

**RESOLUTION NO. RA 92-09**

A RESOLUTION OF THE REDEVELOPMENT AGENCY  
OF THE CITY OF EL PASO DE ROBLES  
AUTHORIZING THE SECRETARY AND CHAIRMAN  
TO EXECUTE AN AGREEMENT BETWEEN THE  
REDEVELOPMENT AGENCY OF THE CITY OF EL PASO DE ROBLES  
AND PASO ROBLES MAIN STREET, INC. FOR DOWNTOWN  
BUSINESS PROMOTION AND DEVELOPMENT SERVICES

**BE IT RESOLVED**, by the Redevelopment Agency of the City of El Paso de Robles as follows:

That the Secretary and Chairman be authorized to execute a Services Agreement, Exhibit "A", between the Redevelopment Agency of the City of El Paso de Robles and Paso Robles Main Street, Inc. for downtown business promotion and development services.

**PASSED AND ADOPTED** by the Redevelopment Agency of the City of El Paso de Robles, this 6th day of October 1992, on the following roll call vote:

AYES: Heggarty, Iversen, Macklin, Picanco, Martin  
NOES: None  
ABSENT: None  
ABSTAIN: None

  
\_\_\_\_\_  
Steven W. Martin, Chairman

ATTEST:

  
\_\_\_\_\_  
Richard J. Ramirez, Secretary

AGREEMENT BETWEEN THE CITY OF EL PASO DE ROBLES  
REDEVELOPMENT AGENCY AND PASO ROBLES  
MAIN STREET, INC. FOR THE PROVISION OF SERVICES

THIS AGREEMENT is made and entered into this 6th day of October, 1992, by and between the City of El Paso de Robles Redevelopment Agency, hereafter referred to as "Agency", and the Paso Robles Main Street, Inc., (hereafter referred to as "MAIN STREET").

WHEREAS, pursuant to the provisions of Section 33000 et seq of the Health and Safety Code, the Agency may spend certain monies for the purpose of eliminating blight and to carry out the purposes and intent of the Paso Robles Redevelopment Plan; and

WHEREAS, MAIN STREET has special knowledge and experience together with available facilities and personnel for the maintenance of an office to focus on the organization, promotion, design, and economic restructuring necessary to accomplish the revitalization process within the Redevelopment Project Area; and

WHEREAS, the Agency desires to have MAIN STREET provide these services in order to facilitate a combination of economic development and historic preservation in the downtown area, which would be designed to encourage stability in all parts of the Redevelopment Project Area and balance of the community; and

WHEREAS, MAIN STREET is willing to undertake to provide the services hereinafter set forth on behalf of the Agency in the manner and for the purpose hereinafter provided:

NOW, FOR, AND IN CONSIDERATION of the mutual covenants, promises and agreements contained herein, the Agency and MAIN STREET agree as follows:

1. MAIN STREET RESPONSIBILITIES. MAIN STREET agrees to do and perform the following services and activities during the term of this agreement:

a. To carry out the National and State of California Main Street Program in accordance with the guidance and assistance of the State of California and The National Trust for Historic Preservation;

b. To maintain a viable organization and representation of the community, including downtown business and property owners, the financial community, industrial plant managers, the Paso Robles Area Historical Society, ACORN, the Board of Realtors, and the Chamber of Commerce;

c. To hire and support a qualified Project Manager for the Paso Robles Main Street Program;

d. To operate and maintain a professional office setting for the Paso Robles Main Street Program;

e. To promote downtown Paso Robles as a unit, with the intent of improving the economic viability of the Redevelopment Project Area and the Paso Robles community;

f. To foster economic restructuring including development of a recruitment program;

g. To maintain close coordination and cooperation with the Chamber of Commerce and City officials;

h. To take tangible steps toward increasing the amount of financial resources from sources other than the Agency through the development of a comprehensive revenue program which includes the enlargement of the Main Street Service Area, establishment of a fund raising program and increased income generation from the sale of products and services.

2. COMPENSATION. In consideration of the services performed by MAIN STREET, the Agency will make payments as follows:

a. Commencing with the fiscal year beginning July 1, 1992, the Agency shall appropriate to MAIN STREET \$60,000, to be disbursed as follows: A quarterly disbursement of \$15,000 to be paid upon request by the MAIN STREET President or Project Manager on the first day of that quarter. Requests for payment are due a minimum of thirty (30) days prior to the beginning of the quarter.

b. It is understood and agreed that these payments shall be expended for authorized and budgeted MAIN STREET activities only. Funds dispersed under this Agreement will be used within and for the benefit of the Redevelopment Project Area.

c. This agreement shall not prevent the Agency from appropriating additional sums for specific projects which the Agency may desire to have performed by MAIN STREET.

3. MAIN STREET'S ANNUAL BUDGET. MAIN STREET shall, by the first of January 1993:

a. Furnish to the Agency for approval by the Redevelopment Agency a draft annual program budget for the operation of the Paso Robles Main Street Program. The submitted draft budget shall first have been approved by the Paso Robles Main Street Board of Directors.

b. Furnish the Agency an updated report on the annual Goal and Activity Plan. Said report shall contain specific accomplishments to date.

c. MAIN STREET's final annual budget is due to the Agency by May 31, 1993 and will contain:

- (1) A base budget that will include, but not be limited to: Salaries and benefits directly attributable to the basic operation of MAIN STREET, rent, telephone charges, postage, office supplies, auto allowance, travel and meetings, equipment lease and maintenance expenditures. These components shall constitute the "operating budget" of MAIN STREET.
- (2) A capital and equipment budget that will reflect proposed purchases that shall include, but not be limited to, all durable equipment such as copy machines, computers, typewriters and office furniture. This budget will identify funding sources for each capital and equipment items.
- (3) A program budget that will include, but not be limited to: Organization, Design, Promotion and Economic Restructuring program activities, reflecting the proportionate share of MAIN STREET resources to be expended for each of these four program areas. This budget shall include use of funds received from the Agency and all other funding sources at the disposal of MAIN STREET, either directly or through contract relationships.

4. MAIN STREET'S FINANCIAL RECORD KEEPING AND REPORTING. The Agency shall have the right to audit the books, records and accounts of MAIN STREET at any reasonable time, In addition, as part of its operations, MAIN STREET shall:

a. Furnish the Agency with quarterly statements of the financial activities of MAIN STREET. Said statements shall include narrative reports of accomplishments, and, when possible, relate actual expenditure to the accomplishments. These reports shall be submitted not later than October 31, January 31, and April 30. The final quarterly reporting shall be included with the annual report.

b. Furnish to the Agency by July 31, an annual report. This annual report shall detail the extent to which goals and objectives of the preceding fiscal year were met, or, if not, analyze reasons why certain goals and objectives were not met.

c. Provide the State of California with required reports on Main Street Program activities.

5. POLITICAL ACTIVITY. MAIN STREET shall not use any monies received under this contract for the endorsement, opposition or participation in any public office campaign or other political or lobbyist activity.

6. HOLD HARMLESS. MAIN STREET shall defend and hold the Agency, its members, its officers, agents and employees, free and harmless from any and all liability for any damages whatever arising out of the acts of MAIN STREET, its officers, employees or agents, in carrying out the terms of the Agreement.

7. LIABILITY INSURANCE. MAIN STREET agrees to maintain in full force and effect during the term of the Agreement public liability insurance in the sum of not less than Three Hundred Thousand Dollars (\$300,000.) for death or injury of one or more persons in any one accident; property and products damage insurance in a sum of not less than Twenty-Five Thousand Dollars (\$25,000.). All such insurance shall be carried with insurance companies satisfactory to the Agency, and shall name the Agency, its officers, agents, and employees as additional insured. MAIN STREET shall cause to be furnished to the Agency certificates of insurance stating that such insurance is in full force and effect; that the premiums thereon have been paid; and that the insurance carrier will give the Agency at least ten (10) days prior written notice of cancellation, termination or modification. The Redevelopment Agency of the City of Paso Robles is not liable for the payment of premiums or assessments on this policy.

8. INDEPENDENT CONTRACTOR. Notwithstanding any other representation, oral or written, between the parties, including any and all agents or representatives thereof, MAIN STREET is at all times acting as a free and independent contractor, not as an agent of the Agency.

9. REVERSION OF FUNDS AND PROPERTY. Should the Paso Robles Main Street Inc. Board be dissolved, disbanded, or otherwise cease to function in a manner described in this agreement, all funds attributable to the Agency, and equipment purchased out of funds provided by the Agency, shall revert to ownership of the Agency. For the purpose of this provision, MAIN STREET shall maintain a written record of, and include as part of each annual report, a listing of capital equipment that has been purchased with the funds provided by the Agency.

10. TERM. The term of this Agreement will automatically renew annually, upon the adoption of a resolution extending the contract and appropriating funding for MAIN STREET for a particular fiscal year.

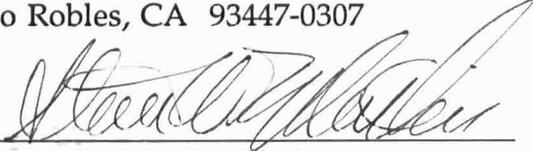
11. NOTICE. This Agreement may be terminated in whole or in part at any time by either party hereto upon thirty (30) days written notice to the other as identified below, whereupon all rights and obligations of both parties hereto shall terminate at to the executory provisions of this Agreement, and the payments from the Agency to MAIN STREET hereunder shall be adjusted on a prorata basis to the date of termination.

IN WITNESS WHEREOF, this Agreement is hereby executed as of the day and year first hereinabove written.

THE CITY OF EL PASO DE ROBLES  
REDEVELOPMENT AGENCY  
P. O. Box 307  
Paso Robles, CA 93447-0307

PASO ROBLES MAIN STREET, INC.  
608½ Twelfth Street  
Paso Robles, CA 93446

By



Steve W. Martin, Chairman

By



Melodee Claassen, President

By



Richard J. Ramirez, Secretary

By



Jeff Orcutt,  
Project Administrator