

AGREEMENT

This Agreement is made and entered into this 3rd day of February, 2004 between the City of Redlands ("City") and the Redlands Chamber of Commerce ("Chamber").

RECITALS

WHEREAS, the Chamber is a California incorporated, non-profit trade association whose mission is to serve its business members as an advocate to create a business climate that will advance the economic, educational, cultural and civic vitality of the Redlands community.

WHEREAS, the City supports the mission of the Chamber and desires to provide additional economic development services to its local citizens and businesses;

WHEREAS, both parties desires to create an economic development program for the City that would include techniques focusing on redevelopment, recruitment, retention and growth of city businesses;

WHEREAS, on October 15, 2002, the City approved a Memorandum of Understanding with the Redlands Chamber of Commerce to contract for outside professional economic development consultation services to temporarily assist the Chamber and the City in achieving their economic development goals;

WHEREAS, both parties believe that this arrangement is mutually beneficial to stimulate revenue generation and job development assisting the City in its duty to provide continued quality services and programs to the citizens of Redlands.

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

Section 1. Duties and Responsibilities of Chamber.

- A. Employ an Economic Development Consultant with proven experience in municipal redevelopment, business recruitment, expansion and/or retention;
- B. Provide office space and facilities for the consultant, as necessary;
- C. Provide staff support as needed;
- D. Assist in gathering and providing economic development related data;
- E. Work with the City and Economic Development Consultant to develop an Economic Development Strategic Plan with concentration on downtown development and recruitment of new businesses/development to the northwest quadrant of the City.
- F. Coordinate all development activities and communications with the City working through the City Manager and coordinating with the Executive Director of the Chamber of Commerce.
- G. Provide the City Council with both written and oral quarterly reports detailing the consultant's success in municipal redevelopment, business recruitment, expansion and retention.

Section 2. Duties and Responsibilities of City.

- A. Pay Ninety Thousand Dollars (\$90,000.00) to the Chamber for the hiring of a professional Economic Development Consultant with proven experience in municipal redevelopment, business recruitment, expansion and/or retention and to assist the City in creating and implementing an Economic Development Strategic Plan. Payments shall be made in four equal installments of \$22,500.00 each. The first payment shall be made to the Chamber within 10 days of receipt of invoice delivered to the City by March 1, 2004. Three additional payments, in the amount of \$22,500.00 each shall be made within ten days after delivery of the Chamber's quarterly economic development program updates to the City Council.
- B. Provide reasonable and necessary support to the Chamber of consultant;
- C. Provide City Manager services to facilitate City partnership and participation in the program; and
- D. Work with the Chamber and consultant to develop an Economic Development Strategic Plan.

Section 3. Communications

Regularly scheduled meetings shall be held between the City Manager (or the City Manager's designee), the Chamber and the Consultant. In addition, regular meetings between the City Council, the City Staff, the Consultant and the Chamber's designee shall also occur throughout the term of this Agreement. The following persons will be primarily responsible for the scheduling of such meetings and for all other communications between the parties:

The Chamber
Kathie Thurston, Executive Director
(909) 793-2546

The City
John Davidson, City Manager
(909) 798-7510

Section 4. Resource Commitment

The parties agree to provide the reasonable and necessary resources needed to coordinate and implement the duties and responsibilities as listed in this Agreement and to facilitate the success of the proposed Economic Development Strategic Plan.

Section 5. Annual Review

There shall be an annual review of the program and its effectiveness in redevelopment, recruitment, retention and growth of City businesses. The City Manager shall conduct such review with assistance from the Chamber and make recommendations for renewal to the City at least thirty (30) days prior to the termination date of this Agreement. It is understood that a significant increase in City revenue that can be directly related to the success of the program is not likely to be achieved until the Economic Development Strategic Plan has had several years to

develop.

Section 6. Indemnification.

The respective parties shall defend, indemnify and hold harmless the other party, the other party's council members, directors, officers, staff, agents and/or employees, from and against all claims, damages and/or losses, including defense costs, in any way relating to or arising out of the duties contemplated under the terms and provisions of this Agreement when such claims, damages and/or losses result from the negligent action or omission of any duty by the other party or the other party's council members, directors, officers, staff, agents and/or employees.

Section 7. Duration and Termination.

This Agreement shall become effective upon approval by the City, and shall be for a term of one year unless terminated earlier by either party upon thirty (30) days prior written notice.

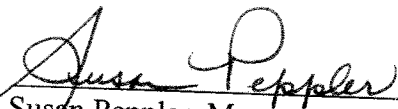
Section 8. Independent Contractor.

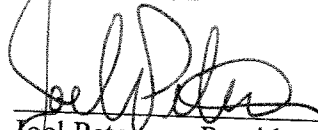
It is the express intention of the parties hereto that the consultant shall be an independent contractor, under contract to the Chamber, and shall not be an employee or agent of the City. Nothing in this Agreement shall be interpreted or construed as creating or establishing a relationship of employer and employee between the City and the consultant. Both parties acknowledge that the consultant is not an employee of the City for State tax, Federal tax or any other purpose.

IN WITNESS WHEREOF, by their signatures below, the parties hereby consent to the foregoing and bind the party on whose behalf their execution is made.

CITY OF REDLANDS

REDLANDS CHAMBER OF
COMMERCE


Susan Peppler, Mayor


Joel Peterson, President

Date: March 2, 2004

Date: Feb. 26, 2004

ATTEST:


City Clerk