

AGREEMENT FOR THE PROVISION OF PROFESSIONAL AVIATION CONSULTING SERVICES

This agreement for the provision of aviation consulting services (this "Agreement") is made and entered into this 7th day of November, 2000, by and between the City of Redlands, a municipal corporation (hereafter "City") and Shutt Moen Associates (hereafter "Consultant").

In consideration of the mutual promises contained herein, the City of Redlands and Shutt Moen Associates hereby agree as follows:

ARTICLE 1-ENGAGEMENT OF CONSULTANT

1.1. Engagement of Consultant. City hereby retains Consultant to perform professional aviation consulting services (the "Services") associated with City's evaluation of helicopter flight patterns and land use compatibility issues at the Redlands Municipal Airport. It is the City's desire to provide for the accommodation of both the current helicopter flight pattern and City's proposed sports park all as set forth in the Consultant's Proposal which is attached hereto as Exhibit "A" and incorporated herein by this reference. Consultant's Services shall include, but not be limited to, identifying actions which can be taken by City to facilitate development of the sports park, including (1) an analysis of whether helicopter flight patterns are governed by City's Land Use Compatibility Plan; (2) an analysis of flight pattern alternatives for the existing helipad, (3) suggestions for obtaining approvals of helicopter flight pattern modifications through appropriate regulating agencies, (4) an analysis of interim compatibility plan modifications, (5) the preparation of adequate State and Federal environment analysis and documentation. Consultant shall determine the method, details and means of performing the Services, and Consultant shall perform the Services to the best of its ability and with the skill, expertise and level of competency presently maintained by other practicing professionals providing similar service in the industry.

ARTICLE 2-PROJECT DESCRIPTION

2.1. Project Description. The proposed project is to evaluate the helicopter flight pattern and land use compatibility issues at the Redlands Municipal Airport and find a way to accommodate both the current helicopter flight training activity and the proposed new city sports park. Resolution of this issue will impact the City of Redlands' ability to proceed on the processing and development of the sports park.

ARTICLE 3-ADDITIONAL SERVICES

3.1. Subcontractors. Consultant may retain subcontractors in connection with its performance of the Services, subject to the prior written consent by City.

Consultant's key personnel for performance of the Services are as follows:

Kenneth A. Brody, Senior Planner

Michael R. McClintock, Senior Planner

Consultant agrees that these key personnel shall be principally responsible for the performance of the Services, and that such personnel shall not be replaced without prior consent of City.

3.2. Insurance. Consultant shall procure and maintain, as its sole cost and expense during the entire term of this Agreement including any extension thereof, the following policies of insurance:

(a) Comprehensive General Liability Insurance. A policy of comprehensive general liability insurance written on a per occurrence basis in an amount not less than either (i) a combined single limit of \$1,000,000 or (ii) bodily injury limits of \$1,000,000 per person, \$500,000.00 per occurrence and property damage limits of \$100,000.00 per occurrence and \$100,000.00 in aggregate.

(b) Worker's Compensation Insurance. A policy of worker's compensation insurance in such amount as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for Consultant against any loss, claim or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained as an employee by Consultant in the course of performing the Services required by this Agreement.

(c) Automotive Insurance. A policy of comprehensive automobile liability insurance written on a per occurrence basis in an amount not less than either (i) bodily injury liability limits of \$500,000 per person and \$1,000,000 per occurrence and property damage liability limits of \$100,000.00 per occurrence and \$250,000.00 in the aggregate or (ii) combined single limit liability of \$500,000.00. The policy shall include coverage for owned, non-owned, leased and hired vehicles.

ARTICLE 4- SCHEDULE, TERMINATION AND MISCELLANEOUS PROVISIONS

4.1. Schedule for Completion. Time is of the essence and the work described in Exhibit "A" shall be completed at the earliest possible date. Phase I shall be completed not later than February 28, 2001. The Contractor shall be expected to provide follow up work per Exhibit "A," and the fee schedule identified as Exhibit "B," as directed by the City, and shall attend related public hearings before the City Council as they are scheduled and other public bodies as the City may direct. City and Consultant further recognize that delays could occur for reasons outside the control of Consultant. If this situation occurs, an extension of due date shall be permitted by City.

4.2. Fee. In consideration for Consultant's performance of the Services, City shall pay to Consultant an amount not to exceed \$12,000 in accordance with the contract provisions of Exhibit "A" and fee schedule, Exhibit "B." Payment to Consultant shall be made upon the City's receipt of an itemized invoice describing the items for which payment is requested. All billings are due and payable within 30 days of the date they are mailed.

4.3. Termination. City may terminate this Agreement at any time, without cause, by prior written notice to Consultant. Upon such termination, Consultant shall deliver to City all documents, reports, materials and work of any nature pertaining to this Agreement and in the possession or under its control. In such an event, Consultant shall be paid for the work performed under this Agreement to the date of termination costs which would be strictly time and reimbursable expenses.

4.4. Indemnification. Consultant shall defend, indemnify and hold harmless the City and its elected officials, officers and employees from and against any and all liability arising out of or resulting from the negligent performance of this Agreement by Consultant, and its employees and its agents.

4.5. Independent Contractor. This Agreement is for professional services and does not make the employees of Consultant employees of City for the purpose of payroll deductions, unemployment insurance, or any other benefits. Consultant shall at all times retain the status of an independent contractor.

4.6. Nondiscrimination. During the performance of this Agreement, Consultant agrees that Consultant shall not discriminate on the grounds of race, color, national origin, sex, sexual orientation or disability, including the medical condition of Acquired Immune Deficiency Syndrome

(AIDS) or any condition related thereto in the selection and retention of employees and sub-consultant and the procurement of materials and equipment.

4.7. Ownership of Documents. The reports, drawings, maps and other contract documents prepared under this agreement by Consultant shall be and remain the property of City upon compensation of Consultant for its services herein described.

4.8. Assignment. Neither this Agreement, nor any duties or obligations under this Agreement, shall be assigned by Consultant without prior written consent of City. Any assignment or attempted assignment without such consent shall be void and unenforceable and may, at the sole discretion of City, result in the immediate termination of this Agreement.

4.9. Attorney's Fees. In the event any action is commenced to enforce or interpret the terms or conditions of this Agreement the prevailing party shall, in addition to any costs and other relief, be entitled to the recovery of its reasonable attorney's fees.

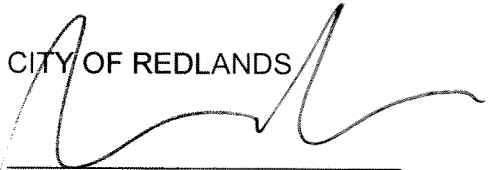
4.10. Entire Agreement. This Agreement supersedes any and all other agreements, either verbal or in writing, between the parties hereto with respect to the matters contained herein. Each party to this Agreement acknowledges and agrees that no representation, inducements, promises or agreements, verbals or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, stipulation or promise not contained in this Agreement shall be valid or binding on either party.

4.11. Books and Records. Consultant shall maintain books and accounts of all project related costs and all expenses. Books shall be available at all reasonable times for examination by City at the office of Consultant.

//
//
//
//
//
//
//
//
//

4.12. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

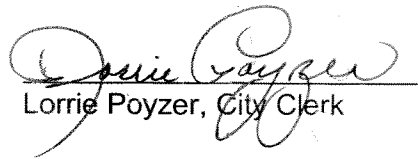
CITY OF REDLANDS



Gary George, Mayor Pro Tem

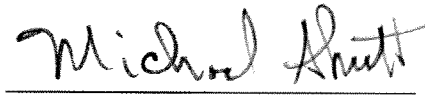
Date: 11/28/00

Attest:



Lorrie Poyzer, City Clerk

CONSULTANT



Michael A. Shutt, P.E.

Date: 11/7/00