

AGREEMENT FOR FUNDING OF PROGRAMS WITHIN THE
REDEVELOPMENT PROJECT AREA

This Agreement for Funding of Programs within the Redevelopment Project Area ("Agreement"), dated August 8, 2006 for reference, is made and entered by and between the BANNING REDEVELOPMENT AGENCY, a public body corporate and politic, ("RDA"), and the BANNING CULTURAL ALLIANCE, a California nonprofit corporation ("Alliance") as follows:

RECITALS

A. The RDA is charged with the rehabilitation, revitalization and redevelopment of the Merged Downtown and Midway Redevelopment Project Area ("Project Area") and toward that end receives tax increment funds pursuant to the California Community Redevelopment Law (Health and Safety Code §§ 33000 et seq). The RDA's funds must be used for the benefit of the Project Area.

B. The Banning Cultural Alliance is a non profit organization located and operating within the RDA's Project Area. They have submitted a program that will affect the cultural environment would attract young adults, a prime demographic group to the health of a city, to the downtown area. Creative marketing would result in many specialized businesses renting vacant stores. These changes would enhance the prospects of existing businesses and creating an economic base for the community. The neighborhood's public safety and desirability would increase immeasurably.

C. It is the mutual interest of the RDA and the Alliance to promote the stable growth of business within the Project Area and to otherwise enhance the development of economic opportunities and activities within the Project Area. Under this Agreement, the RDA intends to provide funding to the Alliance to carryout and further these programs within the Project Area and the Alliance intends to provide such programs and services.

OPERATIVE PROVISIONS

NOW, THEREFORE, in consideration of the mutual promises and agreements made by the parties and contained herein and other consideration, the value, adequacy and receipt of which are hereby acknowledged, the parties agree as follows:

1.0 - SCOPE OF SERVICES. In consideration of the funds provided by the RDA to the Alliance under Section 2.0 below, the Alliance agrees to and shall undertake the following activities and provide the following services within the Project Area for the fiscal years of 2007 and 2008. Attached as (exhibit "A") is a detailed list of the scope of services. :

1.1. Development of a 5 year Banning Downtown Revitalization District Implementation Plan.

- 1.2. Organization of a PBID in downtown Banning.
- 1.3. Creation, development and implementation of a Banning Downtown Revitalization Marketing and Promotion Plan entitled A Brush with Banning campaign to position the City of Banning as one.
- 1.4. Marketing during key retail periods to include billboard ads, radio, and television.
- 1.5. Produce and Present annual "Art Hops" in 2007 and 2008.
- 1.6. Produce and Present Western Art show event in cooperation with Stage Coach Days for the years of 2007 and 2008.
- 1.7. Develop comprehensive artistic opportunities for youth including developing a Youth Art Council to develop safe gang free activities through art.

2.0 - FUNDING. In consideration of the services to be provided by the Alliance under Section 1.0 of this Agreement, the RDA agrees to pay the Alliance the total sum of One Hundred Seventy One Thousand Five Hundred Dollars and No Cents (\$171,500.00) for the fiscal year beginning July 1, 2006 and ending June 30, 2007. In addition the RDA agrees to pay the Alliance the total sum of One Hundred Seventy One Thousand Five Hundred Dollars and No Cents (\$171,500.00) for the fiscal year beginning July 1, 2007 and ending June 30, 2008. Prior to the second year funding, an evaluation must be provided no later than May 15, 2007 demonstrating the success of the programs. Funding in the amount not to exceed \$343,000.00 (Three Hundred Forty Three Thousand Dollars and OO/Cents). The RDA shall have no obligation to fund such services in succeeding fiscal years. Attached as (exhibit "B") is a detailed list of the compensation.

3.0 - RECORDS AND AUDITS. The Executive Director of the RDA, or his/her designee shall have the right to examine, review, and audit all books and records of the Alliance upon forty-eight (48) hours notice. This includes but is not limited to financial ledgers and accounting records relating to the services performed by the Alliance under this Agreement, the RDA's and the Chamber's expenditures.

4.0 - TERM OF AGREEMENT. This Agreement shall be effective for the fiscal years beginning July 1, 2006 and ending June 30, 2008, at which time it shall terminate unless: (i) the RDA has received and approved a subsequent request for funding by the Alliance as provided in Section 2.0 [Funding] of this Agreement; or (ii) the Alliance has not expended the full amount of the RDA funding for services required under Section 1.0 [Scope of Services] under this Agreement; in which event this Agreement shall continue for a period not to exceed sixty (60) days during which time the Alliance shall expend the remaining balance on required services or return the unused balance of the funds to the RDA.

5.0 - TERMINATION. The parties may terminate this Agreement as follows:

Fax: (951) 845-3045

9.0 - ASSIGNMENT. This is a professional services contract for unique services. Neither the Alliance nor the RDA may assign or transfer any rights or obligations arising from this Agreement, or any part thereof, without the prior written consent of the other party.


10.0 - ATTORNEY'S FEES. If either party commences an action against the other party arising out of or in connection with this Agreement, the prevailing party shall be entitled to recover from the losing party reasonable attorney's fees and expenses of litigation, including but not limited to court costs.

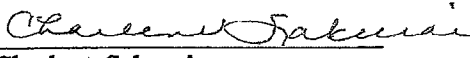
11.0 - AMENDMENTS. The provisions of this Agreement may be amended only by an instrument in writing duly executed by each of the parties hereto.

12.0 - INTEGRATION. This writing constitutes the entire and complete Agreement between the parties hereto relative to the subject hereof. No party relies upon any warranty or representation, express or implied not specifically set forth herein.

Banning Community
Redevelopment Agency

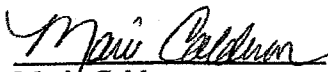
Banning Cultural Alliance

By: 
Art Welch
Chairman

By: 
Charlene Sakurai
President

Attest:

Approved as to Form:

By: 
Marie Calderon
City Clerk

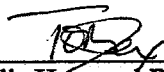
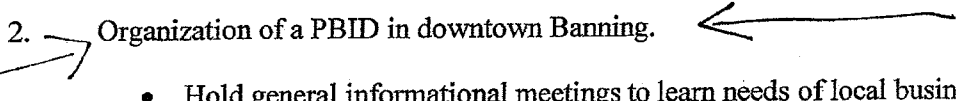
By: 
Julie Hayward Biggs, City Attorney
Eric S. Vail, Assistant City Attorney
Thomas D. Jex, Deputy City Attorney

EXHIBIT A

Banning Cultural Alliance
Scope of Services 2006-2008

In consideration of the funds provided by the RDA to the Alliance under Section 2.0 below, the Alliance agrees to and shall undertake the following activities and provide the following services within the Project Area for the fiscal years of 2007 and 2008:

1. Development of a 5 year Banning Downtown Revitalization District Implementation Plan.
2. Organization of a PBID in downtown Banning. 
 - Hold general informational meetings to learn needs of local businesses/property owners and to
 - Develop strategies to gain support for the idea including
 - Define initial boundaries of participation in the PBID
 - Create structure and funding with City of Banning
 - Develop and distribute electronic newsletter to lure businesses to downtown Banning.
3. Creation, development and implementation of a Banning Downtown Revitalization Marketing and Promotion Plan entitled A Brush with Banning campaign to position the City of Banning as one. Activities would include:
 - A spotlight PR Campaign with new releases
 - Generic and program specific tri-fold brochures for distribution throughout the Riverside and San Bernardino Counties to key tourist locations through Certified Folder Display.
 - Fox Cineplex, Krikorian, and Camelot Theater Ads as part of a general campaign promoting banning and all the events that are scheduled for a two-year period.
 - A series of mini art demos during gallery tours to foster appreciation for the talent in the downtown area and reinforce a new image of a safe, clean downtown.
 - PR opportunities for visual artists through painting of rocking chairs for distribution to a Banning retirement home in 2007 as an annual community service.

- “A Phineus Phestival”, a Brush with Banning project, as a gallery tour with music of local talent and food and wine from local restaurants. A win/win for local businesses in addition to the PR that will be generated.
- PR opportunities for visual artists through painting of a mural in the children’s wing at San Gorgonio Hospital in 2008 as an annual community service.
- Performances attracting diverse audiences at the Alliance’s Cultural Center.
- Showcase opportunities for textile arts, quilts, sculptures, etc at the Alliance’s Cultural Center.
- Pay the rent for the Banning Center for the Arts to help it stabilize as a public gallery and an anchor to the Revitalization District.
- Provide art business building skills to local small businesses in cooperation with the Inland Empire Economic Partners/SBCD.

4. Marketing during key retail periods.

- Bill board Ads ←
- Radio and TV ads ←
- Infomercials ←
- In-flight publications (after 1st year) ←

5. Produce and Present annual “Art Hops” in 2007 and 2008.

6. Produce and Present Western Art show event in cooperation with Stage Coach Days for the years of 2007 and 2008.

7. Develop comprehensive artistic opportunities for youth.

- Create a Youth Arts Council (YAC) to develop art projects that will attract their peers and keep them involved in safe, gang free activities while teaching them to respect and have pride in themselves and Banning.
 - Promote art and performance classes for children and teens.
 - Through the YAC, provide an opportunity for youth to learn all aspects of theatre.
 - Develop, implement, and promote activities for their peers.

EXHIBIT "B" COMPENSATION

The Alliance agrees to comply with the terms of this Agreement for the Sum Not to Exceed \$343,000.00. (Three Hundred Forty Three Thousand Dollars and 00/Cents) The RDA agrees to pay the Alliance the total sum of One Hundred Seventy One Thousand Five Hundred Dollars and No Cents (\$171,500.00) for the fiscal year beginning July 1, 2006 and ending June 30, 2007. In addition the RDA agrees to pay the Alliance the total sum of One Hundred Seventy One Thousand Five Hundred Dollars and No Cents (\$171,500.00) for the fiscal year beginning July 1, 2007 and ending June 30, 2008. Prior to the second year funding, an evaluation must be provided no later than May 15, 2007 demonstrating the success of the programs.

1. Development of a 5 year Banning Downtown Revitalization District Implementation Plan. Cost Not to Exceed \$30,000.00
- 2. Organization of a PBID in downtown Banning. – Cost Not to Exceed \$34,000.00
3. Creation, development and implementation of a Banning Downtown Revitalization Marketing and Promotion Plan entitled A Brush with Banning campaign to position the City of Banning as one. Cost Not to Exceed \$68,000.00
- 4. Marketing during key retail periods to include billboard ads, radio, and television. Cost Not to Exceed \$110,000.00
5. Produce and Present annual "Art Hops" in 2007 and 2008. Cost Not to Exceed \$48,000.00
6. Produce and Present Western Art show event in cooperation with Stage Coach Days for the years of 2007 and 2008. Cost Not to Exceed \$42,000.00
7. Develop comprehensive artistic opportunities for youth including developing a Youth Art Council to develop safe gang free activities through art. Cost Not to Exceed \$11,000.00