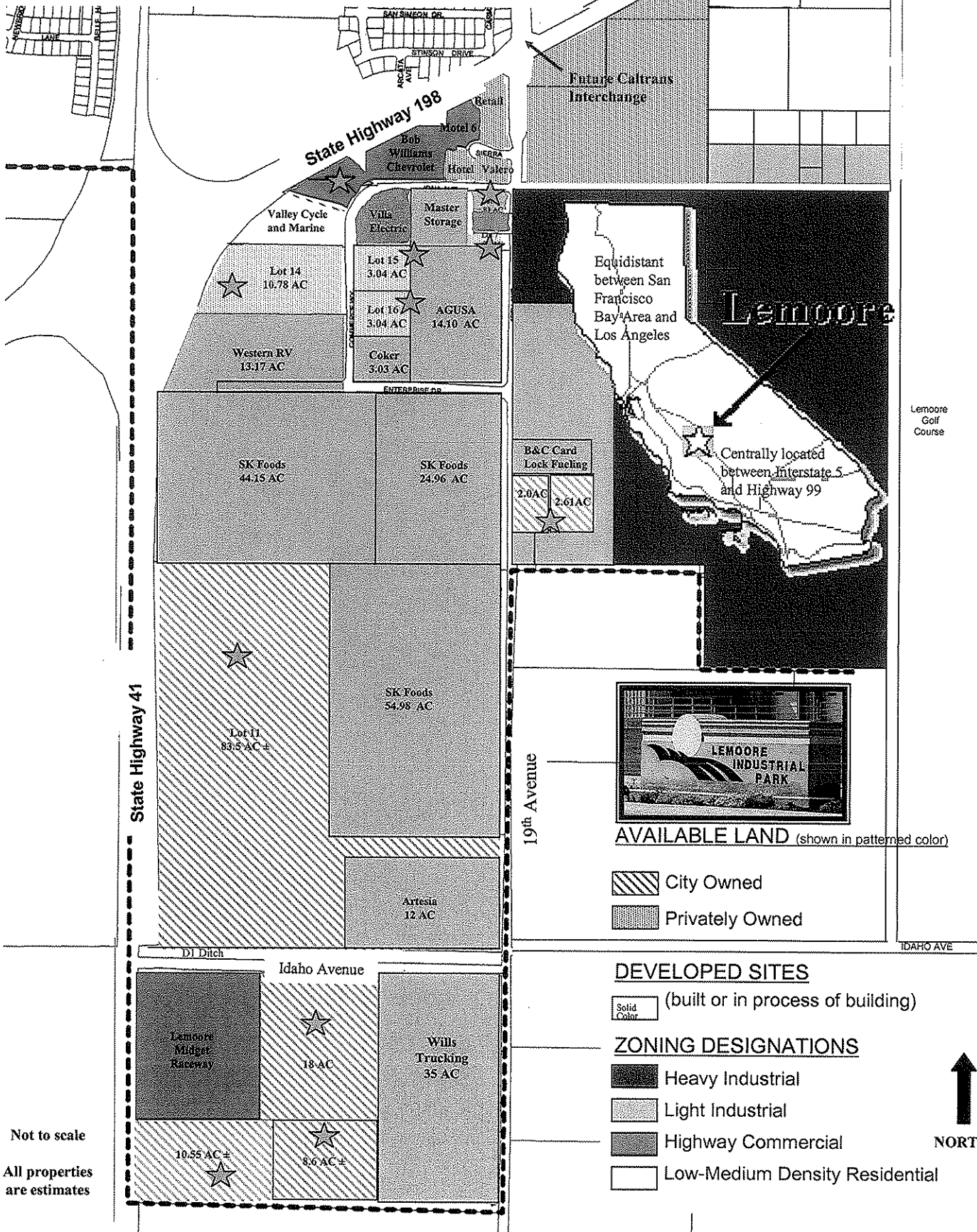


Lemoore South Industrial Park Land Characteristic Map

Conveniently located at the
Southeast intersection of State Routes 41 and 198
March 2009 – Not to Scale



Not to scale
All properties are estimates

**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 18th day of October, 2005, 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 their 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 is desirous of promoting its advantages as a commercial and industrial center by disseminating information relative thereto, and of soliciting and servicing inquiries relative to its possibilities of receiving new commercial and industrial businesses, and providing assistance to existing businesses in their growth and expansion plans; 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, a copy of said plan being attached hereto marked Exhibit "A"; and

WHEREAS, the AGENCY is tasked with preservation and enhancement of the economic prosperity of the community and aiding in business development and retention; and

WHEREAS, the AGENCY is tasked with the development of sales tax generating activities within the Project Area; and

WHEREAS, the AGENCY is tasked with the revitalization of the City's Central Core Area; and

WHEREAS, the AGENCY is authorized by law, to expend funds for the promotion of such activities, which includes, but is not limited to, publicizing and advertising the advantages of the City, and such expenditures being in the best public interest and for the highest public purpose; and

WHEREAS, the CHAMBER is desirous to partner with the AGENCY and is willing and able to perform the services herein provided:

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

Media exposure may include public service announcements on both television and radio, press releases, newsworthy printed articles, community calendars, paid advertisements, etc. At a minimum, the CHAMBER shall submit articles and announcements that promote the community to the following media sources and provide evidence that the submissions were sent (facsimile or email confirmation acceptable):

- ◆ A minimum of four television and radio announcements promoting each event or activity listed in 2.d. to regional market (Fresno, Visalia, Hanford)
 - ◆ Monthly community calendar listings of CHAMBER events or activities in regional and local area newspapers
 - ◆ Monthly articles in the Lemoore Advance and the Hanford Sentinel promoting Lemoore businesses and/or CHAMBER events and activities
- I. Promote AGENCY and City incentives available in Lemoore for economic development and job creation purposes.
 - J. Service unsolicited inquiries.
 - K. Encourage prospective business developers who may show an interest in the City to visit the City for first hand information and inspection.
 - L. Assist in the promotion of the AGENCY'S Façade Loan/Grant Program.
 - M. Make available current community demographic data relative to business development and job creation including, but not limited to, population counts, unemployment rate, household income, median home price, and traffic counts. Current data may be obtained by contacting the City.
 - N. Provide potential business owners with the steps to process an application for expanding or establishing a business in the City.
 - O. Participate in Lemoore Economic Development Committee meetings, NAS Lemoore activities held in Lemoore, community retail promotions and downtown events.
 - P. Promote new businesses in the community by coordinating, with business owners, ribbon cuttings and ensure local dignitaries are invited.

- E. CHAMBER shall continue to honor any and all other agreements between the City and/or AGENCY and CHAMBER that are currently in effect through the term of said agreements.

Funding shall be provided as follows and paid in quarterly installments upon receipt of invoice with details included of prior quarter's expenditures associated with AGENCY funds:

Fiscal Year 2005-06	\$ 45,000.00
Fiscal Year 2006-07	\$ 46,000.00
Fiscal Year 2007-08	\$ 47,000.00
Fiscal Year 2008-09	\$ 48,000.00
Fiscal Year 2009-10	<u>\$ 49,000.00</u>
Total	\$235,000.00

4. **PRORATED FUNDING.** Should the Agreement be terminated prior to June 30, 2010, funding will be prorated through the terminating agency and any excess funding received by the Chamber will be returned to the AGENCY.

5. **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.

6. **INDEMNIFICATION.** CHAMBER agrees to indemnify, defend and hold harmless the AGENCY 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 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.

7. **INDEPENDENT CONTRACTOR STATUS.** It is understood and agreed that CHAMBER, in the performance of the Services to be performed pursuant to this Agreement, shall act as and be an independent contractor and shall not act as an agent or employee of AGENCY. Nothing in this Agreement shall create or be construed as creating a partnership, joint venture or any other relationship between AGENCY and CHAMBER.

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

Final
September 27, 2005

ATTEST:

By:

Nanci C. O. Lima 4/16/08

Nanci C. O. Lima, Secretary Date

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

By:

Mary Hornsby 4/16/08

Mary Hornsby, Chairman Date