

**AGREEMENT FOR SERVICES
FY 2014-2015
City of Indian Wells and Indian Wells Chamber of Commerce**

This Agreement for Services ("Agreement") is entered into this first day of July 2014 by and between the Indian Wells Chamber of Commerce ("Chamber"), a not-for-profit organization and the City of Indian Wells ("City"), a municipal corporation and charter city.

RECITALS

A. The City and the Chamber have in the past cooperated with each other regarding issues and projects of mutual interest to the Indian Wells civic and business community.

B. The Chamber desires and intends to provide certain services to the City as set forth hereinafter.

C. The City desires and intends to pay the Chamber the amount specified in Section "B" of this Agreement for purposes of obtaining from the Chamber certain business, economic, civic promotion, marketing and other services during Fiscal Years 2014-15, as set forth in Exhibit "A" attached hereto and incorporated herein by reference.

AGREEMENT

Now therefore, the City and the Chamber do hereby agree as follows:

A. Responsibilities of the Chamber

1. The Chamber is and shall serve as an independent organization entirely separate from the City, and shall operate under its own bylaws as a membership organization serving the interests of business in the greater Indian Wells area. For purposes of this Agreement, the Chamber is and in all respects shall be deemed to be an independent contractor.
2. The Chamber shall assist the City in its economic development, civic promotion, marketing and similar efforts by providing the services and materials to the City set forth in Exhibit "A" attached hereto and incorporated herein by reference (the "Services").
3. On or before June 1, 2015, but no sooner than May 15, 2015, the Chamber shall submit to the City a written progress report describing the Chamber's performance under this Agreement for fiscal year 2014-2015. Such report shall set forth a description of the Services performed by the Chamber, the specific accomplishments of the Chamber, how such accomplishments were

measured, and the benefits derived by the City and its business and residential constituents therefrom for fiscal year 2014-2015. Such report shall also include a report on the then current finances and funds on hand, and how the Chamber has expended funds for the fiscal year. Wherever reasonably possible, numerical measurements of success shall be provided in such report. Among other information, such report shall indicate the number of members of the Chamber as of the date of such report, and the number of any increase or decrease in Chamber membership following July 1, 2014.

4. The Chamber shall include on its board of directors as an ex-officio (non-voting) uncompensated board member a person designated by the City as the City's representative.

B. Responsibilities of the City

1. In consideration of the Chamber providing the Services, the City shall pay to the Chamber the sum of \$15,000 (the "Service Payment"). The Service Payment shall be made in two (2) installments as follows: half of the Service Payment shall be paid to the Chamber within ten (10) days following execution of this Agreement by both parties, and the remaining half of the Service Payment shall be paid to the Chamber on or before four (4) months thereafter.

C. Review and Inspection of Chamber Records

1. Within sixty (60) days following execution of this Agreement by both parties, the Chamber shall provide to the City a complete and accurate financial statement of the Chamber for its previous fiscal year ending June 30, 2014.
2. The City shall have the right to review and/or audit the records of the Chamber to verify the Chamber's expenditures and compliance with this Agreement. For this purpose, the Chamber shall make available to the City and its representatives all records of the Chamber for purposes of review and audit during normal business hours of the City, upon reasonable demand by the City.

D. Amendment

1. This Agreement may be amended by mutual written consent of the parties.

E. Term and Termination

1. This Agreement shall become effective upon the date by when both parties have executed this Agreement, and shall remain in effect until June 30, 2015 (the "Term"). This Agreement may be terminated by any party giving the other

party written notice of termination; provided that such notice shall be given at least 180 days prior to the effective date of termination and shall be transmitted by email, facsimile, U.S. mail or personal delivery to the person or persons occupying the indicated positions of the other party signing this Agreement. The rights, duties and responsibilities of the City and the Chamber will continue for the period between the notice of termination and the effective date of termination. Any portion of the Service Payment due and owing to the Chamber following such notice of termination shall be prorated to cover only the period up to the effective date of termination, and any portion of the Service Payment already made to the Chamber for the remainder of the Term shall be prorated and promptly refunded to the City by the Chamber to cover the period following the effective date of termination up to the end of the Term.

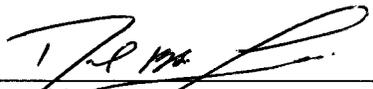
F. California Law

1. This Agreement shall be governed by the laws of the State of California.

In witness whereof, the parties have executed this Agreement as of the date first set forth hereinabove.

CHAMBER:

CITY:



President
Indian Wells Chamber of Commerce



City Manager
City of Indian Wells

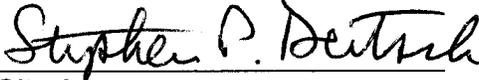
Dated: 7/29/2014

Dated: 7-22-14

APPROVED AS TO FORM:



Chief Executive Officer
Indian Wells Chamber of Commerce



City Attorney

Dated: 07/23/14

ATTEST:



City Clerk

EXHIBIT "A"

SCOPE OF SERVICES

The Indian Wells Chamber of Commerce shall provide to the City certain Services, which shall include without limitation, the following. In general, the Chamber shall provide services to the local-area business community, taking timely action on issues of importance for the benefit of its members and providing valuable services to improve local commerce.

The Chamber shall maintain a Visitors Center, complete with information about the Indian Wells community including directories, maps, etc. to assist visitors and residents. The Chamber shall at all times track the number of walk-in visitors and scheduled appointments within the Visitor Center and provide these statistics in its progress report to the City.

The Chamber shall promote the Indian Wells community through distribution of marketing collateral material, the Chamber website, and all Chamber activities and events.

The Chamber shall support and promote businesses and resorts in Indian Wells via several strategies including business-to-business partnerships like customer referrals, attending ground-breaking and ribbon cutting ceremonies for new or re-opened businesses, legislative advocacy, breakfast meetings, evening mixers, and other Chamber events.

The Chamber shall develop a new user-friendly Chamber website designed to draw increased traffic to the site and to expedite the Chamber's mission of enhancing economic vitality and long-term prosperity for businesses and residents.

The Chamber office shall host/serve as the official polling place for any elections scheduled to take place during the term of this Agreement.

The Chamber shall organize and host Candidates Forums for City Council elections.

In order to support the foregoing Services, the Chamber shall promptly acquire fax/scanner/copier/printer equipment and shall maintain it in good working order at all times.