

Funding Agreement
Between
County of El Dorado and
El Dorado Hills Chamber of Commerce
Funding Agreement #7708

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 Hills Chamber of Commerce, a non-profit corporation duly qualified to conduct business in the State of California, whose mailing address is 2085 Vine Street, Suite 105, El Dorado Hills, California 95762 (hereinafter referred to as "Grantee").

R E C I T A L S

WHEREAS, Grantee is a non-profit organization, which represents the business community of El Dorado Hills and surrounding areas and provides benefits and services to the membership, and whose goal is to further the business interests of the community and to advocate on behalf of the business community;

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 \$27,580.00 each in accordance with the following schedule:

Fiscal Year 2023-24:

- Installment 1 - Within thirty (30) days of execution of this 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 \$220,640. 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 Hills Chamber of Commerce
2085 Vine Street, Suite 105
El Dorado Hills, California 95762

Attn.: Debra H. Manning
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: Wendy Thomas

Dated: 6-27-23

Board of Supervisors
"County"

Attest:
Kim Dawson
Clerk of the Board of Supervisors

By: Phyllis Kyles

Dated: 6-27-23

Deputy Clerk

--EL DORADO HILLS CHAMBER OF COMMERCE--

By: Debra H Manning
Debra H Manning (Jun 8, 2023 10:31 PDT)

Dated: 06/08/2023

Debra H. Manning
Chief Executive Officer
"Grantee"

By: Kelly Seymour
Kelly Seymour (Jun 8, 2023 10:48 PDT)

Dated: 06/08/2023

Kelly Seymour
Corporate Secretary

El Dorado Hills Chamber of Commerce

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 Duration: June 30, 2025

ACTIVITY

Operation of the California Welcome Center-El Dorado Hills (Center) which provides information regarding recreational and tourism activities in El Dorado County area, as well as statewide tourism information.

The Center shall be open during regular business hours, seven (7) days a week,
Monday – Friday, 9:00 a.m. – 5: 00 p.m.
Saturday and Sundays 10:00 a.m. – 4:00 p.m.

The Center shall be closed on New Year's Day, Easter Sunday, Thanksgiving, and Christmas Day per contract with Visit California.

SCOPE OF WORK AND DELIVERABLES:

1. Operation of the Center during normal visitor's hours as stated above in "Activity".
 - a) Keep the Center stocked with appropriate local and state visitor materials.
 - b) Keep the Center staffed to answer questions on an as-needed basis.
 - c) Highlight El Dorado County wines, Rubicon Trail, Gold Bug Mine, arts, and other El Dorado County tourism assets.
 - d) Promote local products when appropriate in the gift store.
 - e) Refer as many El Dorado County businesses and tourism asset businesses to guests when appropriate.
2. Attraction of at least ten thousand (10,000) annual visitors to the Center.
 - a) A majority of guests from outside El Dorado County as demonstrated by a visitor survey. A best effort to attract fifty percent (50%) of visitors from outside the local region.
3. To continue, if asked by County, to be a Voting Center for El Dorado County serving as a community wide benefit.

El Dorado Hills Chamber of Commerce

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

Date

El Dorado Hills Chamber of Commerce
Type or write name of company

Debra H Manning
Debra H Manning (Jun 8, 2023 10:31 PDT)

Signature of authorized individual

Debra H. Manning-Chief Executive Officer
Type or write name of authorized individual