

Funding Agreement
Between
County of El Dorado and
El Dorado County Chamber of Commerce
Film Commission
Funding Agreement #7703

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 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 "Grantee").

R E C I T A L S

WHEREAS, Grantee is a non-profit organization, and its mission is to promote a strong, healthy and diverse business community to preserve the quality of life in El Dorado County;

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;

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

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;

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: Grantee 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.

Grantee agrees to furnish, at Grantee'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. Grantee 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 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.

Grantee shall perform the services and tasks required under this Agreement in a safe, professional, skillful, and workmanlike manner. Grantee is responsible for ensuring that its employees perform the services and tasks required under this Agreement accordingly. All of the services included in the Scope of Work are the responsibility of Grantee unless specifically described as a task or item of work to be provided by County.

ARTICLE II

Term: This Agreement shall become effective when fully executed by the parties hereto and shall cover the period of July 1, 2023 through June 30, 2025.

ARTICLE III

Payment and Use of Funds: County agrees to pay Grantee in Eight (8) equal installments of \$37,687.50 each in accordance with the following schedule:

Fiscal Year 2023-24

- Installment 1 - Within thirty days of execution of the agreement
- Installment 2 - Not later than November 1, 2023
- Installment 3 - Not later than February 1, 2024
- Installment 4 - Not later than May 1, 2024

Fiscal Year 2024-25

- Installment 5 - Not later than August 1, 2024
- Installment 6 - Not later than November 1, 2024
- Installment 7 - Not Later than February 1, 2025
- Installment 8 - Not later than May 1, 2025

Funding shall be used solely for the purposes described in Exhibit A. Grantee 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. 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.

ARTICLE IV

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 V

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 VI

Reports Required: Grantee shall submit a written Annual Report to County's Contract Administrator no later than September 1st 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.

Grantee 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.

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 its duly authorized representatives.

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

ARTICLE VII

Recognition of County: Grantee 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 Grantee verbally at the event or program.

ARTICLE VIII

Local Sourcing: Grantee 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 IX

Political Activity: Pursuant to California Government Code §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 X

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 XI

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
Economic and Business Relations
Manager

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:

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 Grantee directs.

ARTICLE XII

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. This duty of Grantee to indemnify and save County harmless includes the duties to defend set forth in California Civil Code section 2778.

ARTICLE XIII

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 XIV

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 XV

Assignment: This Agreement shall be binding upon the successors-in-interest and assigns of Grantee.

ARTICLE XVI

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 XVII

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

ARTICLE XVIII

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 XIX

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

ARTICLE XX

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 XXI

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 XXII

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 XXIII

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: _____

Dated: _____

Deputy Clerk

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

By: Laurel Brent Bumb
Laurel Brent Bumb (Jun 8, 2023 10:06 PDT)

Dated: 06/08/2023

Laurel Brent-Bumb
Chief Executive Officer
"Grantee"

By: Adam L. Anderson
Adam L. Anderson (Jun 8, 2023 15:54 PDT)

Dated: 06/08/2023

Adam Anderson
Chief Financial Officer

El Dorado County Chamber of Commerce
Film Commission
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 Completion Date: June 30, 2025

ACTIVITY

Marketing

- Explore the option to join a Familiarization (FAM) tour endeavor offered by Location Manager International (LMGI) partnering with regional Sac Sierra Film Offices in both Sacramento County and Placer County as a means of reducing costs.
- Evaluate the LMGI Business Partner Affiliate program and weigh pros and cons of cost verses the value of networking, and an elevated business profile to key decision makers.
- Target high profile industry events such as trade shows, conferences, film festivals, and award shows with innovative, low cost, hi-impact strategies with a balance of both virtual and in-person opportunities.
- Continue to update and improve the filmtahoe.com website.
- Enhance online website presence for the purpose of promoting and expanding our reach to online viewers and potential clients. With a goal to establish a compelling enticement for clients and/pr tourists to make direct contact with our office through email or phone.

Advertising

- Apply popular insights to our sales strategies gained by staying informed and delving into current film community resources, taking the pulse of the film industry in response to the current economy and filming trends.
- Customize the advertising campaign for print, web, and interactive to current business climate.

- Work with the press and media to inform the community of films shot in El Dorado County and the benefits to them of on location motion picture filming.
- Work with press and media to inform the community of opportunities to participate in and learn about filming in El Dorado County.
- Distribute the new updated Film Lover's self-guided tour of filming locations in El Dorado County.
- Implement a beta run of a guided tour of public filming location in El Dorado County and evaluate its efficacy.
- Advertise in and partner with the Reel Directory which maintains at no cost our offices a regional crew directory for Northern California.

Outreach

- Sponsorship of Capital Film Arts Alliance, a film organization that has recently relocated from the US Highway 80 corridor to the US 50 corridor.
- Welcome relocating crewmembers to El Dorado County and assist them with networking to find positions locally.
- Meet with relocating crew and answer their questions and introduce them to key players who can help with employment.
- Accept and participate in speaking engagements and virtual events on Zoom and similar platforms. Continue to speak at clubs and organizations to disseminate information about the film office's activities and in what areas community members and businesses have opportunities to get involved.
- Support the local filming community with online showcasing of trailers, sponsorships, event support, etc.
- Whenever possible support the local charitable community with donations from the film community and the film office.
- Engage the general public with a community outreach event by holding the annual "Film Industry Mixer" and Business Showcase to inform and educate the local community on how to participate in local filming and what the benefits are.

Economic Development

- Research, encourage, and implement "product placement" and branding opportunities for local products on all conducive film projects.

- Pursue County incentives such as no fee locations, free office space and possible film financing options.
- Explore emerging business activities and real estate that may create new business opportunities in future film related projects and productions.
- Seek out, discover, and develop new unique film friendly locations and businesses throughout the entirety of El Dorado County.

Administrative and Organizational Programs

- Continue all required documentation and reporting for El Dorado County offices and the El Dorado County Chamber of Commerce.
- Collect historical records of media related to the film office activities as well as copies of promotional materials and footage from projects filmed in El Dorado County.

DELIVERABLES

1. Facilitation Duties:

Meet or exceed previous year goals for number of film shoots.

- a) Completion of twenty-six (26) film projects during the performance period. Meet with representatives of prospective film projects on an as-needed basis.
- b) Make a best effort that no less than thirty (30) percent of all services and goods related to filmmaking are purchased locally in El Dorado County by providing local hire and purchase information.
- c) Make best attempts to ensure that all permits and indemnities are filed when filming on El Dorado County property. Inform all applicable government and/or local agencies about filming activities that require notification.
- d) Respond to all inquiries by email, phone, or mail regarding filming location requests, permit processes, or general filming information.

2. Promotion Duties:

- a) Maintain and update a website dedicated specifically to general film information, site selection, and process for filming in El Dorado County.
- b) Answer all website generated requests for information during performance period with reporting on the specific number of requests.

- c) Meet with representatives of prospective film projects on an as-needed basis.
- d) Conduct at least twelve (12) on film location meetings during the performance period.
- e) Work cooperatively with El Dorado County, the El Dorado County Chamber of Commerce, and the Tourism Office to improve our social media presence.
- f) Continue to build a vital and interactive social media presence on Instagram, which also posts on the film Tahoe Facebook site.
- g) Annually create and design at least fifty (50) unique branding posts using photos, videos, and themed information with a goal of increasing social media followers and engagement by twenty (20) percent.
- h) Produce branded promotional items such as hats, visors, totes, and t-shirts as the budget allows.
- i) Continuously seeking out new local companies who are already producing locally branded items that can be purchased to promote El Dorado County and support local business.

El Dorado County Chamber of Commerce

Film Commission

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.

06/08/2023

Laurel Brent Bumb

Laurel Brent Bumb (Jun 8, 2023 10:06 PDT)

Date

Signature of authorized individual

El Dorado County Chamber of Commerce-Film Commission Laurel Brent-Bumb-Chief Executive Officer

Type or write name of company

Type or write name of authorized individual