

Exhibit “A” The MetroPulse Program

I. The MetroPulse Program

The MetroPulse Program is a community economic development initiative designed to retain businesses in the jurisdiction in which they reside. National studies have shown that eighty percent (80%) of job growth is the result of the expansion of business already located in a jurisdiction. The Program is designed to assist the participating jurisdictions to connect with the wealth generating companies who are already present in the community and determine what they need to grow and be successful.

The path by which we — the regional partners - came to designing and implementing the Program was a multi- year intensive project for which the Metro Chamber and partners performed subject matter research, conducted community outreach visitations, and built consensus for a regional business retention and expansion program. In 2007 and again in 2009, all current Member Jurisdictions have agreed to commence full implementation the Program on a six county regional basis.

Executive Pulse, Inc., a company based in Erie, Pennsylvania, has facilitated the Program design and implementation, including survey design and technology development. The Program will continue through calendar year 2020.

II. Role of Member Jurisdictions:

All Member Jurisdictions, throughout the term of its participation in the Program, shall be responsible for the following:

- A. To provide computer equipment for its own use to access the shared Program database;
- B. To develop retention and expansion teams, called “outreach specialists”, to survey companies within its respective jurisdiction;
- C. To identify target industries and businesses to be surveyed;
- D. To collect the necessary Program business/industry data (not limited to but at minimum typical business contact information) and upload into the Program database this data/information from such businesses/Industries located in its jurisdiction;
- E. To appoint one representative to serve on the Steering Committee, with the representative being the Economic Development Coordinator or an employee designated by the El Dorado County Chief Administrative Officer;

- F. To require all employees and/or its representatives, who will be involved in the Program, conducting the Program business/industry surveys and/or having access to the Program database, to execute the “Member Jurisdiction Employee/representative Protocol Agreement Certification,” a copy of which is attached hereto at Exhibit “C”. A copy of all executed Protocol Agreement Certifications should be maintained by the Member Jurisdiction, a copy provided to Sacramento Metropolitan Chamber of Commerce and, upon request, a copy provided to any Member Jurisdiction;
- C. To arrange for training with Executive Pulse, Inc. and Sacramento Metropolitan Chamber of Commerce, local chambers, and Member Jurisdictions in order to bring Its employees to a region-wide standard as achieved by current Member Jurisdictions and to then attend periodic Program training and refresher courses;
- H. Jurisdictions joining the program that are outside of the original partners will provide financial support for the Program, through a one-time fee of Five Thousand Dollars (\$5,000) to Sacramento Metropolitan Chamber of Commerce;
- I. The County agrees to :
 - 1) Participate in Metro Pulse for years FY10/11-12/13.
 - 2) Provide a total Member Contribution of \$5,000.
 - 3) Provide its member contribution prior to June 30, 2012.
 - 4) An additional payment of \$42,500 for Metro Pulse business walk services exclusive to communities in El Dorado County.
 - 5) Provide payment for business walks incrementally as services are provided.
 - 6) Support grant applications as a revenue source for Metro Pulse, including, but not necessarily limited to, one from EDA during FY 09/10.
 - 7) Should EDA elect not to fund the multi-year grant application, a re-evaluation of activities and contributions will begin the following day.
- J. To contact a Regional Resource Partner, as so defined in Section IV of Exhibit “A”, within 48 hours to request assistance on behalf of Program business clients;
- K. To follow-up with Regional Resource Partner and Program business clients to ensure needs assessment service provision, quality customer service provided and that the Program business client’s needs are addressed.

III. Role of the Sacramento Metropolitan Chamber of Commerce:

In addition to participating in the Program as a Member Jurisdiction, the Sacramento Metropolitan Chamber of Commerce agrees to function as the contract manager for the Program. In this capacity, the Sacramento Metropolitan Chamber of Commerce agrees to be responsible for administering the contract with Executive Pulse, Inc. for the Program on behalf of the Member Jurisdictions and acting as the fiduciary agent on behalf of the Member Jurisdictions in all matters relating to Executive Pulse, Inc. invoices for the services rendered for the Program, including training, technology upgrades and customer service calls. The Sacramento Metropolitan Chamber of Commerce is responsible for administering the contract with Executive Pulse in consultation with the Steering Committee, on which El Dorado County shall have one member.

In addition, the Sacramento Metropolitan Chamber of Commerce agrees to function as the implementing agency for the Program. In this capacity, Sacramento Metropolitan Chamber of Commerce, through its Department of Business and Economic Development, will be responsible for the following:

- A. To facilitate the development and implementation of the Program, including coordination of all ongoing training to Program;
- B. To coordinate the annual Program evaluation, convene a sub-committee of Member Jurisdictions who will craft a set of measurements for programmatic success, which will evaluate the effectiveness and success of the Program;
- C. To serve as liaison between the Member Jurisdiction, local Chambers, Regional Resource Partners, and Executive Pulse, Inc.;
- D. To allow for analysis of business issues and trends in aggregate, the Member Jurisdictions have agreed that the Sacramento Metropolitan Chamber of Commerce shall have access to all data aggregated on a regional level and unrestricted access to their — Sacramento Metropolitan Chamber of Commerce - chamber member's information contained in the Program database for the limited purpose of monitoring and evaluating the data/information for the purpose heretofore specified.
- E. To issue and hire, on behalf of the Member Jurisdictions, local Chambers, and Regional Resource Partners for the telemarketing and "circuit rider" components of the Program;
- F. To organize, in conjunction with Member Jurisdictions, local Chambers, and Regional Resource Partners, a regional marketing campaign creating awareness of and demand for the Program;
- G. To provide Program survey assistance to the Member Jurisdiction, as needed;

- H. To provide “outreach specialists” and Regional Resource Partners with password access to the Program database as so determined by the local Member Jurisdiction and/or Steering Committee; and
- I. To coordinate all technology upgrades and improvements made to the Program survey tool;
- J. Metro Chamber will provide quarterly update of expenditure of funds to ensure appropriate use of funds as per Intergovernmental Cooperation Agreement
- K. Metro Chamber may utilize aggregated data for purposes of reports and press releases to the media. Release of the data by the Metro Chamber will not occur without the prior written consent of the Steering Committee.
- L. The Sacramento Metropolitan Chamber of Commerce (SMCC) agrees to renew the provision of services via the Metro Pulse – Business Retention and Expansion program software/tool services, and expand the services to include all logistical and summary report assistance for five urbanized business walks contained within the *Vital Assets - Business Assistance, Layoff Aversion and Employer Retention Program* grant award. This renewal and expansion of the business retention and expansion program software/tool is directly related to the successful implementation of the *Vital Assets* grant and further strengthens the county’s business outreach program and our efforts to help retain existing businesses.
- M. The Sacramento Metropolitan Chamber of Commerce agrees to work cooperatively with County staff and local chambers/industry groups in organizing and providing material and logistical support for, including after-event action reports (event summaries), for four traditionally urbanized business walks prior to the June 2011 conclusion of the Vital Assets grant. These urbanized business walks will be conducted on the Western Slope, averaging 120 businesses per event or 480 businesses in total.
- N. The Sacramento Metropolitan Chamber of Commerce agrees to organize and conduct, in cooperation with county staff and the Lake Tahoe South Shore Chamber of Commerce, a fifth business walk, as per the Vital Assets grant language, in the South Lake Tahoe basin categorized as a hybrid walk, targeting an average of 100 businesses with a heavy emphasis towards those related to information technology, green construction/technology, and location neutral industries.
- O. In addition, the Sacramento Metropolitan Chamber of Commerce agrees to provide technical and logistical support to county staff, local chamber and industry groups, in order to build capacity within community based service organizations for the continuation of the business walk program and utilization of the Metro Pulse system as the Central Business Data Base for the County of El

Dorado Office of Economic Development, as per the Vital Assets grant agreement with Golden Sierra Workforce Investment Board.

IV. Role of Regional Resource Partners:

As the Member Jurisdiction's outreach specialists visit local businesses related to the Program, these businesses may have a need for further assistance. The Member Jurisdiction should contact the appropriate "Regional Resource Partner" - defined as any governmental department and/or economic development organization that provides the highest-quality resources using various approaches (such as highlighting online materials, face-to-face technical assistance, distance learning, electronic message boards, and so forth) at the city, county, state, or federal level that has formally agreed to participate in the Program, but not as a Member Jurisdiction - to request additional assistance for their business clients. Regional Resource Partners will be responsible for the following:

- A. To respond (with at least a telephone call) to the referred Program business within 48 hours from time of contact by a Member Jurisdiction or the Sacramento Metropolitan Chamber of Commerce, California;
- B. To appoint a contact person who will be responsible for attending meetings related to issues affecting the Program and serving as a liaison with the Sacramento Metropolitan Chamber of Commerce, California;
- C. To require all employees and/or representatives, who will be involved in the Program and/or having access to the Program database, to execute the "Employee/Representative Protocol Agreement Certification," a copy of which is attached hereto at Exhibit "C". A copy of all executed Protocol Agreement Certifications should be maintained by the Regional Resource Partner, a copy provided to the Sacramento Metropolitan Chamber of Commerce and, upon request, a copy provided to any Member Jurisdiction;
- O. To update the Program database records with the actions taken on behalf of the client by the Regional Resource Partner;
- E. To respect the confidentiality of Program information, to the extent allowed by law;
- F. To notify appropriate combination of Member Jurisdiction and local Chamber of inquiry and provision of assistance; and
- G. To assist the Member Jurisdictions and local Chambers on Program retention and expansion visits.

V. Role of Executive Pulse:

As the nation's foremost economic development and consulting firm specializing in the retention of existing businesses, Executive Pulse has entered into a contract with the Sacramento Metropolitan Chamber of Commerce - as the MetroPulse Program BRE vendor - to provide a customized web-based external service for a "Business Retention and Expansion" and related services system as per the License Agreement dated July 28, 2006.

VI. Additional Participant Expectations:

As a participant in the Program, the Member Jurisdiction agrees to abide by the following Program protocols:

- A. Relations with Program Clients — No employee and/or representative of the Member Jurisdiction, local Chamber or Regional Resource Partner shall release information about the business or personal matters of any Program client without permission of the particular client, to the extent permitted by law. For purposes of this Agreement, a "Program client" is defined as any business included in the Program database.
- B. Pursuit of Businesses from Outside the Member Jurisdiction - The Program was created to establish a systematic method for retaining and expanding businesses within the participating jurisdictions. The underlying philosophy of the program is that we as a region agree that it is desirable, whenever possible, to retain and expand businesses in the jurisdictions that they reside. Therefore, no employee and/or representative of any participating jurisdiction shall actively pursue businesses in another participating jurisdiction. If a representative of a participating jurisdiction is contacted by a potential client from another participating jurisdiction, the representative will refer the client to a provider in the proper jurisdiction.
- C. Additional Contact of Businesses within the Member Jurisdiction — As part of business retention and expansion, it is natural for a member Jurisdiction, local Chamber, or Regional Resource Partner to individually conduct outreach to target companies, including for the purposes of marketing their programs or services, of informing them of new services that might be available, for fund raising etc. In cases when a Member, local Chamber and/or Regional Resource Partner's jurisdiction overlap, the entity contemplating the outreach shall inform all affected jurisdictions and provide them an opportunity to comment before. In the event that a participating jurisdiction is contacted by a business, or the representative of a business, residing in another participating jurisdiction regarding relocation; and the business or their representative makes a request for available site information and/or incentive information, Program participants are to adhere to the following protocol:
 1. Notify the business that in the Greater Sacramento Region incentives such as enterprise zones, revolving loan funds, Brownfield, micro-enterprise loan program (EnterFund), employment training panel program reimbursements, EITC tax credit, redevelopment areas, Foreign Trade Zone, work

development, utility provider incentives, and so forth may require the consent of the affected jurisdiction.

2. Articulate the Program philosophy to the business and inform the business that they will notify the affected jurisdiction. Participating jurisdictions that adhere to the protocol are in no way prohibited from assisting the business.
3. Notify Sacramento Metropolitan Chamber of Commerce so it may note the information in the Program database as a point of record.
 - A. Information Sharing/Database Access — No employee and/or representative of a Member organization shall view or attempt to view information about Program clients outside of its respective jurisdictional responsibility. Program database design will include password and other protections. The Member Jurisdiction shall be strictly responsible for the security of the Program database passwords, and shall take all precautions necessary to avoid disclosure to non-authorized persons.
 - B. Administration — The Sacramento Metropolitan Chamber of Commerce will administer and assign passwords necessary to access the Program database, to retrieve and input Program client information. To allow for analysis of business issues and trends in aggregate, the Member Jurisdiction agrees that Sacramento Metropolitan Chamber of Commerce shall have access to all data aggregated on a regional level and unrestricted access to their chamber member's information contained in the Program database for the limited purpose of monitoring and evaluating the data/information for the purpose heretofore specified.

VII. Addition of New Member Jurisdiction(s)

The Program may add new member jurisdictions upon approval by a simple majority (50% plus One) of existing member jurisdictions. Upon approval by a simple majority, a new agreement will be entered into by Sacramento Metropolitan Chamber of Commerce and the New Member Jurisdiction.

VIII. Role of Steering Committee

The Steering Committee, composed of representatives from each fiscally contributing Member Jurisdiction, local Chamber and/or Regional Resource Partner, shall meet monthly for the first six-months of operation; quarterly thereafter to discuss policies and procedures of the Program, to identify areas of the Program that require further improvements, etc. Should a jurisdiction approach the Sacramento Metropolitan Chamber of Commerce to join

the program, the Steering Committee shall establish a consensus on whether the petitioning jurisdiction will be admitted. In addition, the current Participating Jurisdiction's authorized person (e.g. City Manager, County Administrator Officer, local Chamber Executive, and Regional Resource Partner, including Sacramento Metropolitan Chamber of Commerce) shall approve on the admittance.

Steering Committee will make decisions about release of data to the media and other external sources. Metro Chamber will facilitate meetings and serve as a voting member.

Steering Committee will also be responsible for determining targeted industries, size of industries, specific industries, geographic distribution, survey questions, etc.

- A. Role of Financial Sponsors - Financial sponsors are defined as non-public sector entities such as businesses, consultants, or non-profits. Financial Sponsors do not have access to data (gross or detailed). Their participation is based on the understanding that this regional effort is to retain, grow, and support regional businesses with any monies generated in financial sponsorships by the Sacramento Metropolitan Chamber of Commerce to remain committed to the ongoing operation of the Program in the form of a small business specialist and/or Program operating expenses; and,
- B. Marketing/Communication Advisory Group — The Marketing/Communication Advisory Group will function as a voluntary sub-committee of the Steering Committee comprised of Member Jurisdictions who will work with and advise the Sacramento Metropolitan Chamber of Commerce's Vice President of Corporate Communications, or designee, of the Steering Committee's vision for regionally marketing and communicating programmatic information and data releases. This body is comprised of Member Jurisdictional representatives, as determined by the MetroPulse Steering Committee, and will meet quarterly with Metro Chamber marketing & communications staff.

IX. Penalties and Grievances

In general, the penalty for violation of any Program policy, protocol or any requirement by the Member Jurisdiction shall be addressed within the Steering Committee. The Steering Committee reserves the right to remove Member Jurisdictions, local Chambers, Regional Resource Partners, Chambers and others who wantonly violate the governing covenants, as laid out in this document, of the Program.

X. Annual Review of Program

The New Member Jurisdiction agrees that the Program shall operate for a minimum of three (3) years, starting in January I, 2007. The Sacramento Metropolitan Chamber of Commerce will lead an annual review and evaluation of the Program, which will be completed by the third week of February of each year of the Program. A Program re-evaluation will occur in

Q3 2013, as this previously occurred in Q3 2009, to determine the continued operation of the Program.

Program and results will be reviewed annually by the Steering Committee. Any reports resulting from the annual program review will be reviewed and approved by the Steering Committee prior to its release.

Any sponsorship contributions made to the Program (“Program Sponsorship”) for a given year must be made available to cover all costs associated with operating the Program (“Operating Costs”) in that year. Such revenues will be put into the Metro Chambers general operating budget for Business Retention and Expansion (BRE) activities exclusively, to include but not limited to: staff, staffing, consultants, technical assistance, marketing, communications, outreach, advocacy, graphic design and other such related activities guaranteeing success of the Program (MetroPulse) and Metro Chamber BRE Program activities and its partners (jurisdictions, regional resources partners, chambers etc..).

XIII. General Provisions

- A. Capacity to Execute — The Member Jurisdiction hereby certifies that all actions necessary to execute this Agreement with the Sacramento Metropolitan Chamber of Commerce (the contract manager) and all other member jurisdictions were taken and that the person executing this Agreement is authorized to do so and has the power to bind the jurisdiction to the terms and conditions contained herein.
- B. Representations — By execution hereof, the Member Jurisdiction represents that it has or will pass the necessary legislation (in accordance with federal, state and/or local law governing the encumbrance and expenditure of public funds) to meet its financial obligation to fund the Program from January 01, 2010 through December 31, 2013.