

AGREEMENT FOR SERVICES #468-F0911

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 El Dorado County Chamber of Commerce, a non-profit organization, duly qualified to conduct business in the State of California, whose principal place of business is 542 Main Street, Placerville, CA 95667 (hereinafter referred to as "Contractor");

WITNESSETH

WHEREAS, County has determined that it is necessary to obtain a Contractor for promotional services in order to promote the local economy and enhance the quality of life in the region; and

WHEREAS, Contractor has represented to County that it is specially trained, experienced, expert and competent to perform the special services required hereunder and County has determined to rely upon such representations; and

WHEREAS, it is the intent of the parties hereto that such services be in conformity with all applicable federal, state and local laws; and

WHEREAS, County has determined that the provision of these services provided by Contractor is in the public's best interest, and that these services are more economically and feasibly performed by outside independent Contractors as well as authorized by El Dorado County Charter, Section 210 (b) (6) and/or Government Code 31000;

NOW, THEREFORE, County and Contractor mutually agree as follows:

ARTICLE I

Scope of Services: Upon adoption of the fiscal year 2008/2009 County Budget, the County Board of Supervisors approved funding for marketing and promotion, and economic development services in the promotion of El Dorado County as a destination for film and commercial production. Services shall include, but not limited to, the following:

- 1) Manage all aspects of El Dorado County's Film and Commercial production program including; internal and external marketing of the county as a destination for film and commercial production; development and retention of industry clients.
- 2) Management and expansion of El Dorado County's Film and Commercial library program.
- 3) Development and promotion of local residents for employment opportunities, area businesses for procurement and other contracting opportunities with film and commercial productions.
- 4) Develop and manage all philanthropic activities as they relate to film and commercial production activities.
- 5) Advocate for, develop, and promote film and commercial production career education in area schools and community colleges.

Services and products shall be reviewed on a monthly and project basis by the County Economic Development Coordinator (the "Administrator"). Contractor shall adhere to the following milestones:

- 1) Contractor shall establish a reporting matrix based upon key performance indicators as described in **ARTICLE XIII – Reports** within one month following execution of this Agreement, and said matrix shall be pre-approved by the Administrator.
- 2) Film and video production reporting shall include, but not be limited to, the following:
 - i. a) Pre-production reporting shall be submitted no later than one week following issuance of El Dorado County Film and Video permit.
 - ii. b) Post-production evaluation summary shall be submitted no later that one month following production completion.
- 2) Familiarization Reporting
- 3) Site Selection notification shall be submitted to the Administrator no less than one week prior to group arrival in El Dorado County. If notice of arrival is not greater that one week prior to group arrival in El Dorado County, Contractor shall request approval of the Administrator to deviate from this requirement.

- 4) Post-Familiarization Tour Evaluation Summary submitted to the Administrator for approval as a separate addendum to the Monthly Report described in **ARTICLE XIII - Reports**.
 - a. All required monthly activity reports shall be submitted no later than the second Monday of each month.

Report format and contents shall be at the discretion of the Administrator. Incomplete or lack of submission of said reports shall be considered a material breach of this Agreement.

The services and products shall be provided by Contractor under the direction of the Administrator. The Administrator, or his/her designee, shall monitor the services and no new services, either through expansion or program change, nor any reductions of the services, shall occur without the written approval of the Administrator and the Board of Supervisors.

ARTICLE II

Term: This Agreement shall become effective when fully executed by both parties hereto and shall cover the period of October 1, 2008 through September 30, 2009, subject to the provisions for earlier termination as provided for hereinbelow.

ARTICLE III

Compensation for Services: For services provided herein, County agrees to pay Contractor quarterly in arrears and within thirty (30) days following the County's receipt and approval of itemized invoice(s) identifying services rendered and monthly reports as identified in **ARTICLE XIII - Reports**. Said invoice shall be substantially in the form of Exhibit "A", incorporated herein and made part by reference hereof. For the purposes of this Agreement, the billing rate shall be \$24,050.00 per quarter. The total amount of this Agreement shall not exceed \$96,200.00.

ARTICLE IV

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 V

Contractor to County: It is understood that the services provided under this Agreement shall be prepared in and with cooperation from County and its staff. It is further agreed that in all matters pertaining to this Agreement, Contractor shall act as Contractor only to County and shall not act as Contractor to any other individual or entity affected by this Agreement nor provide information in any manner to any party outside of this Agreement that would conflict with Contractor's responsibilities to County during term hereof.

ARTICLE VI

Assignment and Delegation: Contractor is engaged by County for its unique qualifications and skills as well as those of its personnel. Contractor shall not subcontract, delegate or assign services to be provided, in whole or in part, to any other person or entity without prior written consent of County.

ARTICLE VII

Independent Contractor/Liability: Contractor is, and shall be at all times, deemed independent and shall be wholly responsible for the manner in which it performs services required by terms of this Agreement. Contractor exclusively assumes responsibility for acts of its employees, associates, and subContractors, if any are authorized herein, as they relate to services to be provided under this Agreement during the course and scope of their employment.

Contractor shall be responsible for performing the work under this Agreement in a safe, professional, skillful and workmanlike manner and shall be liable for its own negligence and negligent acts of its employees. County shall have no right of control over the manner in which work is to be done and shall, therefore, not be charged with responsibility of preventing risk to Contractor or its employees.

ARTICLE VIII

Fiscal Considerations: The parties to this Agreement recognize and acknowledge that County is a political subdivision of the State of California. As such, El Dorado County is subject to the provisions of Article XVI, Section 18 of the California Constitution and other similar fiscal and procurement laws and regulations and may not expend funds for products, equipment or services not budgeted in a given fiscal year. It is further understood that in the normal course of County business, County will adopt a proposed budget prior to a given fiscal year, but that the final adoption of a budget does not occur until after the beginning of the fiscal year.

Notwithstanding any other provision of this Agreement to the contrary, County shall give notice of cancellation of this Agreement in the event of adoption of a proposed budget that does not provide for funds for the services, products or equipment subject herein. Such notice shall become effective upon the adoption of a final budget which does not provide funding for this Agreement. Upon the effective date of such notice, this Agreement shall be automatically terminated and County released from any further liability hereunder.

In addition to the above, should the Board of Supervisors during the course of a given year for financial reasons reduce, or order a reduction, in the budget for any County department for which services were contracted to be performed, pursuant to this paragraph in the sole discretion of the County, this Agreement may be deemed to be canceled in its entirety subject to payment for services performed prior to cancellation.

ARTICLE IX

Audits Required: Contractor shall submit a year-end audited financial statement covering the term of this Agreement. The financial statements are to clearly show the amounts received and expended for the tasks detailed in Article I. Said audited financial statements shall be submitted to the County within One Hundred Twenty days (120) following the end of the contract term, the end of the Contractor’s fiscal year.

Contractor 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.

Contractor’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 its duly authorized representatives, including the Comptroller General of the United States.

Contractor shall preserve and make available its records for a period of four (4) years from the date of final payment under this Agreement, and for such longer period, if any, as is required by applicable statute, by any other provision of this Agreement, or by either of the following:

1. If this Agreement is terminated or partially terminated, all of the records relating to work terminated shall: a) be preserved and made available for a period of four (4) years from the date of any resulting final settlement; or b) at the sole option of the County, immediately become the property of the County and shall be delivered by Contractor to County.
2. If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the four (4) year period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular four (4) year period, whichever is later.

ARTICLE X

Revenue and Budget Surplus: If it is determined by County at the termination of this Agreement and the Audit review that there have been payments by the County in excess of or contrary to that provided in the aforementioned auditing standards, Contractor agrees to refund and repay all such amounts to the County within thirty (30) days following such determination.

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ARTICLE XI

Default, Termination, and Cancellation:

- A. **Default:** Upon the occurrence of any default of the provisions of this Agreement, a party shall give written notice of said default to the party in default (notice). If the party in default does not cure the default within ten (10) days of the date of notice (time to cure), then such party shall be in default. The time to cure may be extended at the discretion of the party giving notice. Any extension of time to cure must be in writing, prepared by the party in default for signature by the party giving notice and must specify the reason(s) for the extension and the date on which the extension of time to cure expires.

Notice given under this section shall specify the alleged default and the applicable Agreement provision and shall demand that the party in default perform the provisions of this Agreement within the applicable period of time. No such notice shall be deemed a termination of this Agreement unless the party giving notice so elects in this notice, or the party giving notice so elects in a subsequent written notice after the time to cure has expired.

In the event of termination for default, County reserves the right to take over and complete the work by contract or by any other means.

- B. **Bankruptcy:** This Agreement, at the option of the County, shall be terminable in the case of bankruptcy, voluntary or involuntary, or insolvency of Contractor.
- C. **Ceasing Performance:** County may terminate this Agreement in the event Contractor ceases to operate as a business, or otherwise becomes unable to substantially perform any term or condition of this Agreement.
- D. **Termination or Cancellation without Cause:** County may terminate this Agreement in whole or in part upon seven (7) calendar days written notice by County without cause. If such prior termination is effected, County will pay for satisfactory services rendered prior to the effective dates as set forth in the Notice of Termination provided to Contractor, and for such other services, which County may agree to in writing as necessary for contract resolution. In no event, however, shall County be obligated to pay more than the total amount of the contract. Upon receipt of a Notice of Termination, Contractor shall promptly discontinue all services affected, as of the effective date of termination set forth in such Notice of Termination, unless the notice directs otherwise.

ARTICLE XII

Severability: If any provision of this Agreement shall be held to be invalid, illegal or unenforceable for any reason, the validity, legality or enforceability of the remaining provisions shall not in any way be affected for impaired thereby.

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ARTICLE XIII

Reports: Contractor shall file monthly progress reports with the County's Contract Administrator showing the manner and amount in which the funds paid pursuant to this Agreement were actually expended by task or program. Said reports shall be in written narrative form, summarizing the progress and extent of completion of the tasks pursuant to Article I. Progress reports shall include measurements based on the following key performance indicators:

- 1) Partners (number and organizations) that collaborate in implementing program/events, including, but not limited to:
 - a) Event organizers and business sponsors.
 - b) Film, artists, entertainers, and other film and video related organizations.
 - c) Lodging establishments.
 - d) Restaurants, winery/breweries, retailers.
 - e) Community and service organizations.
- 2) Provide annual accounting for Film permits issued including, but not limited to, number of permits issued, monetary value of each permit, permit recipient, and project type. Project type shall include, but not be limited to, feature length film, short films, video, Internet, commercials, domestic and international productions.
- 3) Provide quarterly accounting for each permitted film and video production including, but not limited to, the number of crew, El Dorado County employed versus non El Dorado County, first time productions and repeat productions, value of the total production budget, quantify value of local production to El Dorado County economy. Value of local production shall include, but not be limited to, number of hotel night stays, number of meals sourced locally, and any other spending within the County as a result of the production.
- 4) Track Film and video production leads, website activity, requests for informational packets and support, familiarization tours with specifics detail to number of visitors/origination of group/locations of interest and length of time spent in county.
- 5) Monthly reporting of El Dorado County Film and Media Office media hit's segmented for: earned and bought; media, TV, radio, print, magazine, periodical, newsletters, direct mail promotions, and include examples along with the circulation numbers in final report.
- 6) Track all networking and professional Film and Video activities.
- 7) Merchant Survey – productions surrounding retail, restaurant and lodging establishments (include sales figures for day prior/event days/day post production and Year/Year).
- 8) Partnership recognition of El Dorado County funding contribution on all marketing, communications, event and other promotional materials including, but not limited to electronic, print, TV, & radio - as per the RFP requirements.

- 9) Utilize where and when applicable the representative sampling survey of attendees by use of the survey instrument in Exhibit “B”, marked “Joint Effort Marketing Survey”, incorporated herein and made part by reference hereof.
- 10) Quarterly reporting the number of employment opportunities for film and video artists and other professional film and video and arts-related employment categories in El Dorado County within one year of contract execution.
- 11) Implementation of El Dorado County Chamber of Commerce Film Commission and Media Office proposed programs of activities within one year of contract execution.

The final monthly report shall reflect cumulative totals of fund usage and key performance indicators, and shall be filed within sixty (60) days following the end of the contract term.

ARTICLE XIV

Ownership of Rights: County and Contractor hereby expressly agree that all printed materials described in Article I, whether produced by Contractor, its agents, representatives, employees, or sub-contractors, shall be considered a “work made for hire” within the meaning of 17 USC Sec. 101. County shall have sole ownership of all rights, for all purposes, in each completed work, and unused printed materials.

Contractor shall comply with all applicable laws regarding the use, publication, broadcast or dissemination of materials called for in this Agreement. Contractor shall be solely responsible for obtaining any and all required permission or licenses and for the payment of any license or use fees relating to the use, publication, broadcast, or dissemination of materials.

ARTICLE XV

Nondiscrimination: In providing services, employing personnel, or in any other respect of this Agreement, Contractor shall not employ discriminatory practices on the basis of race, color, sex, age, religion, national origin or ancestry, or physical or mental handicap.

ARTICLE XVI

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.

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Notices to County shall be addressed as follows:

COUNTY OF EL DORADO
CHIEF ADMINISTRATIVE OFFICE
330 FAIR LANE
PLACERVILLE, CA 95667
ATTN: SAM DRIGGERS, ECONOMIC DEVELOPMENT COORDINATOR

or to such other location as the County directs.

with a carbon copy to

COUNTY OF EL DORADO
CHIEF ADMINISTRATIVE OFFICE
PROCUREMENT AND CONTRACTS DIVISION
330 FAIR LANE
PLACERVILLE, CA 95667
ATTN: BONNIE H. RICH, PURCHASING AGENT

Notices to Contractor shall be addressed as follows:

EL DORADO COUNTY CHAMBER OF COMMERCE
542 MAIN STREET
PLACERVILLE, CA 95667
ATTN: LAUREL BRENT-BUMB, EXECUTIVE DIRECTOR

or to such other location as the Contractor directs.

with a carbon copy to

COUNTY OF EL DORADO
CHIEF ADMINISTRATIVE OFFICE
PROCUREMENT AND CONTRACTS DIVISION
330 FAIR LANE
PLACERVILLE, CA 95667
ATTN: BONNIE H. RICH, PURCHASING AGENT

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ARTICLE XVII

Indemnity: The Contractor shall defend, indemnify, and hold the County harmless against and from any and all claims, suits, losses, damages and liability for damages of every name, kind and description, including attorneys 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 Contractor's services, operations, or performance hereunder, regardless of the existence or degree of fault or negligence on the part of the County, the Contractor, subContractor(s) and employee(s) of any of these, except for the sole, or active negligence of the County, its officers and employees, or as expressly prescribed by statute. This duty of Contractor to indemnify and save County harmless includes the duties to defend set forth in California Civil Code Section 2778.

ARTICLE XVIII

Insurance: Contractor shall provide proof of a policy of insurance satisfactory to the El Dorado County Risk Manager and documentation evidencing that Contractor maintains insurance that meets the following requirements:

- A. Full Workers' Compensation and Employers' Liability Insurance covering all employees of Contractor as required by law in the State of California.
- B. Commercial General Liability Insurance of not less than \$1,000,000.00 combined single limit per occurrence for bodily injury and property damage.
- C. Automobile Liability Insurance of not less than \$1,000,000.00 is required in the event motor vehicles are used by the Contractor in the performance of the Agreement.
- D. In the event Contractor is a licensed professional, and is performing professional services under this Agreement, professional liability (for example, malpractice insurance) is required with a limit of liability of not less than \$1,000,000.00 per occurrence.
- E. Contractor shall furnish a certificate of insurance satisfactory to the El Dorado County Risk Manager as evidence that the insurance required above is being maintained.
- F. The insurance will be issued by an insurance company acceptable to Risk Management, or be provided through partial or total self-insurance likewise acceptable to Risk Management.

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- G. Contractor agrees that the insurance required above shall be in effect at all times during the term of this Agreement. In the event said insurance coverage expires at any time or times during the term of this Agreement, Contractor agrees to provide at least thirty (30) days prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of the Agreement, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of Risk Management and Contractor agrees that no work or services shall be performed prior to the giving of such approval. In the event the Contractor fails to keep in effect at all times insurance coverage as herein provided, County may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event.
- H. The certificate of insurance must include the following provisions stating that:
1. The insurer will not cancel the insured's coverage without thirty (30) days prior written notice to County, and;
 2. The County of El Dorado, its officers, officials, employees, and volunteers are included as additional insured, but only insofar as the operations under this Agreement are concerned. This provision shall apply to the general liability policy.
- I. The Contractor's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
- J. Any deductibles or self-insured retentions must be declared to and approved by the County, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the County, its officers, officials, employees, and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.
- K. Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the County, its officers, officials, employees or volunteers.
- L. The insurance companies shall have no recourse against the County of El Dorado, its officers and employees or any of them for payment of any premiums or assessments under any policy issued by any insurance company.
- M. Contractor's obligations shall not be limited by the foregoing insurance requirements and shall survive expiration of this Agreement.
- N. In the event Contractor cannot provide an occurrence policy, Contractor shall provide insurance covering claims made as a result of performance of this Agreement for not less than three (3) years following completion of performance of this Agreement.

- O. Certificate of insurance shall meet such additional standards as may be determined by the contracting County Department either independently or in consultation with Risk Management, as essential for the protection of the County.

ARTICLE XIX

Interest of Public Official: No official or employee of County who exercises any functions or responsibilities in review or approval of services to be provided by Contractor under this Agreement shall participate in or attempt to influence any decision relating to this Agreement which affects personal interest or interest of any corporation, partnership, or association in which he/she is directly or indirectly interested; nor shall any such official or employee of County have any interest, direct or indirect, in this Agreement or the proceeds thereof.

ARTICLE XX

Interest of Contractor: Contractor covenants that Contractor presently has no personal interest or financial interest, and shall not acquire same in any manner or degree in either: 1) any other contract connected with or directly affected by the services to be performed by this Agreement; or, 2) any other entities connected with or directly affected by the services to be performed by this Agreement. Contractor further covenants that in the performance of this Agreement no person having any such interest shall be employed by Contractor.

ARTICLE XXI

Conflict of Interest: The parties to this Agreement have read and are aware of the provisions of Government Code Section 1090 et seq. and Section 87100 relating to conflict of interest of public officers and employees. Contractor attests that it has no current business or financial relationship with any County employee(s) that would constitute a conflict of interest with provision of services under this contract and will not enter into any such business or financial relationship with any such employee(s) during the term of this Agreement. County represents that it is unaware of any financial or economic interest of any public officer or employee of Contractor relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement either party may immediately terminate this Agreement by giving written notice as detailed in the Article in the Agreement titled, "Default, Termination and Cancellation".

ARTICLE XXII

California Residency (Form 590): All independent Contractors providing services to the County must file a State of California Form 590, certifying their California residency or, in the case of a corporation, certifying that they have a permanent place of business in California. The Contractor will be required to submit a Form 590 prior to execution of an Agreement or County shall withhold seven (7) percent of each payment made to the Contractor during term of the Agreement. This requirement applies to any agreement/contract exceeding \$1,500.00.

ARTICLE XXIII

Taxpayer Identification Number (Form W-9): All independent Contractors or corporations providing services to the County must file a Department of the Treasury Internal Revenue Service Form W-9, certifying their Taxpayer Identification Number.

ARTICLE XXIV

County Business License: It is unlawful for any person to furnish supplies or services, or transact any kind of business in the unincorporated territory of El Dorado County without possessing a County business license unless exempt under County Code Section 5.08.070.

ARTICLE XXV

Administrator: The County Officer or employee with responsibility for administering this Agreement is Sam Driggers, Economic Development Coordinator, Chief Administrative Office, or successor.

ARTICLE XXVI

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 XXVII

Partial Invalidity: If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will continue in full force and effect without being impaired or invalidated in any way.

ARTICLE XXVIII

Venue: Any dispute resolution action arising out of this Agreement, including, but not limited to, litigation, mediation, or arbitration, shall be brought in El Dorado County, California, and shall be resolved in accordance with the laws of the State of California.

ARTICLE XXXIX

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.

REQUESTING CONTRACT ADMINISTRATOR CONCURRENCE:

By: _____ Dated: _____
Sam Driggers
Economic Development Coordinator
Chief Administrative Office

REQUESTING DEPARTMENT HEAD CONCURRENCE:

By: _____ Dated: _____
Gayle Erbe-Hamlin
Chief Administrative Officer
Requesting Department

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

-- COUNTY OF EL DORADO --

Dated: _____

By: _____

Chairman
Board of Supervisors
"County"

ATTEST:
Suzanne Allen de Sanchez
Clerk of the Board of Supervisors

By: _____ Date: _____
Deputy Clerk

-- CONTRACTOR --

Dated: _____

By: _____

Laurel Brent-Bum
Executive Director
El Dorado County Chamber of Commerce
"Contractor"

Exhibit "A"

TO: County of El Dorado
 330 Fair Lane
 Placerville, CA 95667
 Attn: Sam Driggers

530-621-5570

FROM:

P.O. Box 2400, Placerville, CA 95667
 530-295-3496

INVOICE# 01
 Period: Oct. 2007
 Agreement #

Oct. 1, 2007 through Sept. 30, 2008

| | Oct. 2007 Invoices | Total Oct. Invoices | Balance in Acct. as of 10/1/07 | Final Account Balance 10/31/07 |
|-------------------------------|-----------------------|------------------------|-----------------------------------|--------------------------------------|
| x | | | | |
| x | \$ - | \$ - | \$ 1.00 | 1.00 |
| x | 0.00 | 0.00 | 1.00 | 1.00 |
| Sub Total x | 0.00 | 0.00 | 2.00 | 2.00 |
| y | | | | |
| y | 0.00 | 0.00 | 1.00 | 1.00 |
| y | 0.00 | 0.00 | 1.00 | 1.00 |
| Sub Total y | 0.00 | 0.00 | 2.00 | 2.00 |
| z | | | | |
| z | 0.00 | 0.00 | 1.00 | 1.00 |
| z | 0.00 | 0.00 | 1.00 | 1.00 |
| z | 0.00 | | | |
| z | 0.00 | | | |
| z | 0.00 | 0.00 | 1.00 | 1.00 |
| z | 0.00 | 0.00 | 1.00 | 1.00 |
| z | 0.00 | 0.00 | 1.00 | 1.00 |
| Sub Total z | 0.00 | 0.00 | 5.00 | 5.00 |
| a | | | | |
| a | 0.00 | 0.00 | 1.00 | 1.00 |
| a | 0.00 | 0.00 | 1.00 | 1.00 |
| a | 0.00 | 0.00 | 1.00 | 1.00 |
| a | 0.00 | 0.00 | 1.00 | 1.00 |
| a | 0.00 | 0.00 | 1.00 | 1.00 |
| Sub Total a | 0.00 | 0.00 | 5.00 | 5.00 |
| TOTAL FOR THIS INVOICE | 0.00 | 0.00 | 14.00 | 14.00 |
| | | | | of \$100 |

TO: County of El Dorado

Office of Procurement and Contracts

330 Fair Lane

Placerville, CA 95667

Attn: Sam Drigger, Economic Development Coordinator

530-621-5595

FROM:

Agreement #

Invoice #1

October 2007

Oct. 1, 2007 through Sept. 30, 2008

| CONTRACT \$ | CURRENT BILL | PREVIOUS INVOICES | | | | | | | | | | | | TOTAL PREV BILLINGS | TOTAL YTD | % PROGRAM | NEW BALANCE | |
|-----------------------|---------------------|--------------------------|---|---|---|---|---|---|---|---|----|----|----|----------------------------|------------------|------------------|--------------------|------|
| | | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | | | | | |
| \$ - | 0.00 | | | | | | | | | | | | | | \$ - | 0.00 | #DIV/01 | \$ - |
| \$ - | 0.00 | | | | | | | | | | | | | | \$ - | 0.00 | #DIV/01 | \$ - |
| \$ - | 0.00 | | | | | | | | | | | | | | \$ - | 0.00 | #DIV/01 | \$ - |
| CONTRACT \$ | CURRENT BILL | PREVIOUS BILLINGS | | | | | | | | | | | | TOTAL PREV BILLINGS | TOTAL YTD | % PROGRAM | NEW BALANCE | |
| \$ - | 0.00 | | | | | | | | | | | | | | \$ - | 0.00 | #DIV/01 | \$ - |
| \$ - | 0.00 | | | | | | | | | | | | | | \$ - | 0.00 | #DIV/01 | \$ - |
| \$ - | 0.00 | | | | | | | | | | | | | | \$ - | 0.00 | #DIV/01 | \$ - |
| CONTRACT \$ | CURRENT BILL | PREVIOUS BILLINGS | | | | | | | | | | | | TOTAL PREV BILLINGS | TOTAL YTD | % PROGRAM | NEW BALANCE | |
| \$ - | 0.00 | | | | | | | | | | | | | | \$ - | 0.00 | #DIV/01 | \$ - |
| \$ - | 0.00 | | | | | | | | | | | | | | \$ - | 0.00 | #DIV/01 | \$ - |
| \$ - | 0.00 | | | | | | | | | | | | | | \$ - | 0.00 | #DIV/01 | \$ - |
| \$ - | 0.00 | | | | | | | | | | | | | | \$ - | 0.00 | #DIV/01 | \$ - |
| \$ - | 0.00 | | | | | | | | | | | | | | \$ - | 0.00 | #DIV/01 | \$ - |
| CONTRACT \$ | CURRENT BILL | PREVIOUS BILLINGS | | | | | | | | | | | | TOTAL PREV BILLINGS | TOTAL YTD | % PROGRAM | NEW BALANCE | |
| \$ - | 0.00 | | | | | | | | | | | | | | \$ - | 0.00 | #DIV/01 | \$ - |
| \$ - | 0.00 | | | | | | | | | | | | | | \$ - | 0.00 | #DIV/01 | \$ - |
| \$ - | 0.00 | | | | | | | | | | | | | | \$ - | 0.00 | #DIV/01 | \$ - |
| \$ - | 0.00 | | | | | | | | | | | | | | \$ - | 0.00 | #DIV/01 | \$ - |
| \$ - | 0.00 | | | | | | | | | | | | | | \$ - | 0.00 | #DIV/01 | \$ - |
| CONTRACT \$ | CURRENT BILL | PREVIOUS BILLINGS | | | | | | | | | | | | TOTAL PREV BILLINGS | TOTAL YTD | % PROGRAM | NEW BALANCE | |
| \$ - | 0.00 | | | | | | | | | | | | | | \$ - | 0.00 | #DIV/01 | \$ - |
| \$ - | 0.00 | | | | | | | | | | | | | | \$ - | 0.00 | #DIV/01 | \$ - |
| COMBINED TOTAL | \$ - | | | | | | | | | | | | | | \$ - | 0.00 | #DIV/01 | \$ - |

Exhibit "B"

Joint Effort Marketing Survey

(Your event, attraction, promotion here)

1. How did you find out about (name of event or promotion)?

Check all that apply.

- | | | |
|--|--|-----------------------------------|
| <input type="checkbox"/> Newspaper | <input type="checkbox"/> Weekly Shopper | <input type="checkbox"/> Magazine |
| <input type="checkbox"/> Radio | <input type="checkbox"/> Family/friends | <input type="checkbox"/> Brochure |
| <input type="checkbox"/> Billboard | <input type="checkbox"/> Posters | <input type="checkbox"/> TV |
| <input type="checkbox"/> Other Internet site | <input type="checkbox"/> Public Relations Story or Feature | |
| <input type="checkbox"/> Tourist Info Center | Other _____ | |

2. Is this trip an overnight trip from home?

No – returning home today (Skip to #4)

Yes—What type of lodging are you using:

- | | |
|--|--|
| <input type="checkbox"/> Hotel/Motel | <input type="checkbox"/> Friend/relative |
| <input type="checkbox"/> Camp (RV) | <input type="checkbox"/> Rent cabin |
| <input type="checkbox"/> Camp (Tent) | <input type="checkbox"/> B&B |
| <input type="checkbox"/> Rent private home | <input type="checkbox"/> Resort |
| <input type="checkbox"/> 2nd home/vacation | <input type="checkbox"/> Other _____ |

3. How many nights will you be staying at the above accommodations? # _____

4. While you're in this community, will you participate in any of the following activities in the vicinity?

Check all that apply.

- | | |
|--|---|
| <input type="checkbox"/> Shopping | <input type="checkbox"/> Dining |
| <input type="checkbox"/> Visiting family/friends | <input type="checkbox"/> Visiting museums |
| <input type="checkbox"/> Take in other attractions | <input type="checkbox"/> Boat ride |
| <input type="checkbox"/> Bicycle on trails | <input type="checkbox"/> Other: _____ |

5. Including yourself, how many people are in your travel group? # _____

6. What information do you use when you plan your leisure trips? *Check all that apply.*

- | | |
|---|--|
| <input type="checkbox"/> Weekly newspaper | <input type="checkbox"/> Daily newspaper |
| <input type="checkbox"/> Weekly shopper | <input type="checkbox"/> Internet |
| <input type="checkbox"/> TV | <input type="checkbox"/> Radio |
| <input type="checkbox"/> Magazines | <input type="checkbox"/> Billboards |
| <input type="checkbox"/> WI Tourism guides | <input type="checkbox"/> Direct mail |
| <input type="checkbox"/> Local tourism information | <input type="checkbox"/> Friends/relatives |
| <input type="checkbox"/> Other: please describe _____ | |