

AGREEMENT FOR SERVICES #464-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 Arts Council, a non-profit organization, duly qualified to conduct business in the State of California, whose principal place of business is 451 Main Street, Suite 6, Placerville, CA 95667 (Mailing: P.O. Box 2400 Placerville, CA 95667), (hereinafter referred to as "Contractor");

WITNESSETH

WHEREAS, County has determined that it is necessary to obtain a Contractor promotional services to encourage participation in the arts 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 promotional services to encourage participation in the arts in order to promote the local economy and enhance the quality of life in the region. The Contractor proposes a marketing and advertising strategy with the following objectives:

- 1) Manage all aspects of the following events: Coloma Blues!, Evening in Art, 3rd Saturday Art Walk, Independent Film Series Benefit, El Dorado Hills Art & Wine Affaire, Art Ambassador Program, quarterly mixers and membership events
- 2) Manage and improve upon current arts and culture promotional activities including but not limited to rack cards and website
- 3) Develop and promote local arts and culture employment opportunities throughout El Dorado County
- 4) Advocate for, develop, and promote arts education in area schools (i.e. ArtsBank artist-in-residency program).

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 performance key performance indicators as described in **ARTICLE XIII - Reports**, and said matrix shall be pre-approved by the Administrator.
- 2) Event Reporting shall include:
 - a. Pre-Event Implementation Plan shall be submitted to the Administrator for approval no less that one-month prior to the event date.
 - b. Post-event Action Report shall be submitted to the Administrator for approval no later than one month following the conclusion of the event.
 - c. Post-event Evaluation Summary shall be submitted to the Administrator for approval no later than two months following the conclusion of the event.
- 3) All required monthly activity reports shall be submitted by the first 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 as follows:

A. **Manner of Payment:** For services provided or products delivered by Contractor during the Agreement term in accordance with Exhibit "A", marked "Budget – Program Year 2007-2008)", incorporated herein and made by reference a part hereof, payments shall be made quarterly in arrears within thirty (30) days following County's receipt and approval of itemized invoices and claims together with supporting documentation showing the amounts and expenditures actually incurred or expended. Invoice must include all receipts, including any requests for advertisements and/or publications. Said invoice shall be substantially in the form of Exhibit "B", incorporated herein and made part by reference hereof.

B. In no event will the County reimburse Contractor for the purchase of alcoholic beverage. All invoices shall reflect descriptions of all of the charges and shall, in reasonable detail, give information regarding the services for which a claim is made.

All itemized invoices, claims and supporting documentation shall be submitted monthly to the Contract Administrator and be subject to the review and approval of the Contract Administrator and the County Auditor-Controller acting on behalf of the County Board of Supervisors. Travel and per diem identified by task shall be reimbursed in accordance with Exhibit "C", marked "County Board of Supervisor's Policy #D-1, incorporated herein and made by reference a part hereof. Any travel to destinations outside of California, or travel costs exceeding \$1,000 must be approved in advance by the Chief Administrative Officer. Any deviation from Exhibit "A" shall be requested in advance by Contractor and shall be subject to approval by the Chief Administrative Officer.

C. **Limitation on Payment:** Payments made to Contractor by County hereunder shall be used exclusively for the performance of tasks as listed in Article I – Scope of Services, as set forth herein. Contractor expressly agrees that no funds paid by County hereunder shall be used directly or indirectly for any purpose or activity prohibited by law and shall be limited to those activities or operations authorized pursuant to Government Code Section 26100.

D. Minor modifications to line items in Exhibit "A" may be approved in writing by the County Contract Administrator, in the form of a letter or request from the Contractor, signed and accepted by the Contract Administrator. All such modifications shall be attached hereto and made a part of this Agreement. Modifications that increase the total Agreement amount or change the ratio of administrative cost to direct service cost may only be approved by the Board of Supervisor in the form of a written amendment to this Agreement.

The total amount of this Agreement shall not exceed \$125,000.00, inclusive of all expenses.

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.

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.

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.

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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.

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 ARTS COUNCIL
451 MAIN STREET, SUITE 6 (PHYSICAL)
P. O. BOX 2400 (MAILING)
PLACERVILLE, CA 95667
ATTN: DEB JENSES, PRESIDENT AND CEO

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.
- E. 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 XXIX

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 Office
Requesting Department

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates indicated below, the latest of which shall be deemed to be the effective date of this Agreement.

-- 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: _____

Deb Jensen
President and CEO
El Dorado Arts Council
"Contractor"

Exhibit "A"

DESCRIPTION EXPENDITURES	TOTAL	COUNTY \$	% COUNTY	OTHER
CATEGORY - SALARIES				
EXECUTIVE DIRECTOR (ED)	\$25,600	\$0	0%	\$25,600
PROGRAM ADMINISTRATOR (PA)	\$9,000	\$4,500	50%	\$4,500
HEALTH INSURANCE STIPENDS	\$4,800	\$0	0%	\$4,800
CATEGORY - CONTRACT LABOR - PROGRAM				
MARKETING DIRECTOR	\$36,000	\$27,000	75%	\$9,000
EVENT - TEMP/CONTRACT LABOR	\$5,600	\$4,000	71%	\$1,600
CATEGORY - OFFICE				
RENT	\$7,800	\$0	0%	\$7,800
UTILITIES	\$750	\$0	0%	\$750
POSTAGE	\$3,400	\$0	0%	\$3,400
PHONE/INTERNET	\$2,600	\$0	0%	\$2,600
INSURANCE	\$2,700	\$700	26%	\$2,000
OFFICE SUPPLIES	\$3,400	\$0	0%	\$3,400
TAX AUDIT/TAX PREP/BOOK KEEPING	\$4,725	\$0	0%	\$4,725
CATEGORY - EVENT PROGRAM EXPENSES				
EXECUTIVE DIRECTOR - PROGRAM EXPENSE	\$38,400	\$19,200	50%	\$19,200
PROGRAM ADMINISTRATOR - PROGRAM EXPENSE	\$27,000	\$20,000	74%	\$7,000
EVENING IN ART	\$29,000	\$5,000	17%	\$24,000
QUARTERLY MIXERS & MEMBERSHIP EVENTS	\$1,100	\$0	0%	\$1,100
ELDORADO ARTS COUNCIL PRESENTS!	\$11,000	\$3,000	27%	\$8,000
EL DORADO HILLS ART & WINE AFFAIRE	\$10,502	\$0	0%	\$10,502
COLOMA BLUES LIVE!	\$152,215	\$42,000	28%	\$110,215
AMERICAN RIVER MUSIC FESTIVAL	\$55,000	\$15,000	27%	\$40,000
* ART in the ORCHARD	\$15,000	\$5,000	33%	\$10,000
EVENT COLLABORATION EXPENSE	\$8,000	\$4,000	50%	\$4,000
CATEGORY - ON-GOING PROMOTIONAL EXPENSE				
TELEVISION PRODUCTION/DUBBING	\$850	\$0	0%	\$850
GRAPHICS	\$4,800	\$2,000	42%	\$2,800
GENERAL ADVERTISING-OTHER EVENTS	\$2,500	\$1,250	50%	\$1,250
PRINTING - PROMOTIONAL MATERIALS NEWSLETTER	\$3,300	\$0	0%	\$3,300
PRINTING/CREATIVE - MEMBERSHIP MATERIALS	\$2,000	\$1,000	50%	\$1,000
WEBSITE UPDATING & DEVELOPMENT	\$4,200	\$2,100	50%	\$2,100
VISITOR RACK CARD	\$1,200	\$1,200	100%	\$0
TOTAL PROGRAM EXPENSES	\$472,442	\$156,950	33%	\$315,492
REVENUES				
EVENING IN ART	\$30,000			
EL DORADO ARTS COUNCIL PRESENTS!	\$15,000			
EL DORADO HILLS ART & WINE AFFAIRE	\$12,000			
COLOMA BLUES LIVE!	\$192,000			
MEMBERSHIP	\$16,040			
GRANT INCOME	\$35,000			
EL DORADO COUNTY PROMOTIONS CONTRACT	\$156,950			
SPONSORS	\$60,000			
TOTAL REVENUE	\$516,990			
* Expected to break even in 2009				

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



COUNTY OF EL DORADO, CALIFORNIA
BOARD OF SUPERVISORS POLICY

Subject: TRAVEL	Policy Number D-1	Page Number: 1 of 14
	Date Adopted: 12/22/1987	Revised Date: 05/25/1999

BACKGROUND:

This policy applies to County officers and employees as well as members of boards and commissions required to travel in or out of county for the conduct of County business. This policy also provides for expenses of public employees from other jurisdictions when specifically referenced in policy provisions set forth below.

For ease of reference, the Travel Policy is presented in the following sections:

1. General Policy
2. Approvals Required
3. Travel Participants and Number
4. Mode of Transport
5. Reimbursement Rates
 - a. Maximum Rate Policy
 - b. Private Auto
 - c. Meals
 - d. Lodging
 - e. Other
6. Advance Payments
7. Compliance – Responsibility of Claimant
8. Procedures



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BOARD OF SUPERVISORS POLICY

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POLICY:

1. General Policy

- a. County officers and employees should not suffer any undue loss when required to travel on official County business, nor should said individuals gain any undue benefit from such travel.
- b. County officers or employees compelled to travel in the performance of their duties and in the service of the County shall be reimbursed for their actual and necessary expenses for transportation, parking, tolls, and other reasonable incidental costs, and shall be reimbursed within maximum rate limits established by the Board of Supervisors for lodging, meals, and private auto use. "Actual and necessary expenses" do not include alcoholic beverages.
- c. Travel arrangements should be as economical as practical considering the travel purpose, traveler, time frame available to accomplish the travel mission, available transportation and facilities, and time away from other duties.
- d. Employees must obtain prior authorization for travel, i.e., obtain approvals before incurring costs and before commencing travel.
- e. Receipts are required for reimbursement of lodging costs, registration fees, public transportation and for other expenses as specified, or as may be required by the County Auditor-Controller.



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- f. Requests for travel authorization and reimbursement shall be processed using forms specified by the County Auditor and Chief Administrative Office.
- g. The Chief Administrative Officer may, at his or her sole discretion, authorize an exception to requirements set forth in this Travel policy, based on extenuating circumstances presented by the appropriate, responsible department head. Any exception granted by the Chief Administrative Office is to be applied on a case-by-case basis and does not set precedent for future policy unless it has been formally adopted by the Board of Supervisors.

2. Approvals Required

- a. Department head approval is required for all travel except by members of the County Board of Supervisors. Department heads may delegate approval authority when such specific delegation is approved by the Chief Administrative Officer. However, it is the expectation of the Chief Administrative Officer that department heads take responsibility for review and approval of travel.
- b. Chief Administrative Office approval is required when travel involves any of the following:
 - (1) Transportation by common carrier (except BART), e.g., air, train, bus.
 - (2) Car rental.
 - (3) Out-of-county overnight travel.
 - (4) Members of boards or commissions, or non-county personnel.



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(5) Any exceptions required for provisions within this policy, e.g., travel requests not processed prior to travel, requests exceeding expense guidelines or maximums.

c. It remains the discretion of the Chief Administrative Officer as to whether or not costs of travel which were not authorized in advance will be reimbursed, and whether or not exceptional costs will be reimbursed.

3. Travel Participants and Number

a. Department heads and assistants should not attend the same out-of-county conference; however, where mitigating circumstances exist, travel requests should be simultaneously submitted to the Chief Administrative Office with a justification memorandum.

b. The number of travel participants for each out-of-county event, in most instances, should be limited to one or two staff members, and those individuals should be responsible for sharing information with other interested parties upon return.

c. If out-of-county travel involves training or meetings of such technical nature that broader representation would be in the best interest of the County, the department head may submit a memo explaining the situation to the Chief Administrative Office, attached to travel requests, requesting authorization for a group of travelers.

d. Board of Supervisors members shall be governed by the same policies governing County employees except for the following:



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- (1) A member of the Board of Supervisors requires NO specific authorization.
- (2) The following expenses incurred by a member of the Board of Supervisors constitute a County charge:
 - (a) Actual expenses for meetings and personal travel, necessarily incurred in the conduct of County Business. This includes but is not limited to mileage incurred while traveling to and from the Board members' residence and the location of the chambers of the Board of Supervisors while going to or returning from meetings of the Board of Supervisors.
- e. Non-County personnel travel expenses are not normally provided for since only costs incurred by and for county officers and employees on county business are reimbursable. However, reimbursement is allowable for county officers (elected officials and appointed department heads) and employees who have incurred expenses for non-county staff in the following circumstances.
 - (1) Meals for persons participating on a Human Resources interview panel when deemed appropriate by the Director of Human Resources.
 - (2) Conferences between County officials and consultants, experts, and public officials other than officers of El Dorado County, which are for



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the purpose of discussing important issues related to County business and policies.

- (3) Transportation expenses for a group of County officers and employees and their consultants, and experts on a field trip to gain information necessary to the conduct of County business.
- (4) Lodging expenses for non-county personnel are NOT reimbursable except when special circumstances are noted and approved in advance by the Chief Administrative Office. Otherwise, such expenses must be part of a service contract in order to be paid.

4. Mode of Transport

- a. Transportation shall be by the least expensive and/or most reasonable means available.
- b. Private auto reimbursement may be authorized by the department head for county business travel within county and out of county. Reimbursement shall not be authorized for commuting to and from the employee's residence and the employee's main assigned work site, unless required by an executed Memorandum of Understanding between the County and a representing labor organization, or one-time, special circumstances approved by a department head.
- c. Out of county travel by county vehicle or private vehicle may be authorized if the final destination of the trip does not exceed a four (4) hour driving distance from the County offices. Any exception to this policy must receive



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prior approval from the Chief Administrative Officer. If air travel would be more economical, but the employee prefers to drive even though travel by car would not be in the County's best interest, the County will reimburse transportation equal to the air travel; transportation costs over and above that amount, as well as any extra days of lodging and meals, etc., will be considered a personal, not reimbursable cost of the traveler.

- d. Common carrier travel must be in "Coach" class unless otherwise specifically authorized in advance by the Chief Administrative Officer. Generally, any costs over and above coach class shall be considered a personal, not reimbursable expense of the traveler.

- (1) Rental cars may be used as part of a trip using public transportation if use of a rental car provides the most economical and practical means of travel. The use of a rental car must be noted on the Travel Authorization in advance and authorized by the Department Head and Chief Administrative Officer. Justification for the use of the rental car must accompany that request. Rental car costs will not be reimbursed without prior authorization except in the case of emergencies. Exceptions may be granted at the sole discretion of the Chief Administrative Officer or designated CAO staff.

5. Reimbursement Rates

- a. Maximum rates for reimbursement may not be exceeded unless due to special circumstances documented by the department head and approved by the Chief Administrative Officer. The amount of any reimbursement



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above the maximum shall be at the sole discretion of the Chief Administrative Officer.

b. Private Auto

Travel by private auto in the performance of "official County business" shall be reimbursed at the Federal rate as determined by the Internal Revenue Service.

Mileage for travel shall be computed from the employee's designated work place. If travel begins from the employee's residence, mileage shall be calculated from the residence or work place, whichever is less. (For example, an employee who lives in Cameron Park and drives to a meeting in Sacramento, leaving from the residence will be paid for mileage from the residence to Sacramento and back to the residence.)

The mileage reimbursement rate represents full reimbursement, excluding snow chain installation and removal fee, for expenses incurred by a County officer or employee (e.g., fuel, normal wear and tear, insurance, etc.) during the use of a personal vehicle in the course of service to El Dorado County.

c. Meals

Actual meal expenses, within maximum allowable rates set forth below, may be reimbursed routinely out-of-county travel, and for in-county overnight travel. Meals will not be provided for in-county travel or meetings which do not involve overnight lodging, unless special circumstances are involved such as the following:



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- (1) When meals are approved as part of a program for special training sessions, conferences, and workshops;
- (2) when employees traveling from the western slope of the county to Lake Tahoe and vice-versa are required to spend the entire work day at that location;
- (3) when the Director of Human Resources deems it appropriate to provide meals to a Human Resources interview panel;
- (4) when Senior Managers and/or Executives of El Dorado County or the El Dorado County Water Agency meet with executives of other governmental agencies, community organizations, or private companies in a breakfast, lunch or dinner setting in order to conduct County business. While such meetings are discouraged unless absolutely necessary to the efficient conduct of County or Water Agency business, such expenses for County managers require approval by the Chief Administrative Officer.

Actual costs of meals may be reimbursed up to a total of \$40 per day without regard to how much is spent on individual meals (e.g., breakfast, lunch, dinner, snacks), and without receipts. If an employee is on travel status for less than a full day, costs may be reimbursed for individual meals within the rates shown below.

Breakfasts may be reimbursed only if an employee's travel consists of at least 2 hours in duration before an employee's regular work hours. Dinner



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may be reimbursed if travel consists of at least 2 hours in duration after an employee's regular work hours.

Maximum Allowable Meal Reimbursement

Breakfast	\$8.00
Lunch	\$12.00
Dinner	\$20.00
Total for full day	\$40.00/day

d. Lodging

- (1) Lodging within county may be authorized by a department head if assigned activities require an employee to spend one or more nights in an area of the county which is distant from their place of residence (e.g., western slope employee assigned to 2-day activity in South Lake Tahoe).
- (2) Lodging may be reimbursed up to \$125 per night, plus tax, single occupancy. The Chief Administrative Office may approve extraordinary costs above these limits on a case by case basis when the responsible department head and Chief Administrative Office determine that higher cost is unavoidable, or is in the best interest of the County.
- (3) Single rates shall prevail except when the room is occupied by more than one County employee. However, nothing in this policy shall be construed to require employees to share sleeping accommodations



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while traveling on County business. In all travel, employees are expected to secure overnight accommodations as economically as possible and practical.

- (4) Lodging arrangements should be made, whenever possible and practicable, at hotels/motels which offer a government discount, will waive charges to counties for Transient Occupancy Tax, or at which the County has established an account. When staying at such a facility, the name of the employee and the department must appear on the receipt of the hotel/motel bill.

e. Other Expenses

All other reasonable and necessary expenses (i.e., parking, shuttle, taxi, etc.) will be reimbursed at cost if a receipt is submitted with the claim. Receipts are required except for those charges where receipts are not customarily issued, for example, bridge tolls and snow chain installation and removal fees. When specific cost guidelines are not provided by the county, reasonableness of the expense shall be considered by the department head and Chief Administrative Officer before deciding whether to approve.

Reasonable costs for snow chain installation and removal may be claimed and reimbursed. The purchase cost of snow chains would not be an allowable charge against the county.

6. Advance Payments



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The Auditor may provide advance funds for estimated "out of pocket" expenses up to seventy-five percent (75%), but no less than \$50.00. The "out of pocket" expenses may include meals, taxi and public transportation, lodging, parking, and pre-registration costs.

7. Compliance - Claimant Responsibility

It is the responsibility of the claimant to understand and follow all policies and procedures herein in order to receive reimbursement for mileage, travel and expense claims. Any form completed improperly or procedure not followed may result in the return of a claim without reimbursement.

8. Procedures:

- a. Authorization to incur expenses must be obtained as set forth in this County policy, and as may be directed by the department.
- b. Requests for advance funds for anticipated travel expenses itemized on the Travel Authorization Request form are obtained by indicating this need on that form prior to processing the request.
- c. Forms which require Chief Administrative Office approval should be submitted to the Chief Administrative Office, after department head approval, at least 7 to 10 days prior to travel to allow time for processing through County Administration and Auditor's Department.
- d. Cancellation of travel, requires that any advanced funds be returned to the Auditor Controller's office within five (5) working days of the scheduled



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departure date. If the advance is not returned within this time frame, the employee could jeopardize their standing to receive advances in the future.

- e. Travel Claims are due to the Auditor within 30 days after completion of travel. Personal Mileage and Expense Claims are due to the Auditor within 15 days after the end of each calendar month. The due date may be extended if deemed appropriate by the County Auditor. Claims must itemize expenses as indicated on claim forms, and must be processed with receipts attached.
- f. Reimbursements will be provided expeditiously by the County Auditor upon receipt of properly completed claim forms. The Auditor's Office shall promptly review claims to determine completeness, and if found incomplete, will return the request to the claimant noting the areas of deficiency.
- g. Personal Mileage and Expense Claim forms should be completed for each calendar month, one month per claim form. These monthly claims are due to the Auditor within 15 days following the month end; however, the deadline may be extended if deemed appropriate by the County Auditor. If monthly amounts to be claimed are too small to warrant processing at the end of a month (i.e., if cost of processing would exceed the amount being claimed), the claims for an individual may be accumulated and processed in a batch when a reasonable claim amount has accrued. In any event, such claims shall be made and submitted to the County Auditor for accounting and payment within the same fiscal year as the expense was incurred.
- h. Expense Claim Form



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For the purpose of travel and meeting expenses, the claim form is to be used for payments to vendors. The employee must obtain Department Head approval and submit the claim to the Auditor's Office within sixty (60) days of the incurred expense.