

MEMORANDUM OF UNDERSTANDING

Between

COUNTY OF EL DORADO and

EL DORADO COUNTY CHAMBER OF COMMERCE

This Memorandum of Understanding ("MOU") is made and entered into by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as the "County"), and the El Dorado County Chamber of Commerce, a non-profit corporation duly qualified to conduct business in the State of California, whose mailing address is 542 Main Street, Placerville, California 95667 (hereinafter referred to as the "Chamber"). The entities listed above may collectively be referred to as the "Parties" to this MOU.

- I. **PURPOSE.** this MOU is to establish a collaborative framework whereby the Chamber shall provide Film Officer Services in support of commercial film, print, or digital media production activities within El Dorado County.
- II. **TERM.** This MOU shall become effective when fully executed by the Parties hereto and shall expire one (1) year thereafter.
- III. **PAYMENT.** County agrees to submit payment to the Chamber in equal quarterly installments of \$37,687.50 each in advance of services for the quarter. The first Quarter 1 payment shall be made within thirty (30) days following the execution of this MOU. Subsequent payments shall be made in accordance with the following schedule until termination of the MOU:
 - **Quarter 1:** Within thirty (30) days following execution of this MOU
 - **Quarter 2:** No later than October 1, 2025
 - **Quarter 3:** No later than January 1, 2026
 - **Quarter 4:** No later than April 1, 2026

The total amount of this MOU shall not exceed \$150,750, inclusive of all costs, taxes, and expenses.

- IV. **SHARED OBLIGATIONS.** To ensure effective coordination and administration of film-related activities within El Dorado County, County, the Chamber, and the Film Officer agree to jointly fulfill certain responsibilities. These shared obligations are intended to support transparency, promote efficiency, and maintain a consistent framework for permitting, fee management, and administrative oversight. Collaborative responsibilities under this MOU shall include, at a minimum, the following:

- Develop and maintain a fee schedule that may include, at a minimum:
 - Application review fees (County review)
 - Location fees (for productions utilizing County roads, land, or facilities)
 - Rider fees
 - Cancellation fees
 - Other fees as determined appropriate
 - A sliding scale structure based on the size and/or duration of the production
 - Coordinate review and approval processes associated with film permits and related fees.
- Ensure transparent and timely communication regarding fee schedules, collections, and necessary updates.
- Collaborate on administrative oversight and management to support efficient Film Commission activities.
- Conduct an annual joint review of the Film Program's operations, fee schedule, and outcomes to assess effectiveness and identify areas for improvement.
- Coordinate marketing and outreach efforts to maintain consistent messaging, branding, and promotion of El Dorado County as a film-friendly destination.
- Work in good faith to resolve any disputes or operational challenges related to the implementation of this MOU.
- Ensure all jointly administered responsibilities comply with applicable local, state, and federal laws, as well as County policies.

V. OBLIGATIONS OF COUNTY. County agrees to support the Chamber and the implementation of this MOU by providing coordination, administrative support, and oversight as outlined below. These obligations are intended to facilitate filming activities within El Dorado County while ensuring compliance with applicable policies and maintaining public safety. County's responsibilities under this MOU shall include, at a minimum, the following:

- Ensure timely payment of quarterly installments in accordance with Section III. PAYMENT.
- Assist the Chamber's Film Officer (Film Officer) as needed to facilitate the use of El Dorado County roads and facilities and coordinate County department reviews and approvals, as applicable.
- Administer the collection and receipt of County film permit fees.
- Generate quarterly and annual reports on film permit revenue collected in accordance with Section VIII. REPORTING REQUIREMENTS.
- In collaboration with the Film Officer, coordinate inspections of film sets to ensure minimum life safety standards are met. Building permits will not be required for temporary on-set structures.

VI. OBLIGATIONS OF THE CHAMBER. The Chamber shall administer and support the operations of the Film Officer in accordance with the terms of this MOU. The Chamber shall serve as the fiscal and administrative agent for Film Officer activities,

and shall ensure appropriate coordination, staffing, and use of County-provided funds. The Chamber's responsibilities under this MOU shall include, at a minimum, the following:

- Coordinate with the County's Director of Planning and Building Department to designate an individual to serve as the Film Officer.
- Accept quarterly installments from County for the purpose of supporting Film Commission activities.
- Use quarterly installments exclusively for eligible costs, including the Film Officer's salary and benefits, Film Office marketing and promotions, administrative overhead (not to exceed fifteen percent [15%]), payroll taxes, workers' compensation, and administrative payroll expenses.
- Assume full responsibility for payment of the Film Officer's salary, as well as the management of related services and activities. The Film Officer shall not receive, nor be eligible for, any benefits County provides for its employees including workers' compensation. County is not responsible for withholding taxes of any kind from any payments. The Film Officer shall not be subject to the work schedules or vacation periods that apply to County employees.
- Provide County with quarterly and annual reports as detailed in Section VIII. REPORTING REQUIREMENTS.

It is understood that collaborative services under this MOU shall be prepared in and with cooperation from County and its staff. This MOU does not create an exclusive relationship between County and Chamber or Film Officer, and both may perform similar work or services for others. However, Chamber or Film Officer shall not enter into any agreement with any other party, or provide any information in any manner to any other party, that would conflict with responsibilities or hinder performance under this MOU.

VII. OBLIGATIONS OF THE FILM OFFICER. The Film Officer, as appointed in coordination with County and the Chamber, shall serve as the primary liaison for all film-related activities within El Dorado County. The Film Officer shall be responsible for ensuring compliance with applicable state and local regulations, streamlining permitting processes, and promoting filming activity in a manner that supports community interests and economic development. The responsibilities of the Film Officer under this MOU shall include, at a minimum, the following:

- Comply with all requirements set forth in the County's Filming Ordinance.
- Coordinate with County to establish film permit turnaround timelines consistent with industry standards.
- Coordinate with other non-County agencies as needed to facilitate film activities and ensure that all applicable fees are paid in accordance with each agency's requirements.
- Assist in developing a standardized film permit application; submit any updates to the application to County for review prior to implementation.

- Assist in developing a standardized insurance form and ensure that adequate insurance coverage is maintained for the duration of any production impacting County-owned roads and/or facilities.
- Notify County at least twenty-four (24) hours in advance of any road closures, use of special effects involving pyrotechnics or loud noises, or other activities that may impact or affect the public.
- Actively encourage and refer film production crews to utilize El Dorado County businesses, hotels, vacation home rentals, services, and recreational opportunities.
- Provide film production companies with County logo in a standardized format to use in acknowledging filming locations; ensure the logo is also appropriately used on materials developed for Film Office.
- The parties intend that an independent contractor relationship will be created by this contract. Film Officer shall be wholly responsible for the manner of performance of services under this MOU and shall have no authority to bind County or incur any obligations on behalf of County.

VIII. REPORTING REQUIREMENTS. To promote transparency, accountability, and informed decision-making, County and the Chamber shall provide regular reports related to film activities and financial management under this MOU. These reporting requirements shall ensure all Parties remain informed on progress and outcomes, facilitating effective collaboration.

A. Chamber Reporting Requirements

The Chamber shall submit the following reports to County:

1. Quarterly Activity Reports

Reports shall be submitted on a quarterly basis and shall detail all film, print, digital media, or other production-related projects that occurred during that reporting period. Each report shall include, at a minimum, the following information for each project:

- Project name
- Project type
- Month of activity
- Level of production (low/medium/high)
- Number of production days
- Rate per day
- Estimated overnight stays and location

2. Annual Activity Reports

An annual report shall be submitted at the end of each calendar year, capturing the same categories of information as outlined in the quarterly reports, covering all activity for the entire calendar year.

3. Annual Financial Report

An annual financial report detailing the allocation and expenditure of all funds received pursuant to this MOU. This report shall itemize all program-

related expenditures and include sufficient documentation to support the reported use of funds.

B. County Reporting Requirements

The County shall submit the following reports to the Chamber:

1. Quarterly Film Permit Revenue Report

A report generated on a quarterly basis summarizing film permit revenue collected during the applicable reporting period.

2. Annual Film Permit Revenue Report

A report generated on an annual basis summarizing the total film permit revenue collected for the full calendar year.

IX. MODIFICATIONS. This MOU 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.

X. MOU ADMINISTRATOR. The County Officer or employee with responsibility for administering this Agreement is Karen L. Garner, Director, Planning and Building, or successor.

XI. Electronic Signatures. Each Party agrees that the electronic signatures, whether digital or encrypted, of the Parties included in this MOU, 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 (Cal. Civ. Code §§ 1633.1 to 1633.17) as amended from time to time.

XII. TERMINATION. This MOU may be terminated by either Party with thirty (30) days written notice prior to effective date of termination. Upon termination, the Chamber shall provide a final accounting of funds received and expended.

IN WITNESS WHEREOF, the Parties hereto have executed this MOU as of the last date indicated below:

-- COUNTY OF EL DORADO --

By: _____
Board of Supervisors
"County"

Dated: _____

Attest:
Kim Dawson
Clerk of the Board of Supervisors

By: _____
Deputy Clerk

Dated: _____

-- EL DORADO COUNTY CHAMBER OF COMMERCE --

By: *Laurel Brent Bumb*
Laurel Brent Bumb (Aug 4, 2025 10:41:44 PDT)
Laurel Mary Brent-Bumb
Chief Executive Officer
"Chamber"

Dated: 08/04/2025

By: *Adam Leland Anderson*
Adam Leland Anderson (Aug 6, 2025 09:10:34 PDT)
Adam Anderson
Chief Financial Officer

Dated: 08/06/2025