

AGREEMENT FOR MANAGEMENT SERVICES

This Agreement is made this 1st day of March, 1991, by and between the DOWNTOWN REDLANDS BUSINESS IMPROVEMENT DISTRICT OF THE CITY OF REDLANDS, hereinafter referred to as "BID," Town Center, a division of the REDEVELOPMENT AGENCY OF THE CITY OF REDLANDS, hereinafter referred to as "Town Center," and the CITY OF REDLANDS, hereinafter referred to as "City."

RECITALS

WHEREAS, pursuant to the Parking and Business Improvement Area Law of 1965, the City of Redlands has established the Downtown Redlands Business Improvement District to promote and market businesses within the downtown Redlands area; and

WHEREAS, the City Council of the City of Redlands has delegated to the Board of Directors of the BID the task and responsibility of expending funds of the BID; and

WHEREAS, the boundaries of the BID lie wholly within the boundaries of the Town Center Division of the Redevelopment Agency, a division established for the purpose of promoting and marketing businesses within certain specified areas of the City of Redlands; and

WHEREAS, the BID and Town Center desire to avoid wasteful duplication of effort, time and expense and the potential for conflict in pursuing their purposes by closely coordinating the conducting of promotional and marketing programs and the expenditure of their funds within their respective boundaries; and

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Downtown Redlands Business Improvement District, the Town Center Division of the Redevelopment Agency and the City of Redlands hereby agree as follows:

AGREEMENT

1. Term. This Agreement shall be effective on the date first written above, and shall continue for a term of one year from and after that date.

2. Services. Town Center agrees to perform the management services specified in the "Description of Services" attached to this Agreement as Exhibit "A" and incorporated herein by reference.

3. Expenditure of BID Funds. All BID funds shall be expended by Town Center in connection with the performance of services under this Agreement solely within the boundaries of the BID. The only exception shall be cooperative ventures, in which case Town Center shall match funds, dollar for dollar, with the BID.

4. Assistance. Town Center may, at Town Center's own expense, employ such persons as Town Center deems necessary to perform the services required by this Agreement. BID shall not control, direct or supervise Town Center's employees in the performance of those services.

5. Compensation. In consideration for the services to be performed by Town Center, BID agrees to pay to Town Center the sum of forty five thousand dollars (\$45,000.00) in accordance with the compensation schedule attached hereto as Exhibit "B."

6. Materials and Supplies. Town Center shall supply all personnel, materials, instrumentalities and supplies required to perform the services under this Agreement.

7. Conduct of Programs. Any program proposed or conducted by Town Center under this Agreement may be terminated by BID upon thirty (30) days written notice, without affecting this Agreement or any other program conducted or proposed under it.

8. Cooperation of BID. BID agrees to comply with all reasonable requests of Town Center and provide access to all documents reasonably necessary to the performance of Town Center's duties under this Agreement.

9. Termination. Notwithstanding any other provision of this Agreement, either party hereto may terminate this Agreement at any time by giving thirty (30) days written notice to the other party;

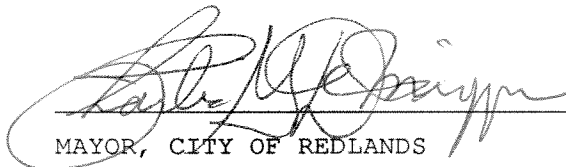
provided, BID however, shall promptly pay for any and all commitments made on its behalf prior to the termination of this Agreement.

10. Notices. Any notice to be given hereunder by either party to the other may be effected either by personal delivery in writing or by mail, registered or certified, postage prepaid with return receipt requested. Mailed notices shall be addressed to the parties at the addresses appearing hereafter, but each party may change the address by written notice in accordance with this paragraph. Notices delivered personally will be deemed communicated as of actual receipt; mailed notices will be deemed communicated as of the date of mailing.

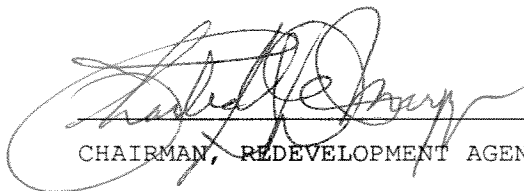
11. Entire Agreement. This Agreement represents the entire agreement of the parties hereto as to the matters contained herein and supersedes any and all prior agreements, either oral or written.

12. Attorneys 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 other costs and relief, be entitled to its reasonable attorney's fees.

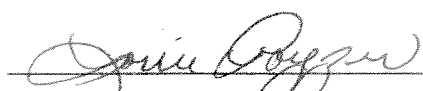
EXECUTED at Redlands, California on the date and year first written above.



MAYOR, CITY OF REDLANDS



CHAIRMAN, REDEVELOPMENT AGENCY



CITY CLERK, CITY OF REDLANDS
Secretary, Redevelopment Agency

EXHIBIT A

ITEM 1. Total services provided by Town Center, and purchased by the BID, shall not exceed Forty Five Thousand dollars (\$45,000.00) per year. Of this amount, approximately Fifteen Thousand Six Hundred dollars (\$15,600.00) shall be designated for administrative and operational expenses and services. The balance of Twenty Nine Thousand Four Hundred dollars (\$29,400.00) shall be applied toward marketing and promotional expenses and services. Assuming the BID total budget remains at Fifty Five Thousand dollars (\$55,000.00), this allows the BID to retain a discretionary fund of Ten Thousand dollars (\$10,000.00).

ITEM 2. The services provided by Town Center shall be in accordance with the goals and objectives determined by the BID Board of Directors. The President of the BID Board of Directors shall provide any necessary instruction and direction required by Town Center in order to accomplish the desired results.

ITEM 3. Town Center shall provide the following services:

A) Management and staff to maintain operational and administrative functions. This includes, but is not limited to: Correspondence, telephone inquiries, office hours and policy, financial statements, inventory, and representation at meetings.

B) Service as liaison between the BID, City of Redlands, and other community organizations.

C) Maintain communication downtown between the board of directors, general members, and other entities downtown through the use of personal visits, newsletters and press releases.

D) Maintain a promotional focus which will increase the visibility of the retail and professional sectors downtown, and demonstrate the indirect benefits of promotional activities to BID members.

E) Implement a "participation campaign" designed to activate volunteers, solicit voluntary contributions, sponsorships, and special media buys. Fundraising projects may be included at the request of the BID board of directors for an additional charge above and beyond the established budget.

F) Provide a complete marketing strategy that will increase the effectiveness of promotions, maximize promotional funds, utilize existing resources and include a calendar of events. This calendar shall be determined by the BID board of directors, and shall be submitted with a proposed budget.

G) Promotional opportunities in conjunction with Market Night, and develop a revenue producing project for the BID to operate during the market.

H) Perform basic marketing research tasks, which shall provide a better understanding of merchant/consumer relations, and aid in targeting promotional activities. this will include evaluation surveys for downtown businesses to complete at the conclusion of promotional events.

I) Special projects may be included at the request of the BID board of directors. These requests shall be approved by the Town Center Advisory Commission, and shall require additional payment for services. Examples of special projects are: assessment and boundary changes, brochures, information packets, business recruitment, parking, and items requiring action by the Redlands City Council.

EXHIBIT B

BUSINESS IMPROVEMENT DISTRICT BUDGET 1991-92

<u>ITEM</u>	<u>MATERIAL</u>	<u>LABOR</u>	<u>TOTAL</u>
Administrative Expenses:			
Personnel	\$000.00	\$13,000.00	\$13,000.00
Telephone	300.00	00,000.00	300.00
Office Supplies	500.00	00,000.00	300.00
Photocopy	500.00	00,000.00	250.00
Printing/Binding	500.00	00,000.00	250.00
Postage	500.00	00,000.00	250.00
Maintenance	250.00	00,000.00	200.00
Miscellaneous	<u>50.00</u>	<u>00,000.00</u>	<u>60.00</u>
Total Administrative Expenses:	\$2,600.00	\$13,000.00	\$15,600.00
Promotional Expenses:			
Easter Parade	\$ 1,500.00	\$ 500.00	\$ 2,000.00
Spring Sale	1,000.00	100.00	1,100.00
Lunch and Music	500.00	100.00	600.00
Redlands Bike Classic	275.00	25.00	300.00
Summer Festival	3,000.00	700.00	3,700.00
Back to School	1,000.00	100.00	1,100.00
Halloween	3,000.00	300.00	3,300.00
Christmas Festival	3,000.00	500.00	3,500.00
Holiday Sale	2,200.00	300.00	2,500.00
Miscellaneous Promotions	450.00	50.00	500.00
Market Night	3,250.00	250.00	3,500.00
Advertising	<u>7,000.00</u>	<u>300.00</u>	<u>7,300.00</u>
Total Promotional Expenses:	\$26,175.00	\$ 3,225.00	\$29,400.00
TOTAL EXPENSES:	\$28,775.00	\$ 16,225.00	\$45,000.00