DOWNTOWN WITHER & CO

PO Box 776 Martinez, CA 94553 / 925.228.3577 / director@downtownmartinez.org

Board of Directors

April 18, 2023

Terry Edwards, President PakMail Center of Martinez

Dear Martinez Mayor and City Council:

John Curtis, Former President Martinez Museum Thank you for your continuous support of Downtown Martinez & Co. and the opportunity to be considered for further support by the City of Martinez.

Fadhila Holman, Cooperative Center Federal Credit Union, Vice President

In the twenty-two years since its founding, Downtown Martinez & Co. has played a major role in the transformation of the downtown from vacant buildings with few marketable assets to the thriving destination we know it as today. The Main Street Four Point Approach Program that Downtown Martinez & Co. uses as a revitalization structure focuses on Economic Vitality, Design, Promotion and Organization. Through this structure Downtown Martinez & Co. has exceeded all expectations in the twenty-two years since the program was created and funded by City Council in 2001.

Candice Gliatto, Interim Secretary Citrus Salon

Downtown Martinez & Co. serves the Downtown Businesses, Downtown Property Owners, the Martinez Community, City Staff and Visitors by providing the following:

Diane Beck, Treasurer Member at Large

> Michele Corey, Martinez Refining Company

> > Ryan Geiser, Taco Daddy's

Che Germaine, Member at Large

Rob Schroder, Schroder Insurance Services

Courtney Ayers, Breaking Ground Real Estate

> Kara Klotchman, Executive Director

- Business Support. Provides businesses resources including: starting a new business (procedures and connecting property owners with interested parties), marketing tools, grant application and funding opportunities, business conflict management, permitting guidance and store front improvements.
- Acting as City Liaison Between Businesses and City Staff. Downtown
 Martinez & Co. remains in communication weekly (if not more often)
 providing resources to City Staff including but not limited to: phone support,
 information and materials for Council and Committee meetings, businesses
 surveying and support, resources, assistance coordinating downtown
 projects and events (at city level) and partnering with City on development
 and implementation of City Economic Development programs and projects.
- Community, Tourism and Marketing. Downtown Martinez & Co. produces over 20 community events per year drawing additional foot traffic (200,000 visitors) to the downtown core and organizing volunteers providing 2,000 hours of unpaid service to the City per year. The events are promoted on multiple levels giving the City of Martinez year-round advertising to the Bay Area and beyond. Downtown Martinez & Co. has over 35,000 followers on social media and email lists and, is one of the top performing websites in town with an average of 1,300 visitors per month. Downtown Martinez & Co. also produces multiple promotional marketing materials including: downtown business listing brochures, media articles, downtown kiosk and light pole banners.
- **Organization.** Operation expenses and duties that the Downtown Martinez & Co. Executive Director performs internally include: administrative duties phone, email, mail, being "on the street" and available, checking in on

businesses, accounting, taxes, social media & marketing, graphic design, volunteer coordination, placing orders and issuing invoices, event production, membership, biweekly newsletter, website updates and program operations.

A vital need for Downtown Martinez & Co. is funding for our program. Our program has grown significantly since 2001 and the general cost of living has gone up. In the past, we have relied on volunteers and one minimally compensated Executive Director. This has prevented our highly successful and valuable program from growing as it should and has produced an over-extended Executive Director who simply can't keep up with demands and expectations of the organization's many stakeholders.

Downtown Martinez & Co. is requesting that our yearly grant from the City of Martinez be increased to \$120,000 for the next two fiscal year budget cycles to support our program that has proven its value to the City of Martinez, the downtown and its community. In 2002, City funding for Downtown Martinez & Co. was \$75,000. It was gradually reduced to \$45,000 during periods of economic uncertainty but was not restored during periods when tax revenues rebounded. The City financial condition and the local economy are no longer contracting, and our program has multiplied its services and continues to see a rise in cost of living directly impacting our budget expenses for office rent and event equipment. Therefore, we feel this is the appropriate time to request additional funding.

An increase in funding from the City of Martinez will give us the opportunity to hire a part-time employee, grow our program, expand our services to businesses and produce additional family-friendly events for the community. As we move forward, an increase in funding will also allow for an Assistant Director/Event Coordinator to be hired to allow for our Executive Director to continue to be highly engaged with City staff.

We believe that Downtown Martinez & Co. is performing well -- consistent with the mission, the best interests of the City of Martinez and its future plans for the downtown core. We hope that you will find it in your hearts to continue to support this program and are able to provide the budget to help it grow. If we can provide additional information to encourage consideration of our request, please feel free to contact Downtown Martinez & Co. Board President, Terry Edwards at 925.228.6209 or Executive Director, Kara Klotchman at 925.413.2361. We would also be happy to personally meet with the Council to present this proposal.

Martiney & co.

PO Box 776 Martinez, CA 94553 / 925.228.3577 / director@downtownmartinez.org

Board of Directors

April 18, 2023

Terry Edwards, President PakMail Center of Martinez

Dear Martinez Mayor and City Council:

John Curtis, Former President Martinez Museum Thank you for your continuous support of Downtown Martinez & Co. and the opportunity to be considered for further support by the City of Martinez.

Fadhila Holman, Cooperative Center Federal Credit Union, Vice President

In support of our additional funding request, Downtown Martinez & Co. would like to address a tentative breakdown of how additional funding would be allocated should the Council move forward with our request.

Candice Gliatto, Interim Secretary Citrus Salon Additional Staffing. Downtown Martinez & Co. currently operates with a paid Executive Director and voluntary Board of Directors. The Executive Director works an average of 50-60+ hours weekly with volunteer support. All marketing, social media, graphic design and majority of accounting is done in house. Our organization needs to be able to provide a sustainable and competitive salary for this important role to insure employee retention. In addition, the growth and maintenance of this program relies on an additional part-time staff member for at least 20 hours weekly plus events.
 \$30,000+/year.

Diane Beck, Treasurer Member at Large

> Michele Corey, Martinez Refining Company

> > Ryan Geiser, Taco Daddy's

Che Germaine, Member at Large

Rob Schroder, Schroder Insurance Services

Courtney Ayers, Breaking Ground Real Estate

> Kara Klotchman, Executive Director

Executive Director Goals with Event Coordinator:

Main Goal: Boots on the Ground, Program Growth and National Main Street Accreditation

- Advocacy and Relationship Growth Grow partnerships and programs with Community College, local non-profits, SBDC, Alhambra High School, Chamber of Commerce.
- Business Communications More frequent business check-ins, surveys, business meetings, educational classes, certificate program ie: retail secret shopper and training based on results, new business support.
- Funding/Sponsorship/Collaboration/Grant Opportunities
- Marketing and Advertising Keep business directory more up-to-date for Kiosk and brochure, business kiosk program, businesses event, live entertainment and job listing on website, new advertising opportunities to create tourism (campaign), Taste the Straight collaboration with surrounding cities and/or restaurant week, shop small initiative year round, press releases.
- Economic Vitality Meet with property owners, work towards filling and recruiting vacancies, store front improvements, reinvestment statistics, vacant property listing on website.
- Design Banner project (continued after initial reinvestment)
- Hands on collaboration with unhoused solutions and service providers.
- Potential additional "events" ie: artwalk, health and beauty month, contests encouraging shopping/dining etc. Not labor intensive on Main Street or City but still very impactful.

- Cost of Living. The average cost of living has gone up significantly. The
 programs expenses have increased across the board. Event expenses
 including: porta potties, permits, printing and rental expenses. Operation
 expenses including: office rent, printer equipment and supplies. Additional
 \$10,000+/year.
- Event Production & Business Support: Downtown Martinez & Co. produces over 20 community events per year plus additional projects and business support. Our program survives on a tight budget that is funded by our larger ticketed events involving alcohol sales. These revenue producing events fund our program and our more family friendly events. Family friendly events including: 4th of July Parade, Trunk-or-Treat, Small Business Saturday, Community Hanukkah Celebration, Santa House and Community Christmas Tree Lighting and Ceremony.

Downtown Martinez & Co. would like to continue to host these as well as look at the potential of additional events. Additional city funding would allow Downtown Martinez & Co. to continue and grow these types of community friendly events.

- Work Plan Projects: Downtown Martinez & Co. Board of Directors and Executive director will be finalizing the 2023/24 work plan at the end of April. Projects under consideration include:
 - Street Pole Banner Hardware and Seasonal Banners (twice a year) Additional \$2,000 one-time hardware expense plus \$7,000 per year (artwork and banner printing).
 - Your Town Exclusive Martinez Holiday Edition in collaboration with Chamber of Commerce (see attachment for project details). Additional \$16,000 or \$8,000 each per year.
 - Update downtown Martinez and Downtown Martinez & Co. marketing images and videos. Additional \$10,000.
 - Storage Unit needed to relocate from Old Train Station.
 Additional \$3,600 per year.
 - Santa House Renovations. Additional \$3,600 per year.
 - Mural Project Additional \$6,800+

An increase in funding from the City of Martinez will give us the opportunity to hire a part-time employee, grow our program, expand our services to businesses and enhance and produce additional family-friendly events benefiting the small businesses and the community. All **contributing to the economic vitality of downtown Martinez**.

We thank you for your continued support of our program and consideration of additional funding to help it grow. If we can provide additional information to encourage consideration of our request, please feel free to contact Downtown Martinez & Co. Executive Director, Kara Klotchman at 925.413.2361. Downtown Martinez & Co. would also be happy to personally meet with the Council to answer any further questions.

Program/Budget Review

- Downtown Martinez & Company
- January 23, 2023
- Presented by Rachael Snedecor
- · CEO; Roots Up Collective



About Roots Up Collective

- my over 40 years of experience in directing and managing growth and vitality in several different industries has brought me to this organization. Whether that was in service goals, sales goals or challenges in meeting and exceeding goals within an place of forming and launching Roots Up Collective weaknesses, you cannot find the strengths. That philosophy and the way of achieving those goals. If you do not identify the when digging deep to identify what challenges and issues were in All throughout my career, I have been a part of teams identifying professional growths goals, I have always thrived and succeeded
- Along my career journey I have been blessed with the opportunity to have excellent mentors, leaders and experts inspire me, guide me and teach me. I learned very early on to be willing to say, "Help Me!" That vulnerability in admitting that you have much to learn, attracts those with the guidance you need to grow.
- Roots Up Collective is here to help you dig deep into your organizational roots. Be vulnerable and open to help and watch just how far you can grow. Let us provide you with the professional nourishment you need to flourish!
- Rachael Snedecor, Owner/Founder

The Budget/Program Review Process

- Reviewed Annual Work Plan, Budget and Financials
- and objectives to ensure findings and recommendations are staying in line with the organization's goals further info where needed and questions answered. Preliminary findings were discussed Met with Executive Director and Board Treasurer to discuss the detailed report to get
- Finalized budget review and prepared recommendations
- Presentation to ED for review and input
- Presentation to Board of Directors

Fiscal Budget 2022/2023

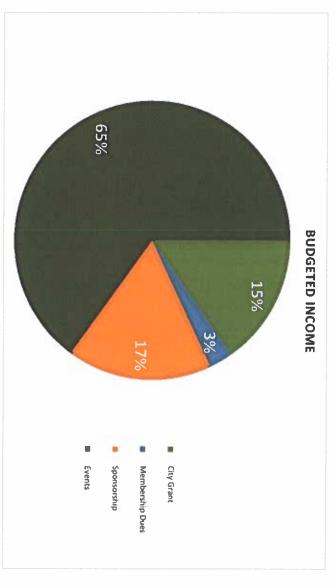
also the main focus of staff time. This, as well as the Origination focus meets two the Main Street America Four Point Approach Criterias. The review of the Fiscal Budget showed a heavy emphasis on Events as the primary source of funding but

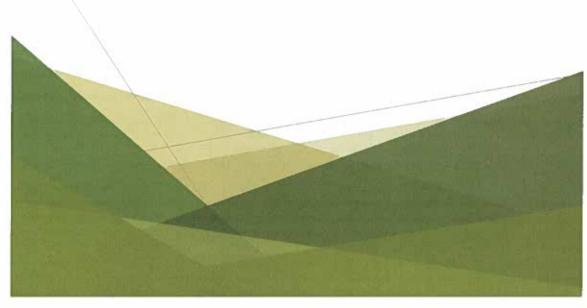
Main Street Programs revitalization efforts and success. There are no programs budgeted that would be focusing on two of the Four Points designated as crucial in

existing businesses, catalyze property development, and create a supportive environment for entrepreneurs and innovators that drive local economies. ECONOMIC VITALITY focuses on capital, incentives, and other economic and financial tools to assist new and

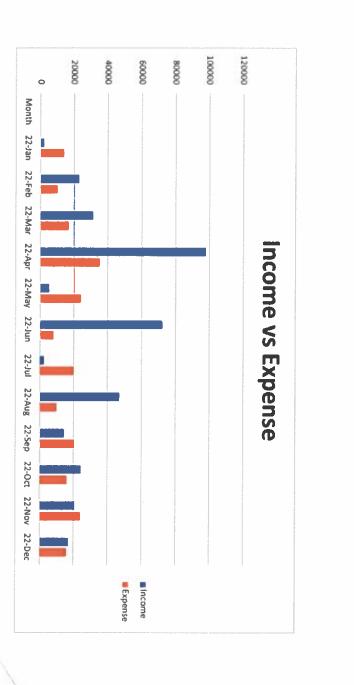
DESIGN supports a community's transformation by enhancing the physical and visual assets that set the commercial district apart.

Revenue Sources



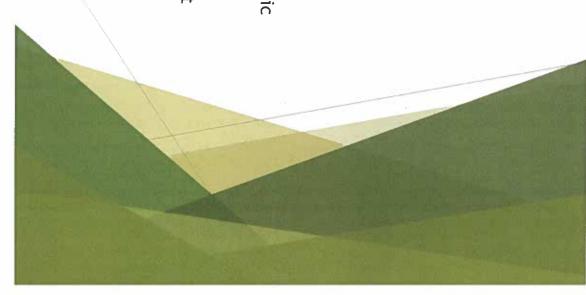


Annual Income Vs Expense by Month



Recommendations

- move revenue and staff time away from the lesser performing events Review your Event list and identify any "Stop Doing"s. It may be time to
- Identify additional revenue sources for existing events
- Get Event Coordinator in place as soon as possible
- Add additional programs to the Annual Work Plan that focuses on Economic potential developments and projects Vitality. Identify downtown design needs and start conversations toward
- Restructure the Downtown Member program to create stronger non-event benefits to attract additional member signups and revenue.



Staff Event Time Goal

- Executive Director 1020 hours
- Currently 2270 hours (over 40 hour work week on events only)
- Event Coordinator 1250 hours

Exhibit A- Scope of Work

Scope of Work/Fee for Service Deliverables 2022/2023

Economic Vitality

- 1) Identify and engage with specific support organizations for all downtown industries to increase their support systems available (ie. Fitness, Health and Beauty, Retail Shops).
- 2) Actively recruit business investment and activation strategies for City owned historic properties in downtown Livermore.
- 3) Develop and Market Business Retention and Recruitment Programs.
- 4) Work with businesses on permitting and compliance issues.
- 5) Provide ongoing tenant and property owner outreach and interaction to inform businesses of City plans, processes and protocols.
- 6) Maintain Downtown Property Owner Roster.
- 7) Host Monthly meetings with downtown businesses, property owners and City Staff to maintain clear communication on construction impacts, parking and public space use.
- 8) Communicate to the public updates on key Downtown revitalization projects.

Design

- 1) Interface with City Code Enforcement and business owners regarding possible nuisances and zoning code violations.
- 2) Provide input and direction on downtown Bike Corrals, Public Art and Wayfinding Signage.
- 3) Activate the Lot on First with community and business-supporting uses.
- 4) Assist in efforts regarding homeless impacts and solutions.

Promotion

- 1) Expand on Livermore Valley Tourism efforts and programs to expand on destination marketing and hospitality support, as well as arts promotion.
- 2) Manage and promote the year-round Sunday and seasonal Thursday Farmer's Market
- 3) Produce and implement downtown tradition and new events including but not limited to Halloween Hay Day, Witches Night Out, Earlier Than the Bird, Holiday Sights and Sounds Parade, Livermore Half Marathon and Livermore Downtown Street Fest.
- 4) Manage Downtown kiosks.
- 5) Promote the Downtown District of Livermore to, among others, the Tri-Valley, Regional and State level organizations and potential tourism outlets.
- 6) Work collaboratively with local and regional organizations, including Livermore Valley Chamber of Commerce, Livermore Cultural Arts Council, Livermore Valley Winegrowers, Livermore Labs, Visit Tri-Valley, and private organizations such as local makers markets.
- 7) Act as liaison to external organizations in the downtown industry such as California Main Street, the California Downtown Association, the National Main Street Center, California Association of Festival Producers, Visit California, Responsible Hospitality Institute and the California Restaurant Association.
- 8) Manage and expand the Livermore Valley Made Initiative.
- 9) Manage a broad selection of Social Media platforms with well populated content and community interest, maintaining our position as a top Livermore Valley influencer.

EXHIBIT B

INSURANCE REQUIREMENTS

Minimum Scope and Limits of Insurance

Consultant/Contractor shall maintain limits no less than:

- Commercial General Liability, including operations, products, and completed operations, as applicable:
 \$5,000,000 per occurrence/\$10,000,000 aggregate for bodily injury, personal injury, and property damage. If Commercial General Liability or other form of insurance with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
- 2. Automobile Liability:
 - \$1,000,000 per accident for bodily injury and property damage.
- Workers' Compensation and Employer's Liability: Statutory limits as required by the State of California including \$1,000,000 Employers' Liability per accident, per employee for bodily injury or disease. A waiver of subrogation is required for Workers' Compensation insurance. If Consultant/Contractor is a sole proprietor, then they must sign "Contractor Release of Liability".
- 4. Liquor Liability:
 - **\$1,000,000** per occurrence.

Deductibles and Self-Insured Retention

All self-insured retentions (SIR) must be disclosed to Risk Management for approval and shall not reduce the limits of liability. Policies containing any self-insured retention (SIR) provision shall provide, or be endorsed to provide, that the SIR may be satisfied by either the named insured or the City of Livermore. The City of Livermore reserves the right to obtain a full certified copy of any insurance policy and endorsements. Failure to exercise this right shall not constitute a waiver of right to exercise later.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best rating of no less than A: VII and accepted to do business in the State of California, unless otherwise acceptable to the City of Livermore.

Other Insurance Provisions

The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. The City of Livermore, its officers, officials, employees, and designated volunteers are to be covered as additional insureds as respects: liability arising out of activities performed by or on behalf of the Consultant/Contractor; or automobiles owned, leased, hired or borrowed by the Consultant/Contractor. The coverage shall contain no special

- limitations on the scope of protection afforded to the City of Livermore, its officers, officials, employees, or volunteers.
- The limits of insurance required in this agreement may be satisfied by a combination of primary and umbrella or excess insurance. The additional insured coverage under the Consultant's/Contractor's policy shall be primary and non-contributory and will not seek contribution from the City's insurance or self-insurance and shall be at least as broad as ISO Form CG 20 10 04 13. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of the City of Livermore before the City's own insurance or self-insurance shall be called upon to protect it as a named insured.
- 3. Any failure to comply with reporting or other provisions of the policy, including breaches of warranties, shall not affect coverage provided to the City of Livermore, its officers, officials, employees, or volunteers.
- 4. The Consultant's/Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- 5. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party before expiration of the policy unless notice is delivered in accordance with policy provisions.
- 6. It shall be a requirement under this agreement that any available insurance proceeds broader than, or in excess of, the specified minimum insurance coverage requirements and/or limits shall be available to the additional insured. Furthermore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this agreement; or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named insured; whichever is greater.
- 7. Certificate Holder section of the insurance certificate should read: City of Livermore, 1052 S. Livermore Avenue, Livermore, CA 94550

Verification of Coverage

Consultant/Contractor shall furnish certificates of insurance and endorsement(s) effecting coverage to the City of Livermore for approval. The endorsements shall be on forms acceptable to the City of Livermore. All certificates and endorsements are to be received and approved by the City of Livermore before work commences. The City of Livermore reserves the right to require complete and certified copies of all insurance policies required by this Agreement.

Revised 9/15/2021

					Staff time	Staff time Estimated	Estimated
Events	Income	Expense	No Risk Low Risk	No Risk Low Risk Med Risk High Risk	covered	not covered	Hours
Yr Round FM	\$1,500.00	-\$	×		\$1,500.00	\$5,250.00	150
4th of July	\$10,000.00	\$2,500.00	×		\$6,750.00		150
Open Air Markets	\$10,000.00	\$250.00		×	\$6,750.00		150
Makers Mkt	\$10,000.00	\$3,400.00		×	\$6,750.00		150
Car/Bike	\$6,000.00	\$5,000.00		×	\$1,000.00	\$5,750.00	150
Zombie	\$22,000.00	\$9,000.00		×	\$6,750.00		150
Trunk or Treat	\$10,000.00	\$500.00	×		\$6,750.00		150
Holiday S & S	\$10,600.00	\$3,000.00		×	\$6,750.00		150
Menorah	\$-	\$200.00	×		\$-	\$6,750.00	150
Christmas Tree	\$10,000.00	\$7,250.00		×	\$2,750.00	\$4,000.00	150
Santa Beer	\$13,000.00	\$4,800.00		×	\$6,750.00		150
Santa House	\$3,600.00	\$1,000.00		×	\$2,500	\$4,250.00	150
Wine and Choc	\$24,000.00	\$4,800.00		×	\$6,750.00		150
Beer Fest	\$114,000.00	\$55,000.00		×	\$14,400.00		320
	\$244,700.00	\$96,700.00			\$76,150.00	\$26,000.00	2270

AGREEMENT BETWEEN CITY OF LIVERMORE AND LIVERMORE DOWNTOWN INC. FY 2022-2023

THIS AGRE	EMENT, is ente	ered into this	day	of	, 2022
between the City Downtown, Inc. ("R	of Livermore,				

RECITALS

- A. The City and Recipient desire to enhance economic growth and assist businesses in the downtown.
- B. Recipient is dedicated to the economic health and vitality of downtown Livermore and is a certified National Main Street Program and 2009 Great American Main Street Award recipient.
- C. The City, and in the past the Redevelopment Agency, have partnered with Recipient since 1986 to implement the City's economic development plans through Recipient's liaison with new and established businesses, organization and promotion of events in the downtown, use of Social Media and other promotional materials, and more recently, programs to enhance tourism attraction.
- D. The City and Recipient desire to enter into this Agreement, whereby the City will provide a \$90,000 grant to Recipient for services to be provided to the City in Fiscal Year 2022-2023.

AGREEMENT

NOW, THEREFORE, City and Recipient hereby agree that the aforementioned recitals are true and correct and further agree as follows:

I. SCOPE OF WORK

A. Services

Recipient shall provide professional marketing and promotional services to the City as more particularly set forth in Exhibit "A" ("the Services").

B. Budget

The City will issue, and Recipient will use, funds in the amount of \$90,000 (the "Funds") to perform the Services consistent with the terms and conditions of this Agreement. The City has not committed any funds to Recipient beyond Fiscal Year 2022-2023.

II. TIME OF PERFORMANCE

Recipient shall provide the Services during the fiscal year period beginning July 1, 2022 and terminating June 30, 2023.

III. PAYMENT

Upon written request by Recipient, the City shall disburse \$90,000 of the grant amount within 10 working days of the request.

IV. NOTICES

Notices under this Agreement must be delivered to the addresses below by deposit in the United States mail or by overnight delivery service, with postage prepaid and delivery confirmation:

To City: Attn: Brandon Cardwell , Innovation & Economic Development Dir.

City of Livermore

1052 S. Livermore Avenue Livermore, California 94550

To Recipient: Attn: Ruby Lopez-Villareal, Executive Director

Livermore Downtown Inc.

P.O. Box 1067

Livermore, CA 94551

V. ADMINISTRATIVE REQUIREMENTS

A. <u>Documentation</u>, Recordkeeping, Reporting and Monitoring

- 1. Documentation: Recipient shall document and maintain the following records including, but not limited to:
 - a. Records providing a full description of the Services provided and the date(s) on which each of the Services occurred; and
 - b. Records demonstrating that each of the Services undertaken meets one of the objectives of this agreement.
- 2. Retention Period: Recipient shall retain all records pertinent to expenditures incurred in the performance of the Services under this Agreement for a period of two (2) years after the termination of all services funded under this Agreement.
 - 3. Annual Reporting: Recipient shall provide:
 - a. Annual Report an Annual Report will be provided no later than July 5, 2023, summarizing the numbers and results of marketing and promotional activities and describing the accomplishments of the Program

during the 2022-20232 program year.

- b. Miscellaneous Reporting Recipient shall notify the City in writing of any changes in organizational bylaws, personnel, and/or Board of Directors.
- 4. Monitoring: The City will generally monitor the Recipient during the year through its attendance at regular Board Meetings. Said monitoring may also include a more formal semi annual review of Recipient progress and of the financial records of Recipient.

VI. GENERAL CONDITIONS

A. Relationship of Parties – Independent Contractors

The relationship of the parties shall be that of independent contractors. Recipient and its employees are not City officers or employees. Recipient is responsible for the supervision and management of its employees, including any workers compensation insurance, withholding taxes, unemployment insurance, and any other employer obligations associated with the delivery of the Services contemplated by this Agreement.

B. Hold Harmless and Indemnity

Recipient shall defend, indemnify and hold City, its elected officials, officers, directors, employees, agents, and designated volunteers harmless from and against any and all loss, liability, damage, including but not limited to reasonable attorney, consultant and expert fees and court costs arising out of or in connection with this Agreement, except for the gross negligence and willful misconduct of City, its elected officials, officers, directors, employees, agents, and designated volunteers.

C. <u>Amendments</u>

City or Recipient may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of Recipient, and approved by the City. Such amendments shall not invalidate this Agreement, nor relieve or release Recipient or City from its obligations under this Agreement.

D. <u>Licenses and Permits</u>

Recipient shall be responsible for obtaining all required City permits, licenses, etc., and for complying with all City Codes and Ordinances, as needed.

E. Insurance

Recipient, at its own cost and expense, shall carry and maintain insurance as specified in Exhibit B. A current copy of insurance shall be filed with the City and

approved by its Risk Manager every year, upon renewal.

F. <u>Suspension, Termination, Return of Funds</u>

- 1. Termination for Cause: City may suspend or terminate this Agreement if Recipient materially fails to comply with any term or condition of this Agreement, including but not limited to, the following:
 - a. Failure, for any reason, of Recipient to fulfill in a timely and proper manner its obligation under this Agreement; or
 - b. Ineffective or improper use of the Funds provided under this Agreement.

Written notice of termination must be provided at least ten (10) calendar days before the effective date of such termination.

2. Effect of Termination: In the event of termination, all of the Funds shall be returned to the City's General Fund.

Signatures on Next Page

IN WITNESS THEREOF, the Parties have executed this Agreement as of the date first written above.

	Livermore Downtown Inc. A 501(c)3 Non Profit Corporation "Recipient"
DATED: Ruby Lopez-Villareal	BY:
	CITY OF LIVERMORE A Municipal Corporation "City"
DATED:	BY: Marianna Marysheva City Manager
APPROVED AS TO FORM:	
ASSISTANT/CITY ATTORNEY	_
Exhibits: Exhibit A - Scope of Work Exhibit B – Insurance Requireme Exhibit C – City Brand Guidelines	