

Funding Agreement
Between
County of El Dorado and Shingle Springs/Cameron
Park Chamber of Commerce

Funding Agreement #8225

This Agreement made and entered by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "County"), and the Shingle Springs/Cameron Park Chamber of Commerce, a non-profit mutual benefit corporation duly qualified to conduct business in the State of California, whose principal place of business is 4095 Cameron Park Drive, Cameron Park, California 95682, and whose mailing address is Post Office Box 341, Shingle Springs, California 95682 (hereinafter referred to as "Grantee").

RECITALS

WHEREAS, Grantee is a non-profit organization, whose mission is to be a proactive membership organization dedicated to developing, promoting, and representing the Shingle Springs/Cameron Park business community;

WHEREAS, County wishes to encourage economic development in County by supporting and promoting tourism, entertainment, business, and leisure travel activities through County's Economic Development Program;

WHEREAS, County has appropriated funding for the purpose of providing Economic Development funding to private non-profit organizations and public agencies;

WHEREAS, the funding provided herein will serve a public purpose and provide a valuable public benefit in that it will promote cultural activities, historical preservation activities, and/or promotional activities that enhance tourism and industry and/or local community events that encourage a sense of community to the people of the County of El Dorado;

WHEREAS, the parties agree the funding will be in conformity with all applicable federal, state, and local laws and use of the funding shall be in conformity with the stated Scope of Work.

NOW, THEREFORE, the parties do hereby agree as follows:

ARTICLE I

Payment and Use of Funds: Within forty-five (45) days of execution of this Agreement, County will advance funds to Grantee in the amount of \$25,000, to fund the services and tasks required under this Agreement, including those services and tasks that are identified in Exhibit A, marked "Scope of Work," incorporated herein and made by reference a part hereof, and those services and tasks that are reasonably necessary for the completion of the work identified in the Scope of Work. Grantee shall provide a statement, in reasonable detail, regarding the disposition of the funds and shall return any unused funds. If any of the advanced funds have

not been used for the purpose stated herein, all funds shall be returned to County within sixty (60) days following County's request for repayment.

This Agreement is solely for the purpose of effecting a grant from County to Grantee. As between County and Grantee, Grantee is solely responsible for the services and tasks that are identified in Exhibit A, including the safety of all persons and property. Grantee shall hold harmless and defend County, as provided for herein, for any claim, loss, or damage that arises from or is in any way connected with the services and tasks stated herein.

Deliverables shall be submitted via electronic file and Grantee shall produce the file using Microsoft Office (MS) 365 applications (specifically, MS Word, MS PowerPoint, and MS Excel). Signed reports shall be submitted in Adobe portable document format (PDF). All deliverables shall be submitted in the language, format and design that are compatible with and completely transferable to County's computer, and that are acceptable to County's Contract Administrator. Newer versions of software may be used and other types of software used for analytical purposes may be authorized if approved in advance of the submittal by County's Contract Administrator. Grantee shall submit all deliverables to County's Contract Administrator in accordance with completion time schedules that have been agreed upon in advance by Grantee and County's Contract Administrator pursuant to this Agreement.

Grantee shall perform the services and tasks required under this Agreement in a safe, professional, skillful, and workmanlike manner. Grantee is responsible for ensuring that its employees perform the services and tasks required under this Agreement accordingly. All of the services included in the Scope of Work are the responsibility of Grantee unless specifically described as a task or item of work to be provided by County.

ARTICLE II

Term: This Agreement shall become effective when fully executed by the parties hereto and shall expire one (1) year from the date thereof. Any funds that have not been expended by Grantee after the expiration of this Agreement shall be returned to County within sixty (60) days of County's request for same.

ARTICLE III

Audits Required: If requested, Grantee shall submit to County a year-end financial statement covering all fiscal years during which Grantee expends funds provided pursuant to this Agreement. Grantee shall maintain client records, books, documents, and other evidence, accounting procedures and practices sufficient to reflect properly all direct and indirect costs of whatever nature claimed to have been incurred in the performance of this Agreement, including any matching costs and expenses, all of which will be deemed to constitute records for purposes of this section. Such records shall clearly reflect the cost and scope of the services provided. Grantee's facility or office or such part thereof as may be engaged in the performance of this Agreement and its records shall be subject at all reasonable times to inspection, audit, and reproduction by County, the State, or any of their duly authorized representatives.

ARTICLE IV

Audit by California State Auditor: Grantee acknowledges that if total compensation under this Agreement is greater than \$10,000.00, this Agreement is subject to examination and audit by the California State Auditor for a period of three (3) years, or for any longer period

required by law, after final payment under this Agreement, pursuant to Government Code section 8546.7. In order to facilitate these potential examinations and audits, Grantee shall maintain, for a period of at least three (3) years, or for any longer period required final payment under the contract, all books, records, and documentation necessary to demonstrate performance under the Agreement.

ARTICLE V

Political Activity: Pursuant to Government Code sections 54964, 54964.5, and 54964.6, Grantee shall not expend or authorize the expenditure of any funds provided to it pursuant to this Agreement, or use any property owned or funded in whole or in part by County, in support of any political activity including but not limited to support or opposition of a candidate for public office or any ballot measure.

ARTICLE VI

Changes to Agreement: This Agreement may be amended by mutual consent of the parties hereto. Said amendments shall become effective only when in writing and fully executed by duly authorized officers of the parties hereto.

ARTICLE VII

Notice to Parties: All notices to be given by the parties hereto shall be in writing and served by depositing same in the United States Post Office, postage prepaid and return receipt requested. Notices to County shall be in duplicate and addressed as follows:

To County:

County of El Dorado
Planning and Building Department
2850 Fairlane Court
Placerville, California 95667

Attn.: Kyle Zimbelman
Economic and Business Relations
Manager

With a copy to:

County of El Dorado
Chief Administrative Office
330 Fair Lane
Placerville, California 95667

Attn.: Michele Weimer
Procurement and Contracts

or to such other location as County directs.

Notices to Grantee shall be addressed as follows:

Shingle Springs/Cameron Park Chamber of Commerce
Post Office Box 341
Shingle Springs, California 95682

Attn.: Colette Thiel
President

or to such other location as Grantee directs.

ARTICLE VIII

Indemnity: To the fullest extent permitted by law, Grantee shall defend at its own expense, indemnify, and hold the County harmless, its officers, employees, agents, and volunteers, against and from any and all liability, claims, suits, losses, damages, or expenses of every name, kind and description, including attorney's fees and costs incurred, brought for, or on account of, injuries to or death of any person, including but not limited to workers, County employees, and the public, or damage to property, or any economic or consequential losses, which are claimed to or in any way arise out of or are connected with the acts or omissions of Grantee or its officers, agents, or employees in rendering the services, operations, or performance hereunder, except for liability, claims, suits, losses, damages or expenses arising from the sole negligence or willful acts of the County, its officers and employees, or as expressly prescribed by statute.

The duty to indemnify and hold harmless County specifically includes the duties to defend set forth in Civil Code section 2778. The insurance obligations, if any, of Grantee are separate, independent obligations under the Contract Documents, and the provisions of this defense and indemnity are not intended to modify nor should they be construed as modifying or in any way limiting the insurance obligations set forth in the Contract Documents.

Nothing herein shall be construed to seek indemnity in excess of that permitted by Civil Code section 2782, et seq. In the event any portion of this Article is found invalid, the Parties agree that this Article shall survive and be interpreted consistent with the provisions of Civil Code section 2782, et seq.

ARTICLE IX

Termination: Either County or Grantee may terminate this Agreement by presentation to the other party hereto of written notice of said termination fifteen (15) days prior to effective date of said termination.

ARTICLE X

Levine Act: Pursuant to Government Code section 84308 (SB 1439, the Levine Act), Grantee shall complete and sign the attached Exhibit B, marked "California Levine Act Statement," incorporated herein and made by reference a part hereof, regarding campaign contributions by Grantee, if any, to any officer of County.

ARTICLE XI

Assignment: This Agreement shall be binding upon the successors-in-interest and assigns of Grantee.

ARTICLE XII

Administrator: The County Officer or employee with responsibility for administering this Agreement is Kyle Zimbelman, Economic and Business Relations Manager, Planning and Building Department, or successor.

ARTICLE XIII

Authorized Signatures: The parties to this Agreement represent that the undersigned individuals executing this Agreement on their respective behalf are fully authorized to do so by law or other appropriate instrument and to bind upon said parties to the obligations set forth herein.

ARTICLE XIV

Electronic Signatures: Each party agrees that the electronic signatures, whether digital or encrypted, of the parties included in this Agreement, are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic Signature means any electronic visual symbol or signature attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record, including facsimile or email electronic signatures, pursuant to the California Uniform Electronic Transactions Act (Civil Code sections 1633.1 to 1633.17) as amended from time to time.

ARTICLE XV

Counterparts: This Agreement may be executed in one or more counterparts, each of which shall be an original and all of which together shall constitute one and the same instrument.

ARTICLE XVI

Entire Agreement: This document and the documents referred to herein or exhibits hereto are the entire Agreement between the parties and they incorporate or supersede all prior written or oral agreements or understandings.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates indicated below.

--COUNTY OF EL DORADO--

By: Wendy Thomas
Board of Supervisors
"County"

Dated: 1-23-24

Attest:
Kim Dawson
Clerk of the Board of Supervisors

By: Kyle Peterson
Deputy Clerk

Dated: 1-23-24

**--SHINGLE SPRINGS/CAMERON PARK
CHAMBER OF COMMERCE--**

By: Colette Thiel
Colette Thiel
President
"Grantee"

Dated: 1/9/24

By: Todd White
Todd White
Secretary

dotloop verified
01/09/24 6:48 PM EST
F0EW4LRF5-APDL-IF4M

Dated: 1/9/24

Shingle Springs/Cameron Park Chamber of Commerce

Exhibit A

Scope of Work

Upon execution of this Agreement, Grantee shall perform the following services and/or provide deliverables as detailed below for the duration of the Agreement.

Activity

1. Tourist Information Center (Center)

- A. Create a directory of El Dorado County businesses, which will be available in both paper form and on the Grantee's website, to refer visitors and residents.
 - i. Keep businesses updated on events happening throughout the County that may be of interest.

2. Membership and Growth

- A. Develop partnerships to encourage individual businesses and organizations to operate their business in El Dorado County.
- B. Reach out to local lodging facilities to identify opportunities to increase stays resulting in an increase in Transient Occupancy Tax revenue.
- C. Track the number of businesses joining and renewing their annual membership with the Grantee to show that local business find value in their membership.

3. Promotion/Advertising

- A. Expand visibility of Grantee community events such as Thunder in the Park Car Show, Safety and Wellness Fair, and Trick or Treat Event, and events at The Stage at Burke Junction, through an extensive outreach strategy that includes interactive social media marketing efforts such as email blasts, website promotion, flyers, and signage.
- B. Redesign Grantee's current website with the following improvements:
 - i. Update with an extended list of local and County events;
 - ii. Increase site and page views by five (5) percent in year-over-year analytics;

- iii. Develop and refresh content consistently for use across all platforms; and
 - iv. Create a new section to spotlight local businesses and promote upcoming events.
- C. Expand marketing efforts to include paid and organic social media, eblasts, and videos highlighting El Dorado County and specifically the Shingle Springs/Cameron Park area.
- D. Develop a signage plan with a goal to improve street visibility of the Grantee and its Center and to display information on upcoming events.
- i. If required, work closely with the Cameron Park Design Review Committee (CPDRC) and the County's Planning and Building Department to get signage plans approved during the term of this Agreement.
- E. Collaborate with the County's Economic Development Division to include the Grantee's logo on their Elevate to El Dorado webpage under the Local Partners section.
- F. Work with the County and other partners to promote new businesses within the Shingle Springs/Cameron Park area.
- i. Announce new businesses on social media and newsletters.
 - ii. Arrange ribbon cuttings to showcase businesses to the community.

4. Staff Development

- A. Attend one (1) Rural Chamber Summit that addresses issues specific to small Chambers. Pertinent workshops offered include utilizing social media, partnering with local Economic Development Agencies, and Small Business Development Center partnership panel.
- B. Conduct outreach to the Greater Sacramento Economic Council on how to leverage their expertise in economic development to assist the Grantee in expansion.

5. Research and Measurement

- A. Provide a written Annual Report that provides an analysis demonstrating the return on investment (ROI) of the funding provided under this Agreement.

- B. Implement website measurements with a goal to increase site and page views by five (5) percent year over year.
- C. Measure and improve attendance for key community events:
 - i. Thunder in the Park Car Show - Increase attendance by ten (10) percent; and
 - ii. Safety and Wellness Fair - Increase attendance by fifteen (15) percent.
- D. Work with County's Economic Development Division to better understand metrics being utilized by other Chambers, and work to implement similar metrics by leveraging available measurement collecting software.

Shingle Springs/Cameron Park Chamber of Commerce

Exhibit B

California Levine Act Statement

California Levine Act Statement

California Government Code section 84308, commonly referred to as the "Levine Act," prohibits any officer of El Dorado County from participating in any action related to a contract if he or she receives any political contributions totaling more than two hundred and fifty dollars (\$250) within the previous twelve (12) months, and for twelve (12) months following the date a final decision concerning the contract has been made, from the person or company awarded the contract. The Levine Act also requires disclosure of such contribution by a party to be awarded a specific contract. An officer of El Dorado County includes the Board of Supervisors, and any elected official (collectively "Officer"). It is the Grantee's responsibility to confirm the appropriate "officer" and name the individual(s) in their disclosure.

Have you or your company, or any agent on behalf of you or your company, made any political contributions of more than \$250 to an Officer of the County of El Dorado in the twelve months preceding the date of the submission of your proposals or the anticipated date of any Officer action related to this contract?

 YES X NO

If yes, please identify the person(s) by name:

Do you or your company, or any agency on behalf of you or your company, anticipate or plan to make any political contribution of more than \$250 to an Officer of the County of El Dorado in the twelve months following any Officer action related to this contract?

 YES X NO

If yes, please identify the person(s) by name:

Answering YES to either of the two questions above does not preclude the County of El Dorado from awarding a contract to your firm or any taking any subsequent action related to the contract. It does, however, preclude the identified Officer(s) from participating in any actions related to this contract.

1/9/24

Date

Colette Thiel

Signature of authorized individual

Shingle Springs Cameron Park

Organization Name

Colette Thiel

Name of authorized individual

Chamber of Commerce