

# ORIGINAL

## El Dorado County Chamber of Commerce Film Commission

### Funding Agreement #5736

**THIS AGREEMENT**, made and entered into 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, Film Commission, a non-profit organization duly qualified to conduct business in the State of California whose mailing address is 542 Main Street, Placerville, California 95667 (hereinafter referred to as "Recipient").

### RECITALS

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

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

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

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

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

#### ARTICLE I

**Scope of Work:** Recipient is engaged in the business of doing the services and tasks required under this Agreement, including those services and tasks that are identified in Exhibit A, marked "Scope of Work," incorporated herein and made by reference a part hereof, and those services and tasks that are reasonably necessary for the completion of the work identified in the Scope of Work.

Recipient agrees to furnish, at Recipient's own cost and expense, all personnel, equipment, materials, and services necessary to perform the services and tasks required under this Agreement, including those services and tasks that are identified in Exhibit A, and those services and tasks that are reasonably necessary for the completion of the work identified in the Scope of Work. It is understood that funding provided by County is not intended to fully fund the services and deliverables described in Exhibit A. Recipient is responsible for securing other sources of funding necessary to fully fund and deliver the services and deliverables described in Exhibit A.

Deliverables shall be submitted via electronic file and Recipient shall produce the file using Microsoft (MS) Office 2010 applications (specifically, MS Word 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 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. Failure to submit the required deliverables in the format required shall be grounds for termination of the Agreement, as provided in ARTICLE XIII, Default, Termination, and Cancellation, herein.

Recipient shall perform the services and tasks required under this Agreement in a safe, professional, skillful, and workmanlike manner. Recipient is responsible for ensuring that its employees perform the services and tasks required under this Agreement accordingly.

**ARTICLE II**

**Term:** This Agreement shall become effective when fully executed by the parties hereto and shall cover the period of July 1, 2021 through June 30, 2023.

**ARTICLE III**

**Payment and Use of Funds:** County agrees to pay Recipient in equal installments of \$37,687.50 each in accordance with the following schedule:

Fiscal Year 2021-22:

- Installment 1: Within thirty (30) days of execution of this Agreement
- Installment 2: Not later than November 1, 2021
- Installment 3: Not later than February 1, 2022
- Installment 4: Not later than May 1, 2022

Fiscal Year 2022-23:

- Installment 1: Not later than August 1, 2022
- Installment 2: Not later than November 1, 2022
- Installment 3: Not later than February 1, 2023
- Installment 4: Not later than May 1, 2023

Funding shall be used solely for the purposes described in Exhibit A. Recipient expressly agrees that any funds paid by County under this Agreement shall not be used, directly or indirectly, for any other purposes, without prior written approval from County.

The total amount of this Agreement shall not exceed \$301,500.

**ARTICLE IV**

**Reports Required:** Recipient shall submit a written Annual Report to County's Contract Administrator no later than September 1<sup>st</sup> for each previous contract year. The Annual Report shall include a narrative summary of the activities and deliverables identified in Exhibit

A, as well as an analysis demonstrating the return on investment (ROI) of the funding provided under this Agreement.

Recipient shall maintain records, books, documents, and other evidence 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.

Recipient'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.

The provisions of this ARTICLE IV, Reports Required, shall survive termination of this Agreement.

#### **ARTICLE V**

**Recognition of County:** Recipient agrees to credit County for the funding on all printed or internet materials generated for the Scope of Work during the term of the Agreement by using County seal and text ("Funded [in part] by El Dorado County's Economic Development Program") unless otherwise requested or agreed upon with County. Electronic versions of print and web-ready logo will be provided upon request. If there are no printed materials, credit to County is to be announced by Recipient verbally at the event or program.

#### **ARTICLE VI**

**Local Sourcing:** Recipient shall make every reasonable effort to secure and/or purchase materials, supplies, and labor from local businesses and the local labor pool. For purposes of this Agreement, a local business is one that maintains a current business license from the Treasurer Tax Collector of El Dorado County.

#### **ARTICLE VII**

**Political Activity:** Pursuant to California Government Code §54964, §54964.5, and §54964.6, Recipient 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 VIII**

**Taxes:** Recipient certifies that as of today's date, it is not in default on any unsecured property taxes or other taxes or fees owed by Recipient to County. Recipient agrees that it shall not default on any obligations to County during the term of this Agreement.

#### **ARTICLE IX**

**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 X**

**Assignment:** This Agreement is not assignable by Recipient in whole or in part without the express written consent of County.

**ARTICLE XI**

**Fiscal Considerations:** The parties to this Agreement recognize and acknowledge that County is a political subdivision of the State of California. As such, 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 County, this Agreement may be deemed to be canceled in its entirety subject to payment for services performed prior to cancellation.

**ARTICLE XII**

**Audit by California State Auditor:** Recipient 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 California Government Code § 8546.7. In order to facilitate these potential examinations and audits, Recipient shall maintain, for a period of at least three (3) years, or for any longer period required by law, after final payment under the Agreement, all books, records, and documentation necessary to demonstrate performance under the Agreement.

**ARTICLE XIII**

**Default, Termination, and Cancellation:**

- A. Termination by Default: If either party becomes aware of an event of default, that party shall give written notice of said default to the party in default that shall state the following:
  - 1. The alleged default and the applicable Agreement provision.
  - 2. That the party in default has ten (10) days upon receiving the notice to cure the default (Time to Cure).



If the party in default does not cure the default within ten (10) days of the Time to Cure, then such party shall be in default and the party giving notice may terminate the Agreement by issuing a Notice of Termination. The party giving notice may extend the Time to Cure at their discretion. 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 in which the extension of Time to Cure expires.

1. If County terminates this Agreement, in whole or in part, for default: County reserves the right to procure the goods or services, or both, similar to those terminated, from other sources and Recipient shall be liable to County for any excess costs for those goods or services. County may deduct from any payment due, or that may thereafter become due to Recipient, the excess costs to procure from an alternate source.
2. County shall pay Recipient the sum due to Recipient under this Agreement prior to termination, unless the cost of completion to County exceeds the funds remaining in the Agreement. In which case the overage shall be deducted from any sum due Recipient under this Agreement and the balance, if any, shall be paid to Recipient upon demand.
3. County may require Recipient to transfer title and deliver to County any completed work under the Agreement.

The following shall be events of default under this Agreement:

1. Failure by either party to perform in a timely and satisfactory manner any or all of its obligations under this Agreement.
  2. A representation or warranty made by Recipient in this Agreement proves to have been false or misleading in any respect.
  3. Recipient fails to observe and perform any covenant, condition or agreement on its part to be observed or performed under this Agreement, unless County agrees, in writing, to an extension of the time to perform before that time period expires.
  4. A violation of ARTICLE XXII, Conflict of Interest.
- B. Bankruptcy: County may terminate this Agreement immediately in the case of bankruptcy, voluntary or involuntary, or insolvency of Recipient.
- C. Ceasing Performance: County may terminate this Agreement immediately in the event Recipient 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, for convenience upon thirty (30) calendar days' written Notice of Termination. If such termination is effected, County will pay for satisfactory services rendered before the effective date of termination, as set forth in the Notice of Termination provided to Recipient, and for any other services that County agrees, in writing, to be

necessary for contract resolution. In no event, however, shall County be obligated to pay more than the total amount of the Agreement. Upon receipt of a Notice of Termination, Recipient 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 XIV**

**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:

To County:

With a copy to:

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

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

Attn.: Kyle Zimbelman  
Economic and Business Relations  
Manager

Attn.: Michele Weimer  
Procurement and Contracts Manager

Notices to Recipient shall be addressed as follows:

El Dorado County Chamber Of Commerce  
Film Commission  
542 Main Street  
Placerville, California 95667

Attn: Laurel Brent-Bumb, Chief Executive Officer

or to such other location as Recipient directs.

**ARTICLE XV**

**Change of Address:** In the event of a change in address for Recipient's principal place of business, Recipient shall notify County in writing pursuant to the provisions contained in this Agreement under the ARTICLE XIV, Notice to Parties. Said notice shall become part of this Agreement upon acknowledgment in writing by the County Contract Administrator, and no further amendment of the Agreement shall be necessary provided that such change of address does not conflict with any other provisions of this Agreement.

**ARTICLE XVI**

**Indemnity:** To the fullest extent permitted by law, Recipient 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 Recipient 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. This duty of Recipient to indemnify and save County harmless includes the duties to defend set forth in California Civil Code Section 2778.

#### **ARTICLE XVII**

**Insurance:** Recipient shall provide proof of a policy of insurance satisfactory to County's Risk Management Division and documentation evidencing that Recipient maintains insurance that meets the following requirements:

- A. Full Workers' Compensation and Employers' Liability Insurance covering all employees of Recipient as required by law in the State of California.
- B. Commercial General Liability Insurance of not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage and a \$2,000,000 aggregate limit.
- C. Automobile Liability Insurance of not less than \$1,000,000 is required in the event motor vehicles are used by Recipient in performance of the Agreement.
- D. In the event Recipient is a licensed professional or professional Recipient and is performing professional services under this Agreement, Professional Liability Insurance is required with a limit of liability of not less than \$1,000,000.
- E. Recipient shall furnish a certificate of insurance satisfactory to County's Risk Management Division as evidence that the insurance required above is being maintained.
- F. The insurance will be issued by an insurance company acceptable to County's Risk Management Division or be provided through partial or total self-insurance likewise acceptable to the Risk Management Division.
- G. Recipient agrees that the insurance required herein 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, Recipient 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 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 Recipient agrees that no work or services shall be performed prior to the giving of such approval. In the event Recipient 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, on an additional insured endorsement, but only insofar as the operations under this Agreement are concerned. This provision shall apply to the general liability policy.
- I. Recipient's insurance coverage shall be primary insurance in respect to County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by County, its officers, officials, employees, or volunteers shall be in excess of Recipient's insurance and shall not contribute with it.
- J. Any deductibles or self-insured retentions must be declared to and approved by County. At the option of County, either: The insurer shall reduce or eliminate such deductibles or self-insured retentions in respect to County, its officers, officials, employees, and volunteers; or Recipient 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 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. Recipient's obligations shall not be limited by the foregoing insurance requirements and shall survive the expiration of this Agreement.
- N. In the event Recipient cannot provide an occurrence policy, Recipient 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. The certificate of insurance shall meet such additional standards as may be determined by the contracting County department, either independently or in consultation with County's Risk Management Division as essential for protection of County.

#### **ARTICLE XVIII**

**Force Majeure:** Neither party will be liable for any delay, failure to perform, or omission under this Agreement that is due to any cause that it is beyond its control, not due to its own negligence, and cannot be overcome by the exercise of due diligence. In that event, the affected party will:



1. Promptly give written notice to the other of the fact that it is unable to so perform and the cause(s) that is beyond its control.
2. Once the cause(s) has ceased, provide written notice to the other party and immediately resume its performance under this Agreement.

For purposes of this Article, "cause that is beyond its control" includes labor disturbances, riots, fires, earthquakes, floods, storms, lightning, epidemics, war, disorders, hostilities, expropriation or confiscation of properties, failure of and delays by carriers, interference by civil or military authorities, whether legal or de facto, and whether purporting to act under some constitution, decree, or law, or otherwise, or acts of God.

#### **ARTICLE XIX**

**Waiver:** No failure on the part of the parties to exercise any rights under this Agreement, and no course of dealing with respect to any right hereunder, shall operate as a waiver of that right, nor shall any single or partial exercise of any right preclude the exercise of any other right. The remedies herein provided are cumulative and are not exclusive of any other remedies provided by law.

#### **ARTICLE XX**

**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 Recipient 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 XXI**

**Interest of Recipient:** Recipient covenants that it 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. Recipient further covenants that in the performance of this Agreement no person having any such interest shall be employed by Recipient.

#### **ARTICLE XXII**

**Conflict of Interest:** The parties to this Agreement have read and are aware of the provisions of Government Code Section 1090 et seq. and the Political Reform Act of 1974 (Section 87100 et seq.), relating to conflict of interest of public officers and employees. Individuals who are working for Recipient and performing work for County and who are considered to be Recipient within the meaning of Title 2, California Code of Regulations, Section 18700.3, as it now reads or may thereafter be amended, are required to file a statement of economic interest in accordance with County's Conflict of Interest Code. County's Contract Administrator shall at the time this Agreement is executed make an initial determination whether or not the individuals who will provide services or perform work pursuant to this Agreement are Recipients within the meaning of the Political Reform Act and

County's Conflict of Interest Code. Statements of economic interests are public records subject to disclosure under the California Public Records Act.

### **ARTICLE XXIII**

#### **Nondiscrimination:**

- A. In completing the scope of work, employing personnel, or in any other respect to this Agreement, Recipient shall comply with all applicable nondiscrimination statutes and regulations during the performance of this Agreement including but not limited to the following: Recipient and its employees and representatives shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, mental disability, medical condition, genetic information, military or veteran status, marital status, age, gender, gender identity, gender expression, sexual orientation, or sex; Recipient shall, unless exempt, comply with the applicable provisions of the Fair Employment and Housing Act (Government Code, Sections 12900 et seq.) and applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Sections 7285.0 et seq.); the applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990, set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations incorporated into this Agreement by reference and made a part hereof as if set forth in full; and Title VI of the Civil Rights Act of 1964, as amended. Recipient and its employees and representatives shall give written notice of their obligations under this clause as required by law.
- B. Where applicable, Recipient shall include these nondiscrimination and compliance provisions in any of its agreements that affect or are related to the services performed herein.
- C. Recipient's signature executing this Agreement shall provide any certifications necessary under the federal laws, the laws of the State of California, including but not limited to Government Code Sections 12990 and Title 2, California Code of Regulations, Section 11102.

### **ARTICLE XXIV**

**County Business License:** County's Business License Ordinance provides that 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 Ordinance Code Section 5.08.070. Recipient warrants and represents that it shall comply with all of the requirements of County's Business License Ordinance, where applicable, prior to beginning work under this Agreement and at all times during the term of this Agreement.

### **ARTICLE XXV**

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

#### **ARTICLE XXVI**

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

#### **ARTICLE XXVII**

**California Forum and Law:** 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 XXVIII**

**No Third Party Beneficiaries:** Nothing in this Agreement is intended, nor will be deemed, to confer rights or remedies upon any person or legal entity not a party to this agreement.

#### **ARTICLE XXIX**

**No Joint Venture:** This Agreement shall not create a joint venture, partnership or any other relationship of association between the County and Recipient.

#### **ARTICLE XXX**

**No Grant of Agency:** Except as the parties may specify in writing, neither party shall have authority, express or implied, to act on behalf of the other party in any capacity whatsoever as an agent. Neither party shall have any authority, express or implied, pursuant to this Agreement, to bind the other party to any obligation whatsoever.

#### **ARTICLE XXXI**

**Compliance with Laws, Rules and Regulations:** Recipient shall, at all times while this Agreement is in effect, comply with all applicable laws, ordinances, statutes, rules, and regulations governing its conduct.

#### **ARTICLE XXXII**

**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 XXXIII**

**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: 6/29/21

Board of Supervisors  
"County"

Attest:  
Kim Dawson  
Clerk of the Board of Supervisors

By:   
Deputy Clerk

Dated: 6/29/21

-- EL DORADO COUNTY CHAMBER OF COMMERCE  
FILM COMMISSION --

By:   
Laurel Brent Bumb (Jun 14, 2021 10:21 PDT)  
Laurel Brent-Bumb  
Chief Executive Officer  
"Recipient"

Dated: 06/14/2021

By:   
Gordon Helm (Jun 15, 2021 17:00 PDT)  
Gordon Helm  
Corporate Secretary

Dated: 06/15/2021

**El Dorado County Chamber of Commerce Film Commission**

**Exhibit A**

**Scope of Work**

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

<b>Activity:</b>	<b>Deliverable(s):</b>	<b>Activity Completion Date:</b>
<p>Complete all County designated duties as defined in the El Dorado County (EDC) Resolution 86-90.</p> <p><b>Marketing:</b></p> <ul style="list-style-type: none"> <li>• Stay updated and informed on the state of the industry and post pandemic protocol. Adapt with flexibility to new demands, requirements, and considerations.</li> <li>• Evaluate Affiliation of Film Commissioners International (AFCI) with a cost/benefit analysis. Maximize association membership opportunities with Film Liaisons in California Statewide (FLICS) and research the possibility of establishing new industry memberships with Producers Guild of America (PGA) and Location Managers Guild International (LMGI).</li> <li>• Support Regional Sac Sierra Partnerships with newly appointed Film Liaisons in both Sacramento County and Placer County. Encourage and mentor as suitable for a strong business community.</li> <li>• Target industry events such as trade shows, conferences, film festivals, and award shows with innovative, low cost, hi-impact strategies sensitive to both virtual and in-person opportunities.</li> </ul>	<p><b>1. Facilitation Duties:</b></p> <p>Meet or exceed previous year's goals for number of film shoots.</p> <ol style="list-style-type: none"> <li>a. Completion of twenty-five (25) film projects during the performance period. Meet with representatives of prospective film projects on an as-needed basis.</li> <li>b. Make a best effort that no less than twenty-five percent (25%) of all services and goods related to filming are purchased locally in EDC by providing local hire and purchase information.</li> <li>c. Make best attempt to ensure that all permits and indemnities are filed when filming on County property. Inform all applicable government and/or local agencies about filming activities that require notification.</li> <li>d. Respond to all inquiries by email, phone, or mail regarding filming location requests, permit processes, or general filming information.</li> </ol>	<p>June 30, 2023</p>

<ul style="list-style-type: none"> <li>• Fine tune the newly created filmtahoe.com website.</li> <li>• Enhance on-line digital photo location library for the purpose of promoting and expanding locations available in EDC, with the goal of removing all outdated photography and elevating the level of images.</li> </ul> <p><b>Advertising:</b></p> <ul style="list-style-type: none"> <li>• Stay informed on the pulse of the film industry in response to recovery from the pandemic and the trends in a post pandemic business environment.</li> <li>• Customize the advertising campaign for print, web, and interactive to current business climate.</li> <li>• Work with press and media to inform the community of opportunities to participate and learn about filming in EDC.</li> <li>• Re-create, update, and distribute the Film Lover's self-guided tour of filming locations in EDC. Consider the feasibility of a guided tour of public filming location in EDC.</li> <li>• Advertise in the Reel Directory which maintains at no cost to our offices a regional crew directory for Northern California.</li> </ul> <p><b>Outreach:</b></p> <ul style="list-style-type: none"> <li>• Welcome relocating crewmembers to the county and assist them with networking to find positions locally.</li> <li>• Meet with relocating crew and answer their questions and introduce them to key players who can help with employment.</li> <li>• Accept and participate in speaking engagements and virtual events on Zoom and similar platforms. Prepare for return to speaking at clubs and organizations to disseminate</li> </ul>	<p><b>2. Promotion Duties:</b></p> <ul style="list-style-type: none"> <li>a. Maintain and update a website dedicated specifically to general film information, site selection, and process for filming in EDC.</li> <li>b. Answer all website generated requests for information during the performance period with reporting on the specific number of requests.</li> <li>c. Meet with representatives of prospective film projects on an as-needed basis.</li> <li>d. Conduct at least ten (10) on film location meetings during the performance period.</li> <li>e. Work cooperatively with EDC, The El Dorado County Chamber of Commerce, and the Tourism Office to improve our social media presence.</li> <li>f. Produce branded promotional items such as, hats, visors, and t-shirts as the budget allows.</li> <li>g. Research and partner with local companies who already are producing locally branded items that can be purchased to promote our county and support local business.</li> </ul>	
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<p>information about the Film Commission's activities and areas to get involved.</p> <ul style="list-style-type: none"> <li>• Support the local filming community with on-line showcasing of trailers, sponsorships, and event support.</li> <li>• Encourage support of the local charitable community with donations from the film community, provided that no donations are made from any funds provided under this Agreement.</li> <li>• Engage the general public by holding the annual Film Mixer and Business Showcase to inform and educate the local community.</li> </ul> <p><b>Economic Development:</b></p> <ul style="list-style-type: none"> <li>• Research, encourage, and implement product placement and branding opportunities for local products on all conducive film projects.</li> <li>• Pursue County incentives such as no fee locations, free office space, and possible film financing options.</li> <li>• Explore business park areas and possible green screen or studio space warehouses to encourage filmmakers to create a film specific hub in EDC.</li> <li>• Seek out, discover, and develop new film friendly locations and businesses throughout all areas of EDC.</li> </ul>		
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<p><b>Administrative and Organizational Programs:</b></p> <ul style="list-style-type: none"><li>• Continue all required documentation and reporting for EDC offices and the El Dorado County Chamber of Commerce.</li><li>• Collect historical records of media related to the office as well copies of promotional materials and footage of projects filmed in EDC.</li></ul>		
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