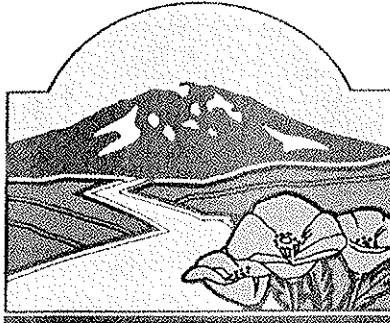


CITY OF
ANDERSON



AGENDA ITEM

July 6, 2010, City Council Meeting

Approved for Submittal By:

City Manager

A handwritten signature in cursive script, appearing to read 'D. Shigley', written over a horizontal line.

To Be Presented By:

Dana Shigley

A handwritten signature in cursive script, appearing to read 'D. Shigley', written over a horizontal line.

To: Honorable Mayor and Members of the Anderson City Council

From: Dana Shigley, City Manager
Telephone 378-6670

Date: July 6, 2010

SUBJECT

Professional Services Agreement with Shasta County Economic Development Corporation

RECOMMENDATION

The City Manager recommends that the City Council:

Authorize the City Manager to execute a 2010-2011 funding agreement in the amount of \$20,000 with the Shasta County Economic Development Corporation for Enterprise Zone marketing services.

FISCAL IMPACT

This contract is proposed to be funded using Shastec Redevelopment Project Area funds, and is included in adopted fiscal year 2010-2011 appropriations in account number 331-5155-5570-005.

DISCUSSION and BACKGROUND

For several years, to support regional and local economic development recruitment, retention and enterprise zone marketing efforts, Anderson has financially supported the

operations of the Shasta County Economic Development Corporation (EDC). The essential programs of the EDC are funded by a combination of local government contributions (approximately 40%) and area business contributions (approximately 60%).

In 2008-2009, the Anderson Redevelopment Agency funded a nearly identical agreement in the amount of \$26,000 to support these EDC programs. This was the same amount as contributed in 2007-2008, which was an increase of \$10,000 over the 2006-2007 contribution of \$16,000. In 2009-2010, with the State's decision to take redevelopment funds from local governments, the City was only able to fund \$15,000. However, for the 2010-2011 fiscal year, our Shastec partners have agreed to use Shastec funds for economic development services such as this, and we have included \$20,000 in the Shastec budget for the coming year.

Attached is the proposed 2010-2011 enterprise zone marketing contract with EDC. It is recommended that the City Council authorize the City Manager to sign the contract.

ATTACHMENT

1. 2010-2011 Professional Services Agreement with EDC.

**CITY OF ANDERSON – PROFESSIONAL SERVICES AGREEMENT WITH
SHASTA COUNTY ECONOMIC DEVELOPMENT CORPORATION**

FOR

Enterprise Zone Marketing Services

THIS AGREEMENT (“Agreement “), made and entered into this day of 2010, is by and between the CITY OF ANDERSON, a California Municipal Corporation (hereinafter referred to as “City”) and “SHASTA COUNTY ECONOMIC DEVELOPMENT CORPORATION, (hereinafter referred to as “EDC”).

WITNESSETH:

WHEREAS, City desires to support EDC and receive enterprise zone marketing services from EDC; and

WHEREAS, EDC has the professional and administrative ability to implement these marketing services; and

WHEREAS, the City and EDC desire to set forth in writing the obligations and responsibilities of each party relating to the services.

NOW, THEREFORE, in consideration of the promises and mutual benefits which will accrue to the parties hereto in carrying out the terms of this Agreement, the parties agree as follows:

1. Scope of Services.

a. EDC will, in accordance with the terms of this Agreement, perform Enterprise Zone marketing services for the City of Anderson as described in Attachment A, Scope of Services.

b. This Agreement has been prepared as a one-time, single purpose grant from the City to EDC and is not intended to be, nor should it be construed as, any obligation for future or further funding.

2. Performance Schedule/Time of Completion. The objective of the parties is to complete the services shown in Section 1 by June 30, 2011.

3. Compensation. City agrees to pay EDC the sum of twenty thousand dollars (\$20,000) as billed on a periodic basis by EDC. EDC shall not be paid for additional work, products or services beyond the services listed in Section 1 nor beyond the compensation level shown in this Section 3.

4. City Representative. The City’s City Manager shall represent City in all matters pertaining to the administration of this Agreement, including without limitation, coordination of all necessary meetings and conferences, and review of all services, work and products submitted to City by EDC.

5. No Benefit To Arise For Local Employees. No member, officer, or employee of City or its designees or agents, and no public official who exercises authority over or has responsibilities with respect to the Project during their tenure or for one (1) year thereafter, shall have any interest, direct or indirect, in any agreement or sub-agreement or the proceeds thereof, for work to be performed in connection with the services performed under this Agreement.

6. EDC As An Independent Agent. EDC shall, during the entire term of this Agreement, be construed to be an Independent agent and nothing in this Agreement is intended 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 professional manner in which EDC performs the services which are the subject matter of this Agreement.

7. Indemnification.

a. EDC shall protect, defend, indemnify and hold City harmless from any loss, damage, injury, claim, lawsuit, liability and legal responsibility arising out of the negligent or intentional acts or omissions of itself or any of its agents or employees in connection with services provided pursuant to this Agreement. Such obligations shall extend to City itself and its officers, employees and agents.

b. City shall protect, defend, indemnify and hold EDC harmless from any loss, damage, injury, claim, lawsuit, liability and legal responsibility arising out of the negligent or intentional acts or omissions of itself or any of its agents (except EDC) or employees in connection with services provided pursuant to this Agreement. Such obligations shall extend to EDC itself and its officers, employees and agents.

8. Insurance. City and EDC shall obtain and maintain continuously comprehensive general liability insurance and/or other insurance necessary to protect the public.

9. Non-discrimination. EDC will not discriminate in employment practices or in the delivery of services on the basis of race, color, creed, national origin, sex, age, marital status or physical or mental handicap.

10. Notices. Any notice required to be given pursuant to the terms and provisions of this Agreement shall be in writing and shall be sent first-class mail. Notice shall be deemed to be effective two (2) days after mailing to the following addresses:

To City: City Manager
City of Anderson
1887 Howard Street
Anderson, CA 96007

To EDC: Chairperson
Shasta County Economic Development Corporation
410 Hemsted Drive, Suite 100
Redding, CA 96002-0164

IN WITNESS WHEREOF, City and EDC have executed this Agreement on the day and year first written above.

CITY OF ANDERSON

**SHASTA COUNTY ECONOMIC
DEVELOPMENT CORPORATION**

Dana Shigley
City Manager

Brad Frost, Chairman
EDC Board of Directors

ATTEST:

Juanita Barnett
City Clerk

APPROVED AS TO FORM:

Michael Fitzpatrick
City Attorney

Attachment A

SCOPE OF SERVICES

The Economic Development Corporation of Shasta County (EDC) will provide professional economic development services. Services to be provided shall include, but are not limited to, the following:

1. **Targeted Business Expansion/Retention Program:** Development of a comprehensive targeted business expansion/retention program which focuses on the following:
 - Conducting business seminars;
 - Answering inquiries from the business community;
 - Informing the Agency of economic trends.

2. **Shasta Metro Enterprise Zone:** For the benefit of the project area, the EDC will be responsible for the provision of the following services relative to the Shasta Metro Enterprise Zone (Zone), which include, but are not limited to:
 - Serving as the Zone Administrator. Duties of the Zone Administrator include:
 - a. Providing required administration and staffing as described in 2006 Zone Application.
 - b. Submitting annual reports to the Department of Housing and Community Development. Said reports are required to provide, among other items, a self-evaluation of progress made in addressing the Zone's stated goals and financial commitments.
 - Implementing, supporting, and coordinating the Zone's "Economic Development Plan" which addresses the following areas: Marketing Strategy and Plan; Available Property and Businesses; Financing Programs; Job Development; Vouchering Plan; Planning and Local Incentives; Enterprise Zone Program Management Information; Infrastructure; and Capital Improvement Plan.
 - Assisting in maintaining a substantial and sustained level of targeted economic revitalization and development resources for the life of the Zone to ensure the Zone's success and accountability.
 - Coordinating the flow of information from the State of California.
 - Providing administrative support for the Zone's Advisory Board.
 - Publishing promotional materials and advertising designed to be a business owner tool for information about the Zone's benefit to their business.

3. **Federal and State Programs:** The EDC will monitor Federal and State programs to identify potential funding of economic development and redevelopment projects or initiatives which are beneficial to the project area, as well as the City as a whole. The EDC will notify the Agency of such sources and be available to provide assistance with completing any associated funding applications.

4. **Technical Assistance:** The EDC will provide technical assistance as it relates to economic and business development. Such assistance shall include, but is not limited to:
 - Responding to requests for assistance from existing and/or potential businesses;
 - Coordinating economic development services with other organizations and agencies, i.e., Small Business Development Center, Smart Business Resource Center, and Shasta County Employment Development Department;
 - Developing marketing/outreach materials;
 - Attending meetings as required.

5. **Targeted Business Attraction:** Development of a comprehensive business attraction program which focuses on the following:
 - Development and distribution of associated marketing/outreach materials.
 - Conducting seminars marketing the area to targeted market segments.
 - Answering associated inquiries from potential businesses.
 - Meeting with potential businesses, in cooperation with City and Agency staff, to outline benefits to locating to the area, including economic development incentives.

6. **Reporting:** The EDC will provide a quarterly report to the Agency outlining its activities and actions during the reporting period. Said report shall include, but is not limited to, a summary of business services offered and/or provided, meetings held, and accomplishments, including businesses and project areas benefitted.