Produce and distribute materials about Burlingame.
 - g. Promote business, community, and economic development through the activities described in Exhibit B attached hereto and incorporated by reference herein.
 - h. Assist City with promotion of the commuter shuttle service between the Broadway Caltrain station and the business area east of the Bayshore Freeway.
 - i. In conjunction with the City, promote the retention and relocation of businesses to Burlingame.
 - j. Maintain and operate an office open to the general public for discharging the obligations of Chamber under the terms of this Agreement (including, without limitation, promoting the residential and business attributes of Burlingame to the public).
 - k. Employ competent personnel to carry on the promotional activities enumerated herein.
 - l. Work to develop a partnership with the City of Burlingame's business improvement districts that includes the exploration of ongoing "Buy Burlingame" campaigns.
2. Certain Political Activities Prohibited. The Chamber shall not support, endorse or oppose any candidate for municipal, county or school elections in San Mateo County. The Chamber may conduct candidate debate forums or similar events of a public information nature. Further, Chamber shall not use any proceeds received from City pursuant to this agreement to support, endorse or oppose any measure or candidate.

3. Consideration.

- a. General Promotional Activities. City shall pay Chamber, in the manner specified below, the sum of **Thirty-two Thousand, Six Hundred and Fifty-seven Dollars (\$32,657)** for general promotional services performed by Chamber hereunder for the period commencing July 1, 2021, and ending June 30, 2022. The foregoing sum shall be paid in twelve equal consecutive monthly installments commencing July 1, 2021. Chamber shall send to City on the first (1st) day of each month a written invoice describing in a summary manner the services for which Chamber is to be paid. Invoices dated the first day of each month shall be paid no later than the fifteenth day of each month.

4. Assignment. This Agreement shall not be assigned by Chamber without the written consent of City.
5. Notices. All written notices and demands which either party may serve on the other may, as an alternative to personal service, be served by registered or certified mail. Any such notice or demand so served shall be deposited in the United States mail with postage fully prepaid and addressed to the party at the address specified below:

City: City Manager
City Hall
501 Primrose Avenue
Burlingame, CA 94010

Chamber: President
Burlingame Chamber of Commerce
417 California Drive
Burlingame, CA 94010

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.

6. Relationship of parties. It is agreed the Chamber is an independent contractor, and all persons working for or under the direction of Chamber or its agents, servants and employees are not agents or employees of City.
7. Termination. This Agreement shall commence on **July 1, 2021** and shall terminate on **June 30, 2022**, unless extended by the parties in writing.
8. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California.
9. Entire Agreement. The terms of this Agreement are intended by the parties as a final expression of their agreement and may not be contradicted by evidence of any prior or contemporaneous agreement. This Agreement constitutes the exclusive statement of

its terms and no extrinsic evidence whatsoever may be introduced in any judicial proceedings involving this Agreement.

10. Attorneys' Fees. In the event of any litigation between the parties hereto to enforce any of the provisions of this Agreement, the unsuccessful party to such litigation shall pay to the successful party all costs and expenses, including reasonable attorneys' fees incurred by the successful party, all of which may be included as part of the judgment rendered in such litigation.
11. Severability. If any provision of this Agreement should be invalid or unenforceable the remaining provisions shall not be affected thereby, and every provision hereof shall be valid and enforceable to the fullest extent permitted by law.
12. Headings. The title and headings of the various sections hereof are included for purposes of reference only and are not intended to place any construction on the provisions hereof.

IN WITNESS WHEREOF the parties have executed this Agreement as of the date first set forth above.

CITY OF BURLINGAME:

CHAMBER OF COMMERCE:

By _____
Lisa K. Goldman, City Manager

By _____
Georgette Naylor, President

Attested:

By _____

By _____

Approved as to form:

Michael Guina
City Attorney

EXHIBIT A

DISTRIBUTION OF MATERIALS AND INFORMATION

1. Burlingame demographics
2. Essential information for new Burlingame residents who opt in to receiving the information.
3. Community event information including:
 - a. Burlingame Pet Parade on Broadway
 - b. Burlingame On the Avenue
 - c. Concert in the Park Series
 - d. Public elementary school, public and private high school events
 - e. Burlingame & Broadway Area Business Improvement Districts
 - f. Merchant Sidewalk Sales
 - g. December – Merchant Holiday Open House and Tree Lighting
4. Public transportation information (SamTrans, Caltrain, BART, and Burlingame Trolley)
5. Historical information – Burlingame
6. Churches, parks, and schools in Burlingame
7. Wedding/meeting sites information
8. Clubs and organizations information
9. Hotel and restaurant information
10. Realtor information
11. Burlingame business relocation assistance
12. Burlingame business economic profile
13. Publication handouts as available, including the Burlingame Recreation Department Brochures
14. Direction or resource information to meet unique or uncommon requests

EXHIBIT B

ADDITIONAL RESPONSIBILITIES PROMOTING BUSINESS, COMMUNITY

AND ECONOMIC DEVELOPMENT

1. Promote special community meetings, seminars, and special events.
2. Promote community events and services and provide opportunity for City to promote its activities at the Fresh Market and Burlingame On the Avenue.
3. Provide information to Burlingame elementary schools about Burlingame as requested.
4. Use Chamber membership advertising and promotional budget to promote Burlingame in coordination with the Business Improvement Districts.
5. Prepare publicity releases for community events.
6. Engage in ongoing business economic development programs:
 - a. Hotels
 - b. Office Buildings
 - c. Restaurants and retail
7. Represent Chamber at San Mateo County PROGRESS SEMINAR to study regional issues, and work with SAMCEDA to promote Burlingame businesses.
8. Respond to City of Burlingame requests regarding all business issues.
9. Participate in meetings with stakeholders regarding Burlingame Trolley.
10. Promote commercial recycling activities and programs among Chamber membership.