

**2023-2026 AGREEMENT BETWEEN THE CITY OF RED BLUFF AND
THE RED BLUFF-TEHAMA COUNTY CHAMBER OF COMMERCE**

The City of Red Bluff (City) and the Red Bluff-Tehama County Chamber of Commerce (Chamber) share the common goal of maintaining and strengthening the health of the local economy. Accordingly, the Chamber and the City agree as follows:

I. Chamber of Commerce

The Chamber and its Convention & Visitors Bureau shall provide the following activities and services:

- A. The Chamber will work with the City, the Downtown Business Association, Red Bluff Round Up Association, the Tehama District Fair and other appropriate groups to support quality commercial, industrial, and residential development in the City of Red Bluff; and will promote activities and events beneficial to all segments of the community.
- B. The Chamber shall respond to telephone, e-mail, and walk-in requests for information and materials and provide appropriate promotional materials to the City as time and staffing allows.
- C. The Chamber shall maintain an active and current website, including social media, which provides information about Red Bluff including community event information and City maps.
- D. The Chamber shall maintain a close relationship and participate with community organizations including, without limitation, the Red Bluff Round Up Association, Lassen Volcanic National Park, Shasta Cascade Wonderland, the Branding Effort, the Downtown Red Bluff Business Association, the TEDC, the Tehama County Farm Bureau, the Tehama District Fair and the Tehama County Education Foundation.
- E. The Chamber shall provide the City with quarterly written reports, including financial reports and budgets accounting for use of City funds. Included with the quarterly report, the Chamber shall provide a written report, with tangible examples, describing how funds provided by the City were expended during the preceding quarter.
- F. The Chamber shall account for all funds received from the City and deposit the same in regular bank accounts. The City retains the right to review the Chamber's financial records by this Agreement.
- G. Chamber shall not expend City funds for any political purpose including, without limitation, support, or opposition to any candidate for City office or any City ballot measure.

II. City of Red Bluff

In consideration of the activities, programs, and services provided by the Chamber and its Convention & Visitors Bureau, as described above, the City agrees to provide the following funding to the Chamber:

- A. The City of Red Bluff shall pay the Chamber the total sum of \$70,000 each year, payable in quarterly payments of \$17,500 in July, October, January, and April (within 30 days of submittal of a written invoice). City funds shall be used to support the activities described above. City funds shall not be expended to support services the Chamber provides to its members.
- B. The Red Bluff City Mayor or designee shall serve as an advisory member of the Chamber's Board of Directors in order to monitor and participate in Chamber activities and programs.

III. Term of Agreement

The Term of this Agreement shall be for 3 years, beginning July 1, 2023, and ending June 30, 2026, renewable by mutual consent. If the Chamber wishes to renew this Agreement for an additional 3 years, the Chamber shall submit a written request to the City no later than June 1, 2026. Either party may terminate this Agreement at any time by giving thirty (30) days written notice to the other party.

IV. Independent Contractor Status

Chamber shall, during the entire term of this Agreement, be construed to be an independent contractor and nothing in this Agreement is intended to, nor shall be construed to create an employer-employee relationship, a joint venture relationship, or to allow City to exercise discretion or control over the manner in which Chamber performs the services which are the subject matter of this Agreement.

V. Liability Insurance

Each of the 3 years, the Chamber shall obtain and maintain a general policy of liability insurance, naming the City of Red Bluff, its employees, and officers as additional insured, in an amount of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate, combined single limit of bodily injury and property damage for injuries to persons or property arising out of the Chamber's or Chamber's agents or employee's performance, pursuant to the terms of this Agreement.

VI. Indemnity Agreement

The Chamber agrees to indemnify and hold the City, its officers, and employees harmless from and to defend the City against all claims, judgments, fines, liability, costs, and attorney's

fees arising out of any injury to persons or property resulting from the Chamber's or Chamber's employees or agents performance under the terms of this Agreement. The City agrees to indemnify and hold the Chamber harmless from and to defend the Chamber against all claims, judgments, fines, liability, costs, and attorney's fees arising out of any injury to persons or property resulting from the City's or City's employees' or agents' performance under the terms of this Agreement.

VII. Authority.

Each party executing this Agreement and each person executing this Agreement in any representative capacity, hereby fully and completely warrants to all other parties that he or she has full and complete authority to bind the person(s) or entity on whose behalf the signing party is purporting to act.

VIII. Compliance with Laws.


All services to be performed pursuant to this Agreement shall be performed in accordance with all applicable federal, state, county, district, and municipal laws, ordinances, regulations, and rules.

IX. Entire Agreement/Modification.

This Agreement constitutes the entire agreement between the parties concerning the subject matter thereof and supersedes all prior agreements, representations, and understandings of the parties, either oral or written. This Agreement shall not be amended, except in a writing that is executed by authorized representatives of both parties.

Date: 6/12/23

RED BLUFF-TEHAMA COUNTY
CHAMBER OF COMMERCE

By  _____
President

CITY OF RED BLUFF

 _____
City Mayor