

**RESOLUTION 99-106**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIDGECREST AUTHORIZING THE CITY ADMINISTRATOR TO SIGN THE 1999-2000 AGREEMENT BETWEEN THE CITY OF RIDGECREST AND THE RIDGECREST CHAMBER OF COMMERCE**

**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF RIDGECREST AS FOLLOWS:**

1. That the Agreement for Advertising and Promotion Services between the City of Ridgecrest and the Ridgecrest Chamber of Commerce, a copy of which is attached hereto (Exhibit "A") and incorporated herein by this reference, is hereby approved.
2. That the City Administrator be and is hereby authorized and directed to execute the Contract for and on behalf of the City of Ridgecrest.

**APPROVED AND ADOPTED** this 1st day of December, 1999, by the following vote:

**AYES:** Mayor Darnell, Council Members Carter, Holloway, Morgan, and Rollins

**NOES:** None

**ABSENT:** None

**ABSTAIN:** None

  
Donna Darnell, Mayor

**ATTEST:**

  
Harry Jensen  
City Clerk

**1999-2000 AGREEMENT FOR  
ADVERTISING AND PROMOTION SERVICES BETWEEN  
THE CITY OF RIDGECREST  
AND  
THE RIDGECREST CHAMBER OF COMMERCE**

**Section 1. Parties**

This agreement is between the City of Ridgecrest (City), 100 W. California, Ridgecrest, CA 93555 and the Ridgecrest Chamber of Commerce, 128 E. California, Ridgecrest, CA 93555.

**Section 2. Term**

This agreement is for the City's fiscal year of 1999-2000

**Section 3. Separate Entities**

The parties are separate legal entities; neither is a subsidiary nor in control of the other. Neither party is responsible for acts of the other.

**Section 4. Funding**

The City agrees to provide \$25,000 for community promotion purposes to the Chamber. This amount is a contribution pursuant to California Government Code 37110. The contribution shall be paid in monthly increments.

**Section 5. Services to be provided by the Chamber.**

- A. Maintain regular office hours with qualified personnel for the purpose of providing accurate and timely responses to inquiries about the City from people who walk- in, phone, fax, write or email.
- B. Prepare and maintain a Community Calendar available on the Internet and published once per month. Calendar will be open to all public and community organizations.
- C. Provide visitor packets and relocation packets at no cost to requester. An effort will be made to include reference to City businesses of potential interest to the requestor, regardless whether the business is a Chamber member.
- D. Compile and maintain pertinent information on community characteristics that may be of value and interest for the retention of existing business, development or expansion of existing and new businesses. Disseminate such information through appropriate organizations and agencies. Information to include but not be limited to

demographics, city history, community map, and city resources (i.e., economic development, Business Development Center, new business park, City recreation facility, other City facilities).

- E. Designation of the City of Ridgecrest as having regular membership in the Ridgecrest Chamber of Commerce.
- F. Through the Chamber Board, the Ambassadors, and Chamber Committees, bring civic leaders and staff together with business people and citizens at least three times per month. This may be accomplished through Chamber Membership meetings, Business After Hours, Ribbon Cuttings, Open Houses, and seminars.
- G. Sponsor the "Business Expo" to give businesses the opportunity to market their products and services to each other and to the community.
- H. Sponsor the IWW Economic Outlook Conference, an elected official's forum, and several educational seminars and conferences to assist businesses and citizens stay current with new trends and governmental programs.
- I. Develop and maintain a "Business Start Up Kit" and, in cooperation with the Ridgecrest Business Development Center, create a support system for people seeking to create new businesses or expand existing ones.
- J. Assist with the promotion of major community events such as the Air Show and Balloon Festival, Maturango Junction and Inter Tribal Pow Wow, Desert Empire Fair, Music Fest, High Desert Mountain Bike Classic, and Community Dinner.
- K. Participate in City meetings and activities used to develop policies related to business. Assist with the collection of data and ideas on general business topics, e.g., smoking, licensing, graffiti, transportation, signage to inform the City of business concerns.
- L. Provide information to membership and community on local, state, and federal legislative issues related to business and serve as a forum for dialogue.

#### Section 6. Performance Reports to City

The Chamber will provide written, quarterly performance reports to the City indicating the status of its community promotion activities described in paragraph five of this agreement and its business expansion/retention efforts.

#### Section 7. Liability

The Chamber shall indemnify and hold harmless the City its officers, officials, employees and agents from and against all claims, damages, losses and expenses including attorney's fees arising out of the performance of this agreement, caused in

whole or in part or by any negligent act or omission of the Chamber, anyone directly or indirectly employed by the Chamber, or anyone for whose acts the Chamber may be liable, except where caused by the active negligence, sole negligence, or willful misconduct of the City.

Approved:

Chamber of Commerce  
Executed by:

Jan K. Bennett

City of Ridgecrest  
Executed by:

Harvey