AGREEMENT BY AND BETWEEN
THE LEMOORE DISTRICT CHAMBER OF COMMERCE
AND THE LEMOORE REDEVELOPMENT AGENCY
TO PROVIDE ECONOMIC DEVELOPMENT SERVICES

THIS AGREEMENT, is made and entered into in duplicate as of the 16th day of November, 2010, by and between the Lemoore Redevelopment Agency, a municipal corporation, hereinafter called "AGENCY", and the Lemoore District Chamber of Commerce, a non-profit corporation, duly organized and existing under and by virtue of the laws of the State of California, hereinafter called "CHAMBER".

WITNESSETH

WHEREAS, CHAMBER and AGENCY, as well as the City of Lemoore, hereinafter called "City", desire to combine efforts to maintain and enhance the economic vitality of Lemoore and its Redevelopment Project Area, and

WHEREAS, the CHAMBER is organized for the purpose of promoting economic development and business welfare in the City and vicinity; and

WHEREAS, the AGENCY adopted a Five-Year Implementation Plan identifying key blighting conditions and containing specific goals and objectives intended to remedy those conditions of blight, in part through economic development activities, a copy of said plan being attached hereto marked Exhibit "A"; and

WHEREAS, the AGENCY is tasked with preserving and enhancing the economic prosperity of the community, aiding in business development and retention, and developing sales tax generating activities; and

WHEREAS, the AGENCY is authorized by law, to expend funds for the promotion of such activities; and

WHEREAS, the CHAMBER desires to perform the services herein provided for the benefit of the AGENCY and the community:

NOW THEREFORE, IT IS HEREBY AGREED by and between the AGENCY and CHAMBER as follows:

1. **TERM.** The term of this AGREEMENT shall be from the first day of July, 2010, until the 30th day of June, 2015, unless either party notifies the other of its intention to terminate the Agreement by giving thirty (30) days written notice.

2. **SERVICES.** During the term hereof, the CHAMBER shall undertake to A) promote the community and the quality of life in Lemoore, provide for the benefit of the AGENCY those services that will advertise, exploit and publicize the resources and advantages of the AGENCY and B) assist the City in its business and industrial marketing and outreach efforts. In addition to these services, the Chamber will deliver the following events:

a) Showcase Lemoore's offerings by hosting or coordinating a minimum of 11 public events annually, with the intent that at least two events will attract over 2,000 participants and all other events will attract over 100 participants each. Events and activities may include farmer's markets, festivals, celebrations, parades, concerts or other mutually agreed upon activities. Only events and

activities held within the Project Area boundaries will count toward this requirement. ***The Chamber has reduced RDA area events from 15 to 11 and business training events from 4 to 2 with the specific focus on making each of the 13 events higher quality to better represent the City, Lemoore businesses, and the Chamber. The net event planning hours will exceed the time spent on all 15 of previous year's events by leveraging more volunteer hours.*** For the first time, every event will have separate committees to include 1-4 Chamber board members, community volunteers, and the Chamber CEO. While the Chamber reserves the right to make substitutions, following are the events scheduled for 2011:

1. 1 - Pizza Festival – April, estimated attendance 2,000
2. 7 - Summer concerts – July & August, estimated attendance 600-800
3. 1- Holiday Stroll – November – estimated attendance 500
4. 1 - Christmas Tree Raising – December, estimated attendance 150
5. 1 – Christmas Parade – December, estimated attendance 2,500
6. Host or coordinate two or more local business-training seminar or workshop annually

b) Maintain current information in the community information kiosks. All contents, including maps, paper backing, etc. are to be replaced at least annually.

c) The CHAMBER shall employ a Downtown Coordinator (Coordinator) for 10 hours per week (average) and provide supervision over the position. A suitable workplace shall be made available at the CHAMBER office and shall include access to the CHAMBER'S office equipment and supplies. The CHAMBER CEO with at least one member of the Downtown Merchants Advisory (DMA) Committee shall hire the Coordinator. The Coordinator shall be responsible for working with the DMA Committee to promote Downtown businesses by holding and promoting events and activities in Downtown. Such events and activities shall be those assigned by the DMA Committee and paid through the City of Lemoore Downtown Parking and Business Improvement Area fund. The City shall be responsible for traffic control, parking, provision of refuse containers and other physical set up for such events. The Coordinator shall, for all purposes, be considered an employee of the CHAMBER.

FUNDING FOR SERVICES. AGENCY shall fund CHAMBER for economic development and coordinator services according to the table below, provided that such funding is identified in the AGENCY'S annual budget and that the conditions above are met.

The first annual allotment for services is $50,000 and will increase by $1,000 each year for inflation and expanded services. Such funding is identified in items #1 and #2 below. Funding for the coordinator position is identified in item #3.

1) One-half of the allotment will supplement the staffing, planning, advertising, expenses and overhead to deliver the 13-20 total Chamber sponsored events listed above. The Chamber may substitute an event for a comparable event. If the Chamber has not completed 13 comparable events by the fiscal year end, $2,500 will be deducted per missed event, up to one-half of the annual allotment.

2) One-half of the allotment will support the **Services** identified above as item #2.

3) Up to an additional $6,000 per year will be allotted for the Downtown Coordinator wages, applicable employment taxes, worker's compensation, use of office space, furnishings, utilities, and supplies. Should there be periods in which the Coordinator position is not filled, compensation to the CHAMBER shall be prorated.

The following table illustrates the annual compensation and shall be paid according to the Funding Terms listed below:

	SERVICES	COORDINATOR
Fiscal Year 2010-11	$ 50,000.00	$ 6,000.00
Fiscal Year 2011-12	$ 51,000.00	$ 6,000.00
Fiscal Year 2012-13	$ 52,000.00	$ 6,000.00
Fiscal Year 2013-14	$ 53,000.00	$ 6,000.00
Fiscal Year 2014-15	$ 54,000.00	$ 6,000.00
Total	$260,000.00	$30,000.00

FUNDING TERMS.

A. A written request for payment (invoice) shall be submitted to the AGENCY following the end of each quarter and shall include:

1. Evidence that the Services listed have been quantitatively achieved for that quarter. Submittal of the Quarterly Update of the Lemoore District Chamber of Commerce to the Lemoore Redevelopment Agency for Services Performed shall be submitted to the AGENCY.

2. A listing of the upcoming quarter's events and activities.

3. Monthly bank statements for CHAMBER accounts in which AGENCY funding is held or used.

B. AGENCY shall be recognized for participation in all CHAMBER events.

C. The AGENCY may require an audit be performed, by an accredited auditing firm, on CHAMBER financial activities, where AGENCY funds are used, to demonstrate where and how AGENCY funds have been spent. The cost of the audit shall be funded by the AGENCY.

3. **PRORATED FUNDING.** Should the Agreement be terminated prior to June 30, 2015, funding will be prorated through the terminating agency and any excess funding received by the Chamber will be returned to the AGENCY.

4. **VOTING MEMBERSHIP**. The AGENCY shall appoint one voting member and one alternate member to the CHAMBER Board of Directors. Subject to approval of the CHAMBER Board of Directors.

5. **INDEMNIFICATION.** CHAMBER agrees to indemnify, defend and hold harmless the AGENCY and City and its officials, officers, employees, agents and volunteers from and against all claims, demands, actions, injuries, liabilities, losses, costs or damages, direct or indirect, and any and all attorneys fees and other expenses which AGENCY and City or its official, officers, employees, agents or volunteers may sustain or incur as a consequence of or anyway relate to CHAMBER, or its employees, agents and subcontractor's performance of the services and CHAMBER'S responsibilities and obligations or responsibilities contained in this Agreement. This indemnification shall survive the termination of the Agreement.

8. **NOTICES.** All notices herein required shall be in writing and shall be sent by certified mail, postage prepaid, addressed as follows:

Chief Executive Officer
Lemoore District Chamber of Commerce
300 E Street
Lemoore, CA 93245

Executive Director
Lemoore Redevelopment Agency
119 Fox Street
Lemoore, CA 93245

9. **CONFORMANCE TO APPLICABLE LAWS.** CHAMBER shall comply with all applicable federal, state and city laws, rules and ordinances. No discrimination shall be made by CHAMBER in the employment of persons to work under this Agreement because of race, color, national origin ancestry, sex or religion of such person.

10. **SOLE AND ONLY AGREEMENT**. This Agreement supersedes the Agreement by and between the Lemoore District Chamber of Commerce and the Lemoore Redevelopment Agency to Provide Economic Development Services dated October 18, 2005, which expired June 30, 2010 and terminates the perpetual Agreement for Downtown Revitalization Services and Coordinator between the Lemoore Redevelopment Agency and the Lemoore Chamber of Commerce dated April 1, 2004. Each party to this Agreement acknowledges that no representations, inducements, promises or agreements, orally or in writing, have been made by any party or anyone acting on behalf of any party, which are not embodied in the Agreement and no other agreement, statement or promise shall be valid or binding with regard to economic development services.

11. **INVALIDITY**. If any provision of this Agreement is held by court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force and effect without being impaired or invalidated in anyway.

12. **AMENDMENT.** No change, amendment or modification of the Agreement shall be valid unless the same be in writing and signed by the parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT BY AND BETWEEN THE LEMOORE DISTRICT CHAMBER OF COMMERCE AND THE LEMOORE REDEVELOPMENT AGENCY TO PROVIDE ECONOMIC DEVELOPMENT SERVICES to be executed on the day and year first above written and written below.

EXECUTED this 16th day of November, 2010.

Lemoore Redevelopment Agency,
a Municipal Corporation,

By: John Murray 12/1/10

John Murray, Chairman Date

ATTEST:

By: Nanci C. O. Lima 12/2/10

Nanci C. O. Lima, Secretary Date

LEMOORE DISTRICT
CHAMBER OF COMMERCE,
a Non-Profit Corporation,

By: Rick Rossiter 11-19-10

Rick Rossiter, Chairman Date

LEMOORE DISTRICT
CHAMBER OF COMMERCE,
a Non-Profit Corporation,

By: Maureen Azevedo 11/19/10

Maureen Azevedo, CEO Date