

**Funding Agreement  
Between  
County of El Dorado and Coloma Lotus Business  
Council**

**Funding Agreement #8687**

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 Coloma Lotus Business Council, a non-profit mutual benefit corporation duly qualified to conduct business in the State of California, whose principal place of business is 835 Lotus Road, Coloma, CA 95613, and whose mailing address is Post Office Box 157, Coloma, California 95613 (hereinafter referred to as "Grantee").

**R E C I T A L S**

**WHEREAS**, Grantee is a non-profit organization that operates in the County of El Dorado in support of their mission to increase visitation to the Coloma and Lotus river-valley; and

**WHEREAS**, Grantee's primary objective is to update their websites: Coloma.com and TheAmericanRiver.com. Grantee shall modernize these two (2) websites along with other digital assets to boost overnight stays and off-season visits to local businesses;

**WHEREAS**, Grantee has requested funding to support modernization of the Coloma.com and TheAmericanRiver.com websites;

**WHEREAS**, the Board of Supervisors of the County of El Dorado has determined that a public benefit is derived from supporting this effort to authorize funding to increase local business exposure, knowledge of County recreational opportunities, and positive fiscal impacts for local businesses and the County.

**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 modernization of the Coloma.com and TheAmericanRiver.com websites, 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 herein.

It is understood that funding provided by County is not intended to fully fund the services and deliverables described in Exhibit A. Grantee is responsible for securing other sources of funding necessary to fully fund and deliver the services and deliverables described in Exhibit A. 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.

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.

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 modernization of the Coloma.com and TheAmericanRiver.com websites, 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 Event.

## **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  
Deputy Director of  
Economic Development

With a copy to:

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

Attn.: Michele Weimer  
Procurement and Contracts Manager

or to such other location as County directs.

Notices to Grantee shall be addressed as follows:

Coloma Lotus Business Council  
Post Office Box 157  
Coloma, California 95613

Attn.: Howard Penn, Chief Executive Officer

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, Deputy Director of Economic Development, Planning and Building Department, or successor or designee.

#### **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: \_\_\_\_\_

Dated: \_\_\_\_\_

Board of Supervisors  
"County"

Attest:  
Kim Dawson  
Clerk of the Board of Supervisors

By: \_\_\_\_\_  
Deputy Clerk

Dated: \_\_\_\_\_

**-- COLOMA LOTUS BUSINESS COUNCIL --**

By: Howard Penn  
[Howard Penn \(Jun 5, 2024 16:51 PDT\)](#)  
Howard Penn  
Chief Executive Officer  
"Grantee"

Dated: 06/05/2024

# **Coloma Lotus Business Council**

## **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**

The primary objective of Grantee's Scope of Work is to increase visitation to the Coloma and Lotus river-valley (Valley) by updating their websites: Coloma.com and TheAmericanRiver.com. Grantee shall modernize these two (2) websites along with other digital assets to boost overnight stays and off-season visits to local businesses.

#### **Website Development**

Grantee shall update current visitor-focused websites to incorporate social media pages and new content to drive visitors to local businesses throughout the year. Grantee shall:

- A. Conduct a thorough review and update of search engine optimization (SEO) strategies across all digital assets to improve visibility and ranking on search engine results pages.
- B. Analyze and enhance the user interface and user experience of both websites to streamline navigation and improve overall efficiency of site deployment.
- C. Optimize and re-purpose existing content to align with current best practices for website accessibility.
- D. Create new content, including videos, photos, and copy, to ensure relevance, accuracy, and alignment with current best practices for website deployment.
- E. Document content upgrades of the digital assets.
- F. Explore opportunities to integrate earned media and collaborate with external promotional partners to amplify visibility and attract a wider audience.
- G. Develop digital marketing partnerships with local business partners.
- H. Direct incoming traffic to overnight lodging pages.
- I. Measure and track clickthrough rates to business partner links.
- J. Track and analyze pageviews and clickthrough rates of target audiences for special events and lodging.

## **Deliverables**

- Updated websites for Coloma.com and TheAmericanRiver.com
- Improved SEO ranking shall increase annual page view and pages visits five percent (5%) to ten percent (10%)
- Updated user interfaces for Coloma.com and TheAmericanRiver.com
- Increase in session durations and clickthrough rates.
- Development of an optimized digital content library (copy, photos, and videos)
- Increased page visits to local business partners
- An annual report, in electronic format, on outgoing clickthrough rates
- Increase in attendance to special events.
- Increase in overnight stays.

## **Funding Utilization**

The allocated funds shall be used to hire a project coordinator responsible for overseeing the deployment and development of the website and digital assets. Additional expenses may include photography, videography, and copywriting, although efforts shall be made to leverage volunteer and donated resources wherever possible. Given the limited budget, one hundred percent (100%) of the funds shall be directed towards optimizing websites, with no allocation for digital advertising or marketing initiatives.



# Coloma Lotus Business Council

## 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 ☒ 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 ☒ 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.

06/05/2024

Date  
Coloma Lotus Business Council

Organization Name

Coloma Lotus Business Council

Howard Penn

Howard Penn (Jun 5, 2024 16:51 PDT)

Signature of authorized individual

Howard Penn

Name of authorized individual

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Exhibit B