

STAFF REPORT

TO: HONORABLE MAYOR / CHAIR AND CITY COUNCIL / BOARD MEMBERS
FROM: ROBERT PERRAULT, CITY MANAGER / EXECUTIVE DIRECTOR
SUBJECT: AMENDMENTS TO THE AGREEMENT WITH THE GROVER BEACH CHAMBER OF COMMERCE

BACKGROUND


The City and the Agency entered into the current Professional Services Agreement with the Chamber of Commerce in July 2008. The agreement has been funded on an annual basis with \$25,000 in Agency funding and \$15,000 taken from the General Fund. The current agreement requires the Chamber to operate a Visitors Center and to provide two community events per year. A subcommittee of the Council, consisting of the Mayor/Chair Shoals and Council Member/Board Member Peterson, has been meeting with representatives of the Chamber of Commerce in an effort to draft an amended agreement that would emphasize the provision of economic development services. The subcommittee has completed its work and staff has subsequently prepared an amended agreement for the Council / Agency Board's consideration (please see Attachment 3).

DISCUSSION

The City and the Agency have contracted with the Chamber of Commerce to provide services on behalf of the City / Agency for a number of years. As noted, the current agreement was effective as of July 2008 (please see Attachment 4). At the direction of the Council / Agency Board, a subcommittee has been meeting with representatives of the Chamber of Commerce over a period of six months. As a result of the meetings, the City's sponsorship of two community events will be eliminated. The Chamber will continue to organize and coordinate the Stone Soup event utilizing non-City/Agency sources, but the event and other events the Chamber may choose to coordinate will be outside the scope of the amended agreement.

The Chamber will continue to operate the Visitors Center. The Visitors Center will be operated in such a way as to serve city businesses that are both inside and outside of the two Improvement Agency Project Areas. The Chamber will also take on a number of activities that are directly related to the provision of economic development services. These tasks and deliverables are outlined on pages one and two of the proposed agreement. The provision of these services is outlined in the City/Agency's Economic Development Strategy.

APPROVED FOR FORWARDING



ROBERT PERRAULT
CITY MANAGER / EXECUTIVE DIRECTOR

Please Review for the Possibility of a Potential Conflict of Interest:

- | | |
|--|-----------------------------------|
| <input checked="" type="checkbox"/> None Identified by Staff | <input type="checkbox"/> Bright |
| <input type="checkbox"/> Shoals | <input type="checkbox"/> Molnar |
| <input type="checkbox"/> Nicolls | <input type="checkbox"/> Peterson |

Meeting Date: October 17, 2011

Agenda Item No. CC/IA-1

The compensation for the proposed agreement would remain unchanged from the current agreement with \$25,000 coming from the Agency's project fund and \$15,000 continuing to come from the City's General Fund for a total annual commitment by the City/ Agency of \$40,000. In addition to the program changes, the Payment section of the agreement has been changed to require that invoices reflect at least 65% of the services rendered as a result of this agreement will benefit businesses within the project areas. Also, a requirement for an Annual Report to the Council/Agency Board has been added to the agreement.

As the Council is aware, there is a lawsuit pending before the Supreme Court regarding the future of redevelopment agencies in California. Until the Court case is decided, agencies are prohibited from entering into new agreements. Agencies are, however, permitted to honor existing agreements. Since the amount of the obligation on behalf of the Agency is not changing, staff does not view the amended agreement as a new agreement or obligation on behalf of the Agency.

ALTERNATIVES

The Council/Agency Board have the following alternatives to consider:

1. Adopt the Resolutions approving an amended agreement between the City/Agency and the Chamber of Commerce;
2. Choose not to approve the amended agreement at this time; or
3. Provide staff with additional direction.

RECOMMENDED ACTION

It is recommended that the following actions occur:

1. **City Council** Adopt the Resolution authorizing non-financial amendments to the agreement with the Chamber of Commerce.
2. **Improvement Agency**: Adopt the Resolution authorizing non-financial amendments to the agreement with the Chamber of Commerce.

FISCAL IMPACT

The financial obligation of the amended agreement remains the same as the current agreement with \$25,000 coming from the Agency and \$15,000 coming from the General Fund.

PUBLIC NOTIFICATION

The agenda was posted in accordance with the Brown Act. A copy of the agenda and this staff report were sent to the Chamber of Commerce.

Attachments

1. City Council Resolution authorizing the Amended Agreement
2. Improvement Agency Resolution authorizing the Amended Agreement
3. Draft Amended Professional Services Agreement
4. Current Professional Services Agreement.

RESOLUTION NO. 11-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GROVER BEACH APPROVING AN AMENDED AGREEMENT WITH THE GROVER BEACH CHAMBER OF COMMERCE

WHEREAS, the health, growth, and vitality of the local economy and the strength of local businesses is a primary concern of the City of Grover Beach; and

WHEREAS, the City and the Grover Beach Improvement Agency have successfully partnered with the Grover Beach Chamber of Commerce in the delivery of programs that benefit both the local economy and local businesses; and

WHEREAS, the City has previously entered into an agreement for the delivery of certain services related to the economic development and operation of a visitors center; and

WHEREAS, it is the desire of both the City Council and the Chamber of Commerce to amend the existing agreement to enhance the delivery of said services.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Grover Beach does hereby approve an amended agreement, attached hereto as Exhibit A and incorporated herein by reference, with the Grover Beach Chamber of Commerce for the support of local business and the delivery of economic development services.

On motion by Council Member _____, seconded by Council Member _____, and on the following roll-call vote, to wit:

- AYES: Council Members -
- NOES: Council Members -
- ABSENT: Council Members -
- ABSTAIN: Council Members -

the foregoing Resolution was **PASSED, APPROVED**, and **ADOPTED** at a Joint meeting of the Grover Beach City Council/Improvement Agency this 17th day of October, 2011.



 JOHN P. SHOALS, MAYOR

Attest:

DONNA L. McMAHON, CITY CLERK

RESOLUTION NO. IA-11-XX

**A RESOLUTION OF THE GROVER BEACH IMPROVEMENT AGENCY
AUTHORIZING THE AGENCY TO ENTER INTO AN AMENDED AGREEMENT
WITH THE GROVER BEACH CHAMBER OF COMMERCE**

WHEREAS, the health, growth, and vitality of the local economy is a primary concern of the Grover Beach Improvement Agency; and

WHEREAS, the Agency has adopted an Economic Development Strategy that outlines a plan to assist with the redevelopment of the Agency's Project Areas; and

WHEREAS, the Grover Beach Chamber of Commerce has successfully partnered with the Agency and the City of Grover Beach in the delivery of programs that benefit both the local economy, and the Agency desires to continue this relationship.

NOW, THEREFORE, BE IT RESOLVED that the Grover Beach Improvement Agency does hereby authorize the Agency to enter into an amended agreement with the Chamber of Commerce for the provision of services related to economic development and \$25,000 in Agency funds is allocated in the adopted FY 11 – FY 12 Biennial Budget to be used as specified in the agreement attached hereto as Exhibit A and incorporated herein by reference.

On motion by Board Member _____, seconded by Board Member _____, and on the following roll-call vote, to wit:

- AYES: Board Members -
- NOES: Board Members -
- ABSENT: Board Members -
- ABSTAIN: Board Members -

the foregoing Resolution was **PASSED, APPROVED, and ADOPTED** at a Joint City Council/Improvement Agency meeting this 17th day of October, 2010.

JOHN P. SHOALS, CHAIR

DRAFT

Attest:

DONNA L. McMAHON, AGENCY SECRETARY

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (this "Agreement") is entered into effective October 1, 2011 (the "Effective Date") by and between the City of Grover Beach / Grover Beach Improvement Agency, California (the "City/Agency") having a principal place of business at 154 S. 8th Street, Grover Beach, California 93433, and the Grover Beach Chamber of Commerce, a California non-profit organization (the "Chamber") having a principal place of business at 180 Highway One, Grover Beach, California 93433.

WHEREAS, City/Agency desires to promote and market the City as a supporter of business, a destination for tourists, and a recreational center for residents by operating a "visitors center" which provides City information and promotes business development and growth within the City for the City/Agency; and

WHEREAS, Chamber is organized and equipped to develop and implement activities which generally benefit the City and specifically assist the City/Agency with the implementation of its adopted Economic Development Strategy and positively affects the general perception of the City as a business-friendly community, destination for tourists, and recreational outlet for residents.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the Parties hereto agree as follows:

I. Term

This Agreement shall automatically renew on a one (1) year basis unless either Party provides notice to the other Party of its intent not to renew this Agreement at least thirty (30) days (but not more than ninety (90) days) prior to the end of the initial or any renewal term.

II. Services

A. Visitors Center Operation: Chamber shall maintain its office within the City's property of 180 Highway One, Grover Beach, CA 93433. This office shall also act as the Grover Beach Visitors Center to be open Monday-Friday from 9:00 a.m.-12 Noon & 2:00 p.m. - 4:00 p.m. (holidays excluded). Services to include:

1. Full Chamber Membership;
2. Free unlimited newsletter inserts;
3. Chamber will distribute City information and promote City projects via newsletter articles, email blasts, and Visitors Center;

4. Government Relations Committee to keep Chamber informed of current City projects and issues; and
5. Weekly logged reports of Visitors Center calls, emails, and walk-in inquiries.

B. Economic Development Program: Services to include:

1. Monthly business-oriented email newsletter and monthly video informational email distributed to current membership, as well as businesses throughout San Luis Obispo County and the surrounding Counties.
2. Creation of marketing material for economic development:
 - a. Build a website “groverbeachbusinesses.com”;
 - b. Work with the City to create five (5) one-sheet flyers and a branded folder to mail out to prospects;
 - c. Create a postcard for direct mail targeting retirees to move themselves and their businesses to Grover Beach; and
 - d. Create a postcard to mail to business brokers and commercial relators about the benefits of doing business in Grover Beach.
3. Form an Economic Development Committee
4. Create Mastermind Groups(CEO Roundtables):
 - a. Groups of six to eight (6-8) business professionals from non-competing industries;
 - b. One (1) leader per group who moderates, takes notes, and sets meeting dates;
 - c. 100% confidential, akin to a board of advisors; and
 - d. Monthly meetings with mastermind groups of business owners.

III. Payment

In consideration of the services provided by the Chamber, the City/Agency agrees to pay the following:

- A. Visitors Center Management and Membership: Twenty Five Thousand Dollars (\$25,000) to be paid in monthly installments of \$2,083.33.
- B. Economic Development: Fifteen Thousand Dollars (\$15,000) to be paid in monthly installments of \$1,250.00.

Total monthly installment per this section of \$3,333.33.

- C. Invoices: Invoices provided to the City will reflect that a minimum of 65% of all services and activities rendered will benefit businesses within the Grover Beach Improvement Project Area and the Grover Beach Industrial Project Area.

IV. Reporting

Chamber will provide an annual report to the Council/Agency Board which identifies goals, objectives, and accomplishments of the Chamber and a financial summary as related to this agreement.

V. Termination

The City and Chamber mutually reserves the right to terminate this Agreement for cause by providing sixty (60) days written notice, during which time the Chamber may remedy any issues identified by City and by paying the prorated termination compensation. Should Chamber cure the identified issues, the contract shall continue in full force. Stated “prorated termination compensation” shall be determined by mutual agreement and shall be negotiated in good faith by both parties. Should parties be unable to reach agreement of the prorated termination compensation within thirty (30) days after termination, an independent arbitrator will be appointed by mutual agreement and his/her decision shall be binding.

VI. Notices

All noticed hereunder shall be given in writing and mailed, postage prepaid by certified mail or other documented delivery carrier to the following addresses:

To Chamber: **Grover Beach Chamber of Commerce**
 Attn: CEO/President
 180 Highway One
 Grover Beach, CA 93433

To City/Agency: **City of Grover Beach**
 Attn: City Manager/Executive Director
 154 South 8th Street
 Grover Beach, CA 93433

VII. Interest

It is agreed that in the performance of this agreement, the Chamber at all times is deemed an independent contractor and is not an agent or employee of the City. The Chamber represents that it has no current conflicts nor will it enter into any agreements that may cause conflicts of interest with the performance of this agreement.

VIII. Indemnification

Parties agree to mutually indemnify, defend, and hold one another's partners, vendors, and suppliers harmless against all claims, liability, damages, costs, and expenses including, but not limited to, reasonable attorneys fees arising out of or related to any and all issues that may arise from the execution of this agreement. This includes, without limitation, responsibility for all consequences of any violation of this agreement in which one Party is working in good faith to maintain or achieve the goals and directives of this agreement.

IX. Insurance

Chamber shall provide the required proof of insurance in accordance with the City insurance requirements. Additionally, each Party will name the other as an additionally insured party.

X. Binding Service Agreement

The provisions of this agreement are for the benefit of the City and its agents, employees, and citizens, and shall have the right to assert and enforce such provisions directly on their behalf. Other than as expressly stated in this agreement, this Agreement shall not be deemed to create any rights to or in third parties. The terms and conditions of this Agreement apply to and shall bind Parties, their subcontractors, executors, and administrators. Each Party reserves the right to cancellation or review should Chamber or City decide to substantially subcontract or outsource its responsibilities under this Agreement.

XI. Applicable Law

This Agreement is made in the State of California. This Agreement and all of the Parties respective rights and duties, including, without limitation, claims for violation of state consumer protection laws, unfair competition laws, and any claims in tort shall be governed by and construed in accordance with the laws of the State of California, in the United States, excluding conflicts of laws provisions. Any such controversy or claim shall be settled exclusively by arbitration and administered by the American Arbitration Association under its Commercial Arbitration Rules. Any such arbitration will be held in the County of San Luis Obispo, California. The arbitrator will be an expert in the field of City contracted services or other appropriate subject

matter of the dispute. Any cause of action brought by Parties with respect to this Agreement must be instituted within one (1) year after the claim or cause of action has arisen or has been barred.

XII. Waivers

The waiver by either Party of any breach or violation of any term, covenant, or condition of this Agreement or any provision, ordinance or law shall not be deemed to be a violation of the same or of any of term, covenant, condition, ordinance, or law. The subsequent acceptance by either Party of any fee or other consideration which may become due hereunder shall not be deemed to be a waiver or the acceptance of any preceding breach or violation by the other Party of any term, covenant or condition of this Agreement.

XIII. Miscellaneous

If any term of this Agreement is found by a court of competent jurisdiction to be invalid, illegal or unenforceable, it shall be construed in such a way as to eliminate the offending aspects while still giving as much effect as possible to the intentions of such term. If this cannot be done and the entire term is invalid, illegal or unenforceable and cannot be so repaired, then the term shall be considered to be stricken from this Agreement as if it had not been included from the beginning. In any such case, the balance of this Agreement shall remain in effect in accordance with its remaining terms notwithstanding such invalid, illegal or unenforceable term. Parties may enforce or decline to enforce any or all of the terms of this Agreement in their sole discretion. In no event shall Parties be required to explain, comment on, suffer liability for or forfeit any right or discretion based on its enforcement, non-enforcement or consistency of enforcement of these terms. Captions used in this document are for convenience only and shall not be considered a part of this Agreement or be used to construe its terms or meaning.

XIV. Entire Agreement

This Agreement, as well as the additional appendices, future documents, and attachments, specifically incorporated as a part of this Agreement, constitutes the entire and only agreement with respect to its subject matter between the City and the Chamber.

(Signatures on following page)

Grover Beach Chamber of Commerce

**City of Grover Beach/
Grover Beach Improvement Agency**

Robert Perrault
City Manager/Executive Director

Attest:

Donna L. McMahon
City Clerk/Agency Secretary

Approved as to Form:

Martin D. Koczanowicz
City Attorney/Agency Counsel

DRAFT

SERVICE AGREEMENT

This Professional Services Agreement (“**Agreement**”) is entered into effective July 1, 2008 (the “**Effective Date**”) by and between the City of Grover Beach / Grover Beach Improvement Agency, California (“**City**”), having a principal place of business at 154 S. 8th Street, Grover Beach, CA 93433, and the Grover Beach Chamber of Commerce, a California non-profit organization (“**Chamber**”), having a principal place of business at 180 Highway One, Grover Beach, CA 93433.

WHEREAS, City desires to promote and market the City as a supporter of business, a destination for tourists, and a recreational center for residents, by operating a “visitor center” which provides City information and promoting business development and growth within the City; and

WHEREAS, Chamber is organized and equipped to develop and implement activities which may generally benefit the City and specifically assist the City with the implementation of its adopted Economic Development Strategy, and positively affect the general perception of the City as a business-friendly community, destination for tourists, and recreational outlet for residents.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the Parties hereto agree as follows:

1. Management

A. City Manager shall represent or designate a representative who will act as the Chamber liaison and program manager for this Agreement. The liaison shall provide monthly updates to the Chamber Board on general City business, business initiatives, community initiatives, development projects, public safety, and other City business, as appropriate.

B. Chamber Executive Director shall represent the Chamber and have overall responsibility for the Chamber’s performance of services described in this Agreement. Additionally, Chamber shall provide a written quarterly report of Chamber budget, activities, and performance to the City.

2. Term

The initial term of the Agreement shall be for a period of twenty four (24) months, commencing on July 1, 2008, unless sooner terminated as provided under this Agreement (including any renewal term, the “**Term**”). Thereafter, this Agreement shall automatically renew on a one year basis unless either Party provides notice to the other Party of its intent not to renew this Agreement at least thirty (30) days (but not more than ninety days) prior to the end of the initial or any renewal term.

3. Services

A. **Visitor Center Operation:** Chamber shall maintain its office within the City's property at 180 Highway One, Grover Beach, CA 93433. This office shall also act as the Grover Beach Visitor Center. As such, the Chamber shall establish and maintain hours of operation suitable to meeting the demands of the City's tourists. The Chamber will from time to time provide the City with a current schedule of hours. The operation of the Visitor Center shall include but is not limited to:

1. Staffing the Center to provide information to visitors, the public, professionals, and any other interested parties.
2. Making readily available marketing materials that promote the City. These materials shall be distributed to other local chambers, tourist agencies, business agencies and groups, as well as travel organizations, and regional promotional groups. These materials may be the Chamber's materials or the marketing materials provided by the City.
3. Maintaining and making available to interested visitors various public information and contacts. This information should include general information regarding the City and the services the City provides, schools, regional hospitals, and other agencies that support the community.

B. Business Promotion and Development:

1. Chamber will maintain a library or display of literature featuring the businesses of the community, directories, and other relevant information for those interested.
2. The Chamber shall maintain a website that features City links and business information. This website should also provide local businesses an opportunity to link or be linked to the Chamber.
3. The Chamber shall continue its efforts to develop and strengthen its membership from businesses located and doing business within the City.
3. The Chamber Executive Director shall be familiar with the City's business policies. The Executive Director shall provide potential businesses accurate City contact information.
4. The Chamber shall support the City in applying for grants and City development agreements.

6. Chamber shall provide an annual report which identifies goals, objectives and accomplishments of the Chamber. This report shall also include a general financial summary.

C. Community Events

1. The Chamber shall organize, manage, and host two (2) community events each year. This is to include the marketing, promotion, and operation for each event, as well as any related City activity held in conjunction with the two events. These events shall consist of:

A. Community faire and festival, currently known as the Central Coast Celebration, consisting of carnival rides, local live music, food and wine tasting, and vendor exhibits.

1. City shall provide the following support for Central Coast Celebration:

- a. Police Department staff support of both days.
- b. Fire Department emergency medical staff support during the event.
- c. Loan of selected City equipment and public assistance to set up traffic pylons and fencing
- d. A City representative to serve on the Chamber organizing committee.

B. A Grover Beach traditional event known as Stone Soup Ethnic Music Faire, featuring the diversity of Grover Beach and California, with music, food, dance, and vendor exhibits.

1. City shall provide the following support for Stone Soup Ethnic Music Faire:

- a. Use of Ramona Garden Park Center & Ramona Park
- b. The use of Ramona Avenue from 8th Street to 10th Street and from 9th Street from West

Grand Avenue to Brighton Avenue. Residents within the event operating areas will be given controlled access during the entire event.

c. Police Department staff support of both days.

d. Fire Department emergency medical staff support during the event.

e. Loan of selected City equipment and Public Works assistance to set up traffic pylons and fencing.

f. A City representative to serve on the Chamber organizing committee.

4. Payment

In consideration of the services provided by the Chamber, the City agrees to the following consideration:

- A. Visitor Center management and economic development assistance: \$25,000 to be paid in 12 monthly installments of \$2,083.
- B. Operation of two (2) community events: a total of \$15,000 to be paid in equal \$7,500 payments upon receipt of Chamber invoice sixty (60) days prior to each event.
- C. Provide the Chamber the first right of refusal to operate (1) one of the City's approved Fireworks Stands/Booths

5. Termination

The City reserves the right to terminate this Agreement for cause by providing sixty (60) days written notice, during which time the Chamber may remedy any issues identified by City and by paying the prorated termination compensation. Should Chamber cure the identified issues, the contract shall continue in full force. Stated "prorated termination compensation" shall be determined by mutual agreement, and shall be negotiated in good faith by both parties. Should parties be unable to reach agreement of the prorated termination compensation within the 60 days, Chamber at its option may under reservation of rights pay the requested amount in order to keep the Agreement in effect. If such payment is made, Parties agree to mediate the disputed amount before a Court action is initiated and adjust the payment upon successful completion of the mediation. If Chamber chooses not to pay the prorated compensation,

the Agreement will be terminated and the Parties may pursue any available legal remedies. By accepting the prorated termination compensation, the City does not waive its rights to pursue any action to recover any other damages that it incurred as a result of the Chamber's breach of the terms of this Agreement.

6. Inspection

Chamber shall furnish and provide City access to information, events, personnel and any other reasonable request for City to ascertain that the services described in this Agreement are being performed. All work done and materials furnished, if any, shall be provided to City representative for inspection and will not relieve Chamber of its obligation to fulfill the remainder of this Agreement.

7. Notices

All noticed hereunder shall be given in writing and mailed, postage paid by certified mail or other documented delivery carrier, to the addresses:

To Chamber: Grover Beach Chamber of Commerce
Attn: Executive Director
180 Highway One
Grover Beach, CA 93433

To City: City of Grover Beach
Attn: City Manager
154 South 8th Street
Grover Beach, CA 93433

8. Interest

It is agreed that in the performance of this agreement, the Chamber at all times is deemed an independent contractor and is not an agent or employee of the City. The Chamber represents that it has no current conflicts nor will it enter into any agreements that may cause conflicts of interest with the performance of this agreement.

9. Indemnification

Parties agree to mutually indemnify, defend and hold one another's partners, vendors, and suppliers harmless against all third party claims, liability, damages, costs and expenses, including but not limited to reasonable attorneys fees arising out of or related to any and all issues that may arise from the execution of this agreement.

10. Insurance

Chamber shall provide the required proof of insurance in accordance with the City insurance requirements. Additionally, each Party will name the other as an additionally insured party on any applicable liability and property policies.

11. Binding Service Agreement

The provisions of this agreement are for the benefit of the City and the Chamber and their agents, employees, citizens, and shall have the right to assert and enforce such provisions directly on their behalf. Other than as expressly stated in this agreement, this Agreement shall not be deemed to create any rights to or in third parties. The terms and conditions of this Agreement apply to and shall bind Parties, their subcontractors, executors, and administrators. The City reserves the right to cancellation or review should Chamber decide to substantially subcontract or outsource its responsibilities under this Agreement.

12 Applicable Law

This Agreement is made in the State of California. This Agreement and all of the Parties' respective rights and duties, including, without limitation, claims for violation of state consumer protection laws, unfair competition laws, and any claims in tort shall be governed by and construed in accordance with the laws of the State of California, in the United States, excluding conflicts of laws provisions.

13. Waivers

The waiver by either Party of any breach or violation of any term, covenant, or condition of this Agreement of any provision, ordinance or law shall not be deemed to be a violation of the same or of any of term, covenant, condition, ordinance, or law. The subsequent acceptance by either Party of any fee or other consideration which may become due hereunder shall not be deemed to be a waiver or the acceptance of any preceding breach or violation by the other Party of any term covenant, condition of this Agreement.

14. Miscellaneous.

If any term of this Agreement is found by a court of competent jurisdiction to be invalid, illegal or unenforceable, it shall be construed in such a way as to eliminate the offending aspects while still giving as much effect as possible to the intentions of such term. If this cannot be done and the entire term is invalid, illegal or unenforceable and cannot be so repaired, then the term shall be considered to be stricken from this Agreement as if it had not been included from the beginning. In any such case, the balance of this Agreement shall remain in effect in accordance with its remaining terms notwithstanding such invalid, illegal or unenforceable term. Parties may enforce or decline to enforce any or all of the terms of this Agreement in their sole discretion. In no


event shall Parties be required to explain, comment on, suffer liability for or forfeit any right or discretion based on its enforcement, non-enforcement or consistency of enforcement of these terms. Captions used in this document are for convenience only and shall not be considered a part of this Agreement or be used to construe its terms or meaning.

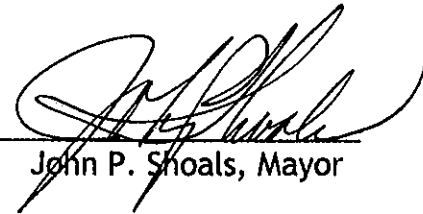
15. Entire Agreement

This Agreement, as well as the additional appendices, future documents and attachments, specifically incorporated as a part of this Agreement, constitutes the entire and only agreement with respect to its subject matter between the City and the Chamber.

Grover Beach Chamber of Commerce

City of Grover Beach

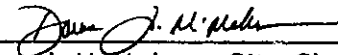
By: 

By: 
John P. Shoals, Mayor


By: _____

Attest:

By: _____


Donna L McMahon, City Clerk

Approved as to Form:


Martin D. Koczanowicz
City Attorney