

ORIGINAL

AGREEMENT FOR SERVICES #291-F1611

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, a California not-for-profit organization duly qualified to conduct business in the State of California, whose principal place of business is 545 Main Street, Placerville, CA 95667(hereinafter referred to as "Contractor");

RECITALS

WHEREAS, Contractor has been engaged by County to provide promotional services in order to promote tourism, entertainment, business, and leisure travel in El Dorado County; and

WHEREAS, Contractor has represented to County that it is specially trained, experienced, expert and competent to perform the special services required hereunder and County has determined to rely upon such representations; and

WHEREAS, it is the intent of the parties hereto that such services be in conformity with all applicable federal, state and local laws; and

WHEREAS, County has determined that the provision of these services provided by Contractor is in the public's best interest, and that these services are more economically and feasibly performed by outside independent Contractors as well as authorized by El Dorado County Charter, Section 210 (b) (6) and/or Government Code 31000;

NOW, THEREFORE, County and Contractor mutually agree as follows:

received and expended as provided in Article I. Any remaining unexpended funds and any funds that have not been spent in accordance with the provisions of this Agreement, as determined by County, shall be returned to County within thirty (30) days of County's demand for same.

Contractor 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.

Contractor'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, including the Comptroller General of the United States.

ARTICLE 5

Recognition of County: Contractor shall ensure recognition of El Dorado County in providing funding for Services provided by this Contract. All activities, facilities, items, and publications utilized or made possible pursuant to this Contract shall indicate the funding source.

ARTICLE 6

Local Sourcing: Contractor 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 Contract, a local business is one that maintains a current business license from the Treasurer Tax Collector of El Dorado County.

ARTICLE 7

Political Activity: Pursuant to California Government Code §54964, §54964.5 and §54964.6, Contractor shall not expend or authorize the expenditure of any of the funds provided to it pursuant to this agreement in support of any political activity including but not limited to support or opposition of a candidate for public office or any ballot measure.

Contractor shall not use property owned or funded in whole or in part by the County property for support of any political activity including but not limited to support or opposition of a candidate for public office or any ballot measure.

ARTICLE 8

Ownership of Rights: County and Contractor hereby expressly agree that all printed materials described in Article I, whether produced by Contractor, its agents, representatives, employees or sub-contractors, shall be considered a "work made for hire" within the meaning of 17 USC Sec. 101. County shall have sole ownership of all rights, for all purposes, in each completed work, and unused printed materials.

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 the County, this Agreement may be deemed to be canceled in its entirety subject to payment for services performed prior to cancellation.

ARTICLE 15

Audit by California State Auditor: Contractor 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, Contractor shall maintain, for a period of at least three (3) years, or for any longer period required by law, after final payment under the contract, all books, records and documentation necessary to demonstrate performance under the Agreement.

ARTICLE 16

Default, Termination, and Cancellation:

- A. **Default:** Upon the occurrence of any default of the provisions of this Agreement, a party shall give written notice of said default to the party in default (notice). If the party in default does not cure the default within ten (10) days of the date of notice (time to cure), then such party shall be in default. The time to cure may be extended at the discretion of the party giving notice. 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 on which the extension of time to cure expires.

Notice given under this section shall specify the alleged default and the applicable Agreement provision and shall demand that the party in default perform the provisions of this Agreement within the applicable period of time. No such notice shall be deemed a termination of this Agreement unless the party giving notice so elects in this notice, or the

Notices to Contractor shall be addressed as follows:

EL DORADO COUNTY CHAMBER OF COMMERCE
542 MAIN STREET
PLACERVILLE, CA 95667
ATTN: LAUREL BRENT-BUMB, EXECUTIVE DIRECTOR

or to such other location as the Contractor directs.

ARTICLE 18

Change of Address: In the event of a change in address for Contractor's principal place of business, Contractor's Agent for Service of Process, or Notices to Contractor, Contractor shall notify County in writing pursuant to the provisions contained in this Agreement under the Article titled "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 19

Indemnity: The Contractor shall defend, indemnify, and hold the County harmless against and from any and all claims, suits, losses, damages and liability for damages 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 Contractor's services, operations, or performance hereunder, regardless of the existence or degree of fault or negligence on the part of the County, the Contractor, subContractor(s) and employee(s) of any of these, except for the sole, or active negligence of the County, its officers and employees, or as expressly prescribed by statute. This duty of Contractor to indemnify and save County harmless includes the duties to defend set forth in California Civil Code Section 2778.

ARTICLE 20

Insurance: Contractor shall provide proof of a policy of insurance satisfactory to the County of El Dorado Risk Manager and documentation evidencing that Contractor maintains insurance that meets the following requirements:

- A. Full Worker's Compensation and Employer's Liability Insurance covering all employees of Contractor as required by law in the State of California.
- B. Commercial General Liability Insurance of not less than \$1,000,000.00 combined single limit per occurrence for bodily injury and property damage and a \$2,000,000.00 aggregate limit.

- K. Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the 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. Contractor's obligations shall not be limited by the foregoing insurance requirements and shall survive expiration of this Agreement.
- N. In the event Contractor cannot provide an occurrence policy, Contractor 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. Certificate of insurance shall meet such additional standards as may be determined by the contracting County Department either independently or in consultation with Risk Management, as essential for protection of the County.

ARTICLE 21

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 Contractor 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 22

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

ARTICLE 23

Conflict of Interest: The parties to this Agreement have read and are aware of the provisions of Government Code Section 1090 et seq. and Section 87100 relating to conflict of interest of public officers and employees. Contractor attests that it has no current business or financial relationship with any County employee(s) that would constitute a conflict of interest with provision of services under this contract and will not enter into any such business or financial relationship with any such employee(s) during the term of this Agreement. County represents that it is unaware of any financial or economic interest of any public officer or employee of

ARTICLE 26

Nonresident Withholding: If Contractor is not a California resident, Contractor shall provide documentation that the State of California has granted a withholding exemption or authorized reduced withholding prior to execution of this Agreement or County shall withhold seven (7%) percent of each payment made to the Contractor during term of the Agreement as required by law. This requirement applies to any agreement/contract exceeding \$1,500.00. Contractor shall indemnify and hold the County harmless for any action taken by the California Franchise Tax Board.

ARTICLE 27

Taxpayer Identification Number (Form W-9): All independent Contractors or corporations providing services to the County must file a Department of the Treasury Internal Revenue Service Form W-9, certifying their Taxpayer Identification Number.

ARTICLE 28

County Business License: 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 Code Section 5.08.070.

ARTICLE 29

Licenses: Contractor hereby represents and warrants that Contractor and any of its subcontractors employed under this Agreement has all the applicable licenses, permits, and certifications that are legally required for Contractor and its subcontractors to practice its profession or provide the services or work contemplated under this Agreement in the State of California. Contractor and its subcontractors shall obtain or maintain said applicable licenses, permits, or certificates in good standing throughout the term of this Agreement.

ARTICLE 30

Administrator: The County Officer or employee with responsibility for administering this Agreement is Jeff McLaughlin, Economic & Business Relations Manager, or successor.

ARTICLE 31

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 32

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

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates indicated below.

-- COUNTY OF EL DORADO --

Dated: 12/15/15

By: R. K. V. Lopez
Chair
Board of Supervisors
"County"

ATTEST:
James S. Mitrison
Clerk of the Board of Supervisors

By: James S. Mitrison
Deputy Clerk

Dated: 12/15/15

-- CONTRACTOR --

El Dorado County Chamber of Commerce
a non-profit organization

Dated: 12/16/15

By: Christa Campbell
Christa Campbell
President
"Contractor"

By: Samuel Brent Bunt
Corporate Secretary

Dated: 12/16/15

Exhibit "A"
El Dorado County Chamber of Commerce – Visitors Authority
Scope of Services

Upon a duly executed contract and issuance of a notice to proceed from the County contract administrator, the Grantee shall perform the following activities/deliverables:

Activity:	Deliverable(s):	Activity Completion Date:
<p>Print and distribute Countywide a visitor information magazine.</p> <p>Advertise the County in appropriate venues as a tourist destination.</p> <p>Organize and maintain a website devoted to visitor activities.</p> <p>Build new tourism partnerships with state and regional groups to increase visitor awareness for El Dorado County.</p> <p>Respond on a timely basis to information requests regarding tourism activities, events, incentives, and tourism resources.</p>	<p>1. Promotion / Advertising :</p> <ul style="list-style-type: none"> a. Print 93,000 magazine travel guides and distribute them on an ongoing basis to multiple regional locations. b. Maintain and keep current a website and social media pages dedicated to visitor activities in El Dorado County. Identify new website trends to keep site and page view traffic consistent. <ul style="list-style-type: none"> 1. Increase site and page views by 3% in year to year analytics. 2. Maintain postings and website information. <p>2. Networking / Partnership Building :</p> <ul style="list-style-type: none"> c. Build and maintain relationships with state and regional groups to increase knowledge regarding El Dorado County as a vacation destination. <ul style="list-style-type: none"> 1. Market the County in a minimum of one new region in the State. d. Work with local hotels, tourist attractions, and transportation providers to offer tourism packages and promote them in appropriate venues. <ul style="list-style-type: none"> 2. Work with El Dorado County business groups to offer a minimum of one new tourism/visitor package. 	<p>June 30, 2016</p>

EXHIBIT B - QUARTERLY REPORT	
PROGRAM / PROJECT ACTIVITY:	
QUARTERLY REPORT PERIOD:	
NARRATIVE PROGRESS REPORT	
Provide as separate attachment if additional space is needed.	
FINANCIAL REPORT	
EXPENDITURES	AMOUNT
SALARIES	\$
DIRECTOR	\$
COORDINATOR	\$
ADMIN ASSISTANT	\$
INTERN	\$
BENEFITS	\$
SUPPLIES	* \$
RENTS	* \$
UTILITIES	* \$
COMMUNICATIONS	* \$
LOCAL TRAVEL	* \$
INSURANCE	* \$
STAFF TRAINING	* \$
ADVERTISING	* \$
OTHER (SPECIFY)	* \$
OTHER (SPECIFY)	* \$
OTHER (SPECIFY)	* \$
TOTAL EXPENDITURES	\$
REVENUES	AMOUNT
COUNTY PROMOTION FUNDS	\$
DONATIONS/FUND RAISING	\$
MEMBERSHIP DUES	\$
OTHER (SPECIFY)	\$
OTHER (SPECIFY)	\$
OTHER (SPECIFY)	\$
TOTAL REVENUES	\$

* RECEIPTS MUST BE ATTACHED FOR THESE EXPENSES