

CONTRACT ROUTING SHEET

Date Prepared: June 15, 2017

Need Date: June 22, 2017

PROCESSING DEPARTMENT:

Department: Procurement & Contracts
Dept. Contact: Linda Silacci-Smith
Phone: x5417
Department Head Signature: [Signature]

CONTRACTOR:

Name: El Dorado County Chamber of Commerce - Vendors Authority
Address: 542 Main Street
Placerville, CA 95667
Phone: (530) 621-5885

CONTRACTING DEPARTMENT: Economic Development

Service Requested: Funding Agreement
Contract Term: 2 Years Contract Value: \$ 461,838.00
Compliance with Human Resources requirements? Yes: No:
Compliance verified by: N/A - Funding Agreement

COUNTY COUNSEL: (Must approve all contracts and MOU's)

Approved: ✓ Disapproved: Date: 6/15/17 By: JDS
Approved: Disapproved: Date: By:

Visitors Authority

EL DORADO COUNTY COUNSEL
JUN 15 PM 1:39

PLEASE FORWARD TO RISK MANAGEMENT. THANKS!

RISK MANAGEMENT: (All contracts and MOU's except boilerplate grant funding agreements)

Approved: ✓ Disapproved: Date: 6-19-17 By: [Signature]
Approved: Disapproved: Date: By:

Compliance in Vendor # 000970

PHG:1948/RM JUN 15 '17

OTHER APPROVAL: (Specify department(s) participating or directly affected by this contract).

Departments:
Approved: Disapproved: Date: By:
Approved: Disapproved: Date: By:

FUNDING AGREEMENT #088-F1811

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 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 the County by supporting and promoting tourism, entertainment, business, and leisure travel activities through the 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 which enhance tourism and industry, and/or local community events which 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 1

Scope of Services: Recipient shall perform services and provide deliverables described in Exhibit “A” marked “Scope of Work”, incorporated herein and made by reference a part hereof. 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”.

ARTICLE 2

Term: This Agreement shall become effective when fully executed by the parties hereto and shall cover the period of July 1, 2017 through June 30, 2019.

The parties may mutually agree to extend the Agreement for one additional two-year term. County shall notify Recipient at least sixty (60) days prior to the termination date of this Agreement if it does not intend to extend the Agreement.

ARTICLE 3

Payment and Use of Funds: County agrees to pay Recipient in equal installments of \$57,729.75 each in accordance with the following schedule:

Fiscal Year 2017-18:

- Installment 1: Within thirty (30) days of execution of this Agreement
- Installment 2: Not later than November 1, 2017
- Installment 3: Not later than February 1, 2018
- Installment 4: Not later than May 1, 2018

Fiscal Year 2018-19:

Funding for Fiscal Year 2018-19 is subject to the County's receipt and acceptance of a detailed Scope of Work for that year. Such Scope of Work shall be submitted to the Contract Administrator no later than April 1, 2018.

- Installment 1: Not later than August 1, 2018
- Installment 2: Not later than November 1, 2018
- Installment 3: Not later than February 1, 2019
- Installment 4: Not later than May 1, 2019

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 \$461,838.00.

ARTICLE 4

Reports Required: Recipient shall submit a written Annual Report to the Contract Administrator no later than September 1st of each contract year. The Annual Report shall include a narrative summary of the activities and deliverables identified in Exhibit "A", Scope of Work.

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, including the Comptroller General of the United States.

The provisions of this Article 4 shall survive termination of this Agreement.

ARTICLE 5

Public Aspect: Recipient agrees to provide a component within the Recipient's Scope of Work that is open to the general public. For any performance or event resulting from Recipient's acceptance of this funding, a minimum of two complimentary tickets will be made available to the County for the purpose of assessing compliance with the funding agreement terms and conditions.

ARTICLE 6

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

ARTICLE 7

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

ARTICLE 8

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 the 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 9

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 10

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 11

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

ARTICLE 12

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

ARTICLE 13

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 contract, all books, records and documentation necessary to demonstrate performance under the Agreement.

ARTICLE 14

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 party giving notice so elects in a subsequent written notice after the time to cure has expired. In the event of termination for default, County reserves the right to take over and complete the work by contract or by any other means.

- B. **Bankruptcy:** This Agreement, at the option of the County, shall be terminable in the case of bankruptcy, voluntary or involuntary, or insolvency of Recipient.
- C. **Ceasing Performance:** County may terminate this Agreement in the event Recipient ceases to operate as a business, or otherwise becomes unable to substantially perform any term or condition of this Agreement.

ARTICLE 15

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:

COUNTY OF EL DORADO
Chief Administrative Office
330 Fair Lane
Placerville, CA 95667
ATTN: Don Ashton, Chief Administrative Officer
or to such other location as the County directs.

Notices to Recipient shall be addressed as follows:

EL DORADO COUNTY CHAMBER OF COMMERCE
524 Main Street
Placerville, CA 95667
ATTN: Laurel Brent-Bumb, Chief Executive Officer
or to such other location as Recipient directs.

ARTICLE 16

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 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 17

Indemnity: The Recipient 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 Recipient's services, operations, or performance hereunder, regardless of the existence or degree of fault or negligence on the part of the County, the Recipient, 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 Recipient to indemnify and save County harmless includes the duties to defend set forth in California Civil Code Section 2778.

ARTICLE 18

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

- A. Full Worker's Compensation and Employer's 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 \$1,000,000.00 combined single limit per occurrence for bodily injury and property damage and a \$2,000,000.00 aggregate limit.
- C. Automobile Liability Insurance of not less than \$1,000,000.00 is required in the event motor vehicles are used by the Recipient in the performance of the Agreement.
- D. Recipient shall furnish a certificate of insurance satisfactory to the County of El Dorado Risk Manager as evidence that the insurance required above is being maintained.
- E. The insurance will be issued by an insurance company acceptable to Risk Management, or be provided through partial or total self-insurance likewise acceptable to Risk Management.
- F. Recipient agrees that the insurance required above 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 the 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.

- G. The certificate of insurance must include the following provisions stating that:
1. The insurer will not cancel the insured's coverage without 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.
- H. The Recipient's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees or volunteers shall be in excess of the Recipient's insurance and shall not contribute with it.
- I. Any deductibles or self-insured retentions must be declared to and approved by the County, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the County, its officers, officials, employees and volunteers; or the Recipient shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.
- J. 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.
- K. 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.
- L. Recipient's obligations shall not be limited by the foregoing insurance requirements and shall survive expiration of this Agreement.
- M. 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.
- N. 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 19

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 20

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 21

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. Recipient 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 Recipient relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement either party may immediately terminate this Agreement by giving written notice as detailed in the Article in the Agreement titled, "Default, Termination and Cancellation".

ARTICLE 22

Nondiscrimination: In completing the Scope of Work, employing personnel, or in any other respect of this Agreement, Recipient shall not employ discriminatory practices on the basis of race, color, sex, age, religion, sexual orientation, national origin or ancestry, or physical or mental disability.

ARTICLE 23

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 24

Administrator: The County Officer or employee with responsibility for administering this Agreement is Don Ashton, Chief Administrative Officer, or designee.

ARTICLE 25

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.

ARTICLE 26

Venue: 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 27

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 28

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

ARTICLE 29

No 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 30

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 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

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 --

Dated: _____

By: _____
Purchasing Agent
"County"

-- RECIPIENT --

Dated: _____

EL DORADO COUNTY CHAMBER OF COMMERCE
A NON-PROFIT ORGANIZATION

By: _____
Laurel Brent-Bumb
CEO & Corporate Secretary
"Recipient"

Exhibit "A"
Scope of Work – FY 2017-18

El Dorado County Chamber of Commerce – Visitors Authority
Economic Development Funding Agreement

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

Activity:	Deliverable(s):	Activity Completion Date:
Branding/Messaging	<ol style="list-style-type: none"> 1. Promotion / Advertising : <ol 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. <ol style="list-style-type: none"> 1. Increase site and page views by 3% in year to year analytics. 2. Maintain postings and website information. 2. Networking / Partnership Building : <ol 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. <ol 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. 2. Work with El Dorado County business groups to offer a minimum of one new tourism/visitor package. 	June 30, 2018
Website Development/Search Engine Optimization (SEO)		
Visitor Information		
Content Development (Content /Photo/Video)		
Sales		
Interactive/Social Media Marketing Efforts		
Advertising		
Research & Measurement		
Strategic Alliances		

CONTRACT ROUTING SHEET

Date Prepared: June 15, 2017

Need Date: June 22, 2017

PROCESSING DEPARTMENT:

Department: Procurement & Contracts
Dept. Contact: Linda Silacci-Smith
Phone: x5417
Department
Head Signature: [Signature]

CONTRACTOR:

El Dorado County Chamber of
Name: Commerce - Film Commission
Address: 542 Main Street
Placerville, CA 95667
Phone: (530) 621-5885

CONTRACTING DEPARTMENT: Economic Development

Service Requested: Funding Agreement
Contract Term: 2 Years Contract Value: \$ 281,500.00
Compliance with Human Resources requirements? Yes: No:
Compliance verified by: N/A - Funding Agreement

COUNTY COUNSEL: (Must approve all contracts and MOU's)

Approved: ✓ Disapproved: Date: 6/15/17 By: JDS
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Film Commission

PLEASE FORWARD TO RISK MANAGEMENT. THANKS!

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COMMITTEE in 2017 - Vendor # 000970

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Departments:
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FUNDING AGREEMENT #086-F1811

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WHEREAS, County wishes to encourage economic development in the County by supporting and promoting tourism, entertainment, business, and leisure travel activities through the 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 which enhance tourism and industry, and/or local community events which 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.

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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 \$281,500.00.

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Reports Required: Recipient shall submit a written Annual Report to the Contract Administrator no later than September 1st of each contract year. The Annual Report shall include a narrative summary of the activities and deliverables identified in Exhibit "A", Scope of Work.

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.

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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 party giving notice so elects in a subsequent written notice after the time to cure has expired. In the event of termination for default, County reserves the right to take over and complete the work by contract or by any other means.

- B. **Bankruptcy:** This Agreement, at the option of the County, shall be terminable in the case of bankruptcy, voluntary or involuntary, or insolvency of Recipient.
- C. **Ceasing Performance:** County may terminate this Agreement in the event Recipient ceases to operate as a business, or otherwise becomes unable to substantially perform any term or condition of this Agreement.

ARTICLE 15

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:

COUNTY OF EL DORADO
Chief Administrative Office
330 Fair Lane
Placerville, CA 95667
ATTN: Don Ashton, Chief Administrative Officer
or to such other location as the County directs.

Notices to Recipient shall be addressed as follows:

EL DORADO COUNTY CHAMBER OF COMMERCE
542 Main Street
Placerville, CA 95667
ATTN: Laurel Brent-Bumb, Chief Executive Officer
or to such other location as Recipient directs.

ARTICLE 16

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 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 17

Indemnity: The Recipient 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 Recipient's services, operations, or performance hereunder, regardless of the existence or degree of fault or negligence on the part of the County, the Recipient, 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 Recipient to indemnify and save County harmless includes the duties to defend set forth in California Civil Code Section 2778.

ARTICLE 18

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

- A. Full Worker's Compensation and Employer's 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 \$1,000,000.00 combined single limit per occurrence for bodily injury and property damage and a \$2,000,000.00 aggregate limit.
- C. Automobile Liability Insurance of not less than \$1,000,000.00 is required in the event motor vehicles are used by the Recipient in the performance of the Agreement.
- D. Recipient shall furnish a certificate of insurance satisfactory to the County of El Dorado Risk Manager as evidence that the insurance required above is being maintained.
- E. The insurance will be issued by an insurance company acceptable to Risk Management, or be provided through partial or total self-insurance likewise acceptable to Risk Management.
- F. Recipient agrees that the insurance required above 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 the 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.

- G. The certificate of insurance must include the following provisions stating that:
1. The insurer will not cancel the insured's coverage without 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.
- H. The Recipient's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees or volunteers shall be in excess of the Recipient's insurance and shall not contribute with it.
- I. Any deductibles or self-insured retentions must be declared to and approved by the County, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the County, its officers, officials, employees and volunteers; or the Recipient shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.
- J. 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.
- K. 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.
- L. Recipient's obligations shall not be limited by the foregoing insurance requirements and shall survive expiration of this Agreement.
- M. 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.
- N. 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.

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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 20

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 21

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. Recipient 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 Recipient relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement either party may immediately terminate this Agreement by giving written notice as detailed in the Article in the Agreement titled, "Default, Termination and Cancellation".

ARTICLE 22

Nondiscrimination: In completing the Scope of Work, employing personnel, or in any other respect of this Agreement, Recipient shall not employ discriminatory practices on the basis of race, color, sex, age, religion, sexual orientation, national origin or ancestry, or physical or mental disability.

ARTICLE 23

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 24

Administrator: The County Officer or employee with responsibility for administering this Agreement is Don Ashton, Chief Administrative Officer, or designee.

ARTICLE 25

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.

ARTICLE 26

Venue: 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 27

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 28

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

ARTICLE 29

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 30

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 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

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 --

Dated: _____

By: _____
Purchasing Agent
"County"

-- RECIPIENT --

Dated: _____

EL DORADO COUNTY CHAMBER OF COMMERCE
A NON-PROFIT ORGANIZATION

By: _____
Laurel Brent-Bumb
CEO & Corporate Secretary
"Recipient"

Exhibit "A"
Scope of Work – FY 2017-18

El Dorado County Chamber of Commerce – Film Commission
Economic Development Funding Agreement

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

Activity:	Deliverable(s):	Activity Completion Date:
<p>Complete all County designated duties as defined in El Dorado County Resolution 86-90.</p> <p>Marketing:</p> <ul style="list-style-type: none"> • Target industry events such as trade shows with innovative, low cost, hi-impact strategies • Enhance the filmtahoe.com website • Enhance on-line digital photo location library for the purpose of promoting and expanding locations available in EDC, with the goal of removing all compromised photography and elevating the level of images. <p>Advertising</p> <ul style="list-style-type: none"> • Continue to refine and improve the advertising campaign for print, web and interactive • Distribute the Film Lover’s self-guided tour of filming locations in EDC and develop a guided tour of public filming location in El Dorado County. <p>Outreach</p> <ul style="list-style-type: none"> • Support the local filming community with event support, on-line showcasing of trailers, sponsorships, etc. • Support the local charitable community with donations from the film community and the Film Office. <p>Economic Development</p> <ul style="list-style-type: none"> • Pursue County incentives such as no fee locations, free office space and possible film financing options. • Target El Dorado Hills Business Park as a location to develop a film industry specific 	<ol style="list-style-type: none"> 1. Facilitation duties: <ol style="list-style-type: none"> a. Meet or exceed previous year goals for number of film shoots. <ol style="list-style-type: none"> 1. Completion of 25 film projects during the performance period. 2. Make a best effort that no less than 25% of all services and goods related to filming are purchased locally in El Dorado County by providing local hire and purchase information. 3. Ensure that all permits and indemnities are filed when filming on County property. Ensure that all applicable government and/or local agencies are informed about filming activities. 4. Track and answer all inquiries by email, phone, or mail regarding film location requests, permit processes, or general filming information. 2. Promotion duties: <ol style="list-style-type: none"> a. Maintain and update a website dedicated specifically to general film information, site selection, and process for filming in El Dorado County. <ol style="list-style-type: none"> 1. Answer all website generated requests for information during the performance period 	<p>June 30, 2018</p>

<p>grouping of businesses.</p> <p>Administrative and Organizational Programs</p> <ul style="list-style-type: none"> • Continue all required documentation and reporting for EDC offices and the El Dorado County Chamber of Commerce. • Collect historical records of media related to the office as well copies of promotional materials and footage of projects filmed in EDC. 	<p>with reporting on the specific number of requests.</p> <ul style="list-style-type: none"> b. Meet with representatives of prospective film projects on an as-needed basis. <ul style="list-style-type: none"> 1. Conduct at least 10 on film location meetings during the performance period. 	
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DRAFT

CONTRACT ROUTING SHEET

Date Prepared: June 15, 2017

Need Date: June 22, 2017

PROCESSING DEPARTMENT:

Department: Procurement & Contracts
Dept. Contact: Linda Silacci-Smith
Phone: x5417
Department Head Signature: [Signature]

CONTRACTOR:

Name: El Dorado Hills Chamber of Commerce
Address: 2085 Vine Street, Suite 105
El Dorado Hills, CA 95762
Phone: (916) 933-1335

CONTRACTING DEPARTMENT: Economic Development

Service Requested: Funding Agreement
Contract Term: 2 Years Contract Value: \$ 240,640.00
Compliance with Human Resources requirements? Yes: _____ No: _____
Compliance verified by: N/A - Funding Agreement

COUNTY COUNSEL: (Must approve all contracts and MOU's)

Approved: ✓ Disapproved: _____ Date: 6/15/17 By: JOS
Approved: _____ Disapproved: _____ Date: _____ By: _____

COUNTY COUNSEL
JUN 15 PM 1:39

PLEASE FORWARD TO RISK MANAGEMENT. THANKS!

RISK MANAGEMENT: (All contracts and MOU's except boilerplate grant funding agreements)

Approved: ✓ Disapproved: _____ Date: 6-19-17 By: [Signature]
Approved: _____ Disapproved: _____ Date: _____ By: _____

Compliance in Epix-012608

PM4:19 HR/RM JUN 15 '17

OTHER APPROVAL: (Specify department(s) participating or directly affected by this contract).

Departments: _____
Approved: _____ Disapproved: _____ Date: _____ By: _____
Approved: _____ Disapproved: _____ Date: _____ By: _____

FUNDING AGREEMENT #089-F1811

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 organization 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 “Recipient”).

RECITALS

WHEREAS, County wishes to encourage economic development in the County by supporting and promoting tourism, entertainment, business, and leisure travel activities through the 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 which enhance tourism and industry, and/or local community events which 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 1

Scope of Services: Recipient shall perform services and provide deliverables described in Exhibit “A” marked “Scope of Work,” incorporated herein and made by reference a part hereof. 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”.

ARTICLE 2

Term: This Agreement shall become effective when fully executed by the parties hereto and shall cover the period of July 1, 2017 through June 30, 2019.

The parties may mutually agree to extend the Agreement for one additional two-year term. County shall notify Recipient at least sixty (60) days prior to the termination date of this Agreement if it does not intend to extend the Agreement.

ARTICLE 3

Payment and Use of Funds: County agrees to pay Recipient in equal installments of \$30,080.00 each in accordance with the following schedule:

Fiscal Year 2017-18:

- Installment 1: Within thirty (30) days of execution of this Agreement
- Installment 2: Not later than November 1, 2017
- Installment 3: Not later than February 1, 2018
- Installment 4: Not later than May 1, 2018

Fiscal Year 2018-19:

- Installment 1: Not later than August 1, 2018
- Installment 2: Not later than November 1, 2018
- Installment 3: Not later than February 1, 2019
- Installment 4: Not later than May 1, 2019

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 \$240,640.00.

ARTICLE 4

Reports Required: Recipient shall submit a written Annual Report to the Contract Administrator no later than September 1st of each contract year. The Annual Report shall include a narrative summary of the activities and deliverables identified in Exhibit "A", Scope of Work.

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, including the Comptroller General of the United States.

The provisions of this Article 4 shall survive termination of this Agreement.

ARTICLE 5

Public Aspect: Recipient agrees to provide a component within the Recipient's Scope of Work that is open to the general public. For any performance or event resulting from Recipient's acceptance of this funding, a minimum of two complimentary tickets will be made available to the County for the purpose of assessing compliance with the Funding Agreement terms and conditions.

ARTICLE 6

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

ARTICLE 7

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

ARTICLE 8

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 the 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 9

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 10

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 11

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

ARTICLE 12

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

ARTICLE 13

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 contract, all books, records and documentation necessary to demonstrate performance under the Agreement.

ARTICLE 14

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 party giving notice so elects in a subsequent written notice after the time to cure has expired. In the event of termination for default, County reserves the right to take over and complete the work by contract or by any other means.

- B. Bankruptcy: This Agreement, at the option of the County, shall be terminable in the case of bankruptcy, voluntary or involuntary, or insolvency of Recipient.
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COUNTY OF EL DORADO
Chief Administrative Office
330 Fair Lane
Placerville, CA 95667
ATTN: Don Ashton, Chief Administrative Officer
or to such other location as the County directs.

Notices to Recipient shall be addressed as follows:

EL DORADO HILLS CHAMBER OF COMMERCE
2085 Vine Street, Suite 105
El Dorado Hills, CA 95762
ATTN: Debbie Manning, President/CEO & Secretary

or to such other location as Recipient directs.

ARTICLE 16

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 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.

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- C. Automobile Liability Insurance of not less than \$1,000,000.00 is required in the event motor vehicles are used by the Recipient in the performance of the Agreement.
- D. Recipient shall furnish a certificate of insurance satisfactory to the County of El Dorado Risk Manager as evidence that the insurance required above is being maintained.
- E. The insurance will be issued by an insurance company acceptable to Risk Management, or be provided through partial or total self-insurance likewise acceptable to Risk Management.
- F. Recipient agrees that the insurance required above 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 the 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.
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- H. The Recipient's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees or volunteers shall be in excess of the Recipient's insurance and shall not contribute with it.
- I. Any deductibles or self-insured retentions must be declared to and approved by the County, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the County, its officers, officials, employees and volunteers; or the Recipient shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.
- J. 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.
- K. 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.
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Nondiscrimination: In completing the Scope of Work, employing personnel, or in any other respect of this Agreement, Recipient shall not employ discriminatory practices on the basis of race, color, sex, age, religion, sexual orientation, national origin or ancestry, or physical or mental disability.

ARTICLE 23

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 24

Administrator: The County Officer or employee with responsibility for administering this Agreement is Don Ashton, Chief Administrative Officer, or designee.

ARTICLE 25

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.

ARTICLE 26

Venue: 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 27

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 28

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

ARTICLE 29

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 30

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 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

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 --

Dated: _____

By: _____
Purchasing Agent
"County"

-- RECIPIENT --

Dated: _____

EL DORADO HILLS CHAMBER OF COMMERCE
A NON-PROFIT ORGANIZATION

By: _____
Debbie Manning
President/CEO & Secretary
"Recipient"

Exhibit "A"
Scope of Work
July 1, 2017 through June 30, 2019

El Dorado Hills Chamber of Commerce
Economic Development Funding Agreement

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

Activity:	Deliverable(s):	Activity Completion Date:
<p>Operation of the California Welcome Center ("Center") which provides information regarding recreational and tourism activities in the El Dorado County area, as well as statewide tourism information. The Center will be open during regular business hours, seven days a week, except Thanksgiving, Christmas, and Easter.</p>	<ol style="list-style-type: none"> 1. Operation of the Visitor Center during normal visitor hours. <ol style="list-style-type: none"> a. Keep the Center stocked with appropriate state and local visitor materials. b. Keep the Center staffed to answer questions on an as-needed basis. c. Highlight El Dorado County wines, arts, and unique sales items. 2. Attraction of at least 12,000 annual visitors to the Center. <ol style="list-style-type: none"> a. A majority of attendees from outside El Dorado County as demonstrated by visitor survey data. A best effort to attract 50% of visitors from outside the local Sacramento region. 	<p>June 30, 2019</p>

CONTRACT ROUTING SHEET

Date Prepared: June 15, 2017

Need Date: June 22, 2017

PROCESSING DEPARTMENT:
 Department: Procurement & Contracts
 Dept. Contact: Linda Silacci-Smith
 Phone: x5417
 Department Head Signature: [Signature]

CONTRACTOR:
 Name: El Dorado Arts Council
 Address: P.O. Box 2400
Placerville, CA 95667
 Phone: (530) 295-3496

CONTRACTING DEPARTMENT: Economic Development
 Service Requested: Funding Agreement
 Contract Term: 2 Years Contract Value: \$ 191,622.00
 Compliance with Human Resources requirements? Yes: _____ No: _____
 Compliance verified by: N/A - Funding Agreement

COUNTY COUNSEL: (Must approve all contracts and MOU's)
 Approved: ✓ Disapproved: _____ Date: 6/15/17 By: JDS
 Approved: _____ Disapproved: _____ Date: _____ By: _____

EL DORADO COUNTY COUNSEL
 2017 JUN 15 PM 1:39

PLEASE FORWARD TO RISK MANAGEMENT. THANKS!
RISK MANAGEMENT: (All contracts and MOU's except boilerplate grant funding agreements)
 Approved: ✓ Disapproved: _____ Date: 6-19-17 By: [Signature]
 Approved: _____ Disapproved: _____ Date: _____ By: _____

Requested updated WC - 6/15/17
Approve pending receipt of WC certificate/evidence.

OTHER APPROVAL: (Specify department(s) participating or directly affected by this contract).
 Departments: _____
 Approved: _____ Disapproved: _____ Date: _____ By: _____
 Approved: _____ Disapproved: _____ Date: _____ By: _____

FUNDING AGREEMENT #090-F1811

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 Arts Council, a non-profit organization duly qualified to conduct business in the State of California whose mailing address is P.O. Box 2400, Placerville, California 95667 (hereinafter referred to as “Recipient”).

RECITALS

WHEREAS, County wishes to encourage economic development in the County by supporting and promoting tourism, entertainment, business, and leisure travel activities through the 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 which enhance tourism and industry, and/or local community events which 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 1

Scope of Work: Recipient shall perform services and provide deliverables described in Exhibit “A” marked “Scope of Work”, incorporated herein and made by reference a part hereof. 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”.

ARTICLE 2

Term: This Agreement shall become effective when fully executed by the parties hereto and shall cover the period of July 1, 2017 through June 30, 2019.

The parties may mutually agree to extend the Agreement for one additional two-year term. County shall notify Recipient at least sixty (60) days prior to the termination date of this Agreement if it does not intend to extend the Agreement.

ARTICLE 3

Payment and Use of Funds: County agrees to pay Recipient in equal installments of \$23,952.75 each in accordance with the following schedule:

Fiscal Year 2017-18:

- Installment 1: Within thirty (30) days of execution of this Agreement
- Installment 2: Not later than November 1, 2017
- Installment 3: Not later than February 1, 2018
- Installment 4: Not later than May 1, 2018

Fiscal Year 2018-19:

Funding for Fiscal Year 2018-19 is subject to the County’s receipt and acceptance of a detailed Scope of Work for that year. Such Scope of Work shall be submitted to the Contract Administrator no later than April 1, 2018.

- Installment 1: Not later than August 1, 2018
- Installment 2: Not later than November 1, 2018
- Installment 3: Not later than February 1, 2019
- Installment 4: Not later than May 1, 2019

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 \$191,622.00.

ARTICLE 4

Reports Required: Recipient shall submit a written Annual Report to the Contract Administrator no later than September 1st of each contract year. The Annual Report shall include a narrative summary of the activities and deliverables identified in Exhibit “A”, Scope of Work.

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, including the Comptroller General of the United States.

The provisions of this Article 4 shall survive termination of this Agreement.

ARTICLE 5

Public Aspect: Recipient agrees to provide a component within the Recipient's Scope of Work that is open to the general public. For any performance or event resulting from Recipient's acceptance of this funding, a minimum of two complimentary tickets will be made available to the County for the purpose of assessing compliance with the Funding Agreement terms and conditions.

ARTICLE 6

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

ARTICLE 7

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

ARTICLE 8

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 the 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 9

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 10

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 11

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

ARTICLE 12

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

ARTICLE 13

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 contract, all books, records and documentation necessary to demonstrate performance under the Agreement.

ARTICLE 14

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 party giving notice so elects in a subsequent written notice after the time to cure has expired. In the event of termination for default, County reserves the right to take over and complete the work by contract or by any other means.

- B. **Bankruptcy:** This Agreement, at the option of the County, shall be terminable in the case of bankruptcy, voluntary or involuntary, or insolvency of Recipient.
- C. **Ceasing Performance:** County may terminate this Agreement in the event Recipient ceases to operate as a business, or otherwise becomes unable to substantially perform any term or condition of this Agreement.

ARTICLE 15

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:

COUNTY OF EL DORADO
Chief Administrative Office
330 Fair Lane
Placerville, CA 95667
ATTN: Don Ashton, Chief Administrative Officer
or to such other location as the County directs.

Notices to Recipient shall be addressed as follows:

EL DORADO ARTS COUNCIL
P.O. Box 2400
Placerville, CA 95667
ATTN: Terry LeMoncheck, Executive Director
or to such other location as Recipient directs.

ARTICLE 16

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 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 17

Indemnity: The Recipient 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 Recipient's services, operations, or performance hereunder, regardless of the existence or degree of fault or negligence on the part of the County, the Recipient, 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 Recipient to indemnify and save County harmless includes the duties to defend set forth in California Civil Code Section 2778.

ARTICLE 18

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

- A. Full Worker's Compensation and Employer's 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 \$1,000,000.00 combined single limit per occurrence for bodily injury and property damage and a \$2,000,000.00 aggregate limit.
- C. Automobile Liability Insurance of not less than \$1,000,000.00 is required in the event motor vehicles are used by the Recipient in the performance of the Agreement.
- D. Recipient shall furnish a certificate of insurance satisfactory to the County of El Dorado Risk Manager as evidence that the insurance required above is being maintained.
- E. The insurance will be issued by an insurance company acceptable to Risk Management, or be provided through partial or total self-insurance likewise acceptable to Risk Management.
- F. Recipient agrees that the insurance required above 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 the 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.

- G. The certificate of insurance must include the following provisions stating that:
1. The insurer will not cancel the insured's coverage without 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.
- H. The Recipient's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees or volunteers shall be in excess of the Recipient's insurance and shall not contribute with it.
- I. Any deductibles or self-insured retentions must be declared to and approved by the County, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the County, its officers, officials, employees and volunteers; or the Recipient shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.
- J. 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.
- K. 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.
- L. Recipient's obligations shall not be limited by the foregoing insurance requirements and shall survive expiration of this Agreement.
- M. 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.
- N. 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 19

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 20

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 21

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. Recipient 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 Recipient relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement either party may immediately terminate this Agreement by giving written notice as detailed in the Article in the Agreement titled, "Default, Termination and Cancellation".

ARTICLE 22

Nondiscrimination: In completing the Scope of Work, employing personnel, or in any other respect of this Agreement, Recipient shall not employ discriminatory practices on the basis of race, color, sex, age, religion, sexual orientation, national origin or ancestry, or physical or mental disability.

ARTICLE 23

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 24

Administrator: The County Officer or employee with responsibility for administering this Agreement is Don Ashton, Chief Administrative Officer, or designee.

ARTICLE 25

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.

ARTICLE 26

Venue: 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 27

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 28

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

ARTICLE 29

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 30

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 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

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 --

Dated: _____

By: _____
Purchasing Agent
"County"

-- RECIPIENT --

Dated: _____
EL DORADO ARTS COUNCIL
A NON-PROFIT ORGANIZATION

By: _____
Terry LeMoncheck
Executive Director
"Recipient"

Exhibit "A"
Scope of Work – FY 2017-18

El Dorado Arts Council
Economic Development Funding Agreement

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

Activity:	Deliverable(s):	Activity Completion Date:
<p>Develop no fewer than four (4) curated exhibitions within the El Dorado Arts Council gallery space, and at spaces around El Dorado County, that demonstrate new art forms, highlight area heritage, focus attention on local artists, and forge local arts partnerships.</p>	<ol style="list-style-type: none"> 1. Completion of Events: <ol style="list-style-type: none"> a. Hiring of El Dorado County artists to exhibit and perform at events, as dictated by event content. 2. Attraction of a minimum 1,000 annual attendees combined at events. <ol style="list-style-type: none"> b. At least 20% of Event attendees from outside El Dorado County as demonstrated by ticket sales data. Generation of at least 100 bed nights for El Dorado County hoteliers as demonstrated by polling of area hoteliers in conjunction with arts events. Produce a plan to work with local visitor and economic development partners to market and package events for visitors. 	<p>June 30, 2018</p>
<p>Offer a minimum of 8 standing programs and services that support local El Dorado County artists: Poetry Out Loud, Veterans Voices, Arts Incubator, Art Partners, Networking, Poet Laureate, Events Calendar, Studio Tour Preview.</p>	<ol style="list-style-type: none"> 1. Completion of Events: <ol style="list-style-type: none"> c. Hiring of El Dorado County artists to exhibit and perform at Events. 2. Attraction of a minimum 1,000 annual attendees combined at events. <ol style="list-style-type: none"> d. At least 20% of Event attendees from outside El Dorado County as demonstrated by ticket sales data. Generation of at least 500 bed nights for El Dorado County hoteliers as demonstrated by polling of area hoteliers in conjunction with arts events. 	<p>June 30, 2018</p>

CONTRACT ROUTING SHEET

Date Prepared: June 15, 2017

Need Date: June 22, 2017

PROCESSING DEPARTMENT:

Department: Procurement & Contracts
Dept. Contact: Linda Silacci-Smith
Phone: x5417
Department
Head Signature: [Signature]

CONTRACTOR:

Lake Tahoe South Shore
Name: Chamber of Commerce
Address: P.O. Box 17181
South Lake Tahoe, CA 96151
Phone: (775) 588-1728

CONTRACTING DEPARTMENT: Economic Development

Service Requested: Funding Agreement
Contract Term: 2 Years Contract Value: \$ 157,900.00
Compliance with Human Resources requirements? Yes: _____ No: _____
Compliance verified by: N/A - Funding Agreement

COUNTY COUNSEL: (Must approve all contracts and MOU's)

Approved: ✓ Disapproved: _____ Date: 6/15/17 By: JDS
Approved: _____ Disapproved: _____ Date: _____ By: _____

ALL DOCUMENTS TO COUNTY COUNSEL
2017 JUN 15 PM 1:39

PLEASE FORWARD TO RISK MANAGEMENT. THANKS!

RISK MANAGEMENT: (All contracts and MOU's except boilerplate grant funding agreements)

Approved: ✓ Disapproved: _____ Date: 6-19-17 By: [Signature]
Approved: _____ Disapproved: _____ Date: _____ By: _____

Compliant in RMA - Vendor #023290

PH: 10:10 AM JUN 15 '17

OTHER APPROVAL: (Specify department(s) participating or directly affected by this contract).

Departments: _____
Approved: _____ Disapproved: _____ Date: _____ By: _____
Approved: _____ Disapproved: _____ Date: _____ By: _____

FUNDING AGREEMENT #085-F1811

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 Lake Tahoe South Shore Chamber of Commerce, a non-profit organization duly qualified to conduct business in the State of California whose mailing address is P.O. Box 17181, South Lake Tahoe, California 96151 (hereinafter referred to as “Recipient”).

RECITALS

WHEREAS, County wishes to encourage economic development in the County by supporting and promoting tourism, entertainment, business, and leisure travel activities through the 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 which enhance tourism and industry, and/or local community events which 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 1

Scope of Work: Recipient shall perform services and provide deliverables described in Exhibits “A1” through “A6” marked “Scope of Work”, incorporated herein and made by reference a part hereof. It is understood that funding provided by County is not intended to fully fund the services and deliverables described in Exhibits “A1” through “A6”. Recipient is responsible for securing other sources of funding necessary to fully fund and deliver the services and deliverables described in Exhibits “A1” through “A6”.

ARTICLE 2

Term: This Agreement shall become effective when fully executed by the parties hereto and shall cover the period of July 1, 2017 through June 30, 2019.

The parties may mutually agree to extend the Agreement for one additional two-year term. County shall notify Recipient at least sixty (60) days prior to the termination date of this Agreement if it does not intend to extend the Agreement.

ARTICLE 3

Payment and Use of Funds: County agrees to pay Recipient in equal installments of \$19,737.50 each in accordance with the following schedule:

Fiscal Year 2017-18:

- Installment 1: Within thirty (30) days of execution of this Agreement
- Installment 2: Not later than November 1, 2017
- Installment 3: Not later than February 1, 2018
- Installment 4: Not later than May 1, 2018

Fiscal Year 2018-19:

Funding for Fiscal Year 2018-19 is subject to the County's receipt and acceptance of a detailed Scope of Work for that year. Such Scope of Work shall be submitted to the Contract Administrator no later than April 1, 2018.

- Installment 1: Not later than August 1, 2018
- Installment 2: Not later than November 1, 2018
- Installment 3: Not later than February 1, 2019
- Installment 4: Not later than May 1, 2019

Funding shall be used solely for the purposes described in Exhibits "A1" through "A6". 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 \$157,900.00.

ARTICLE 4

Reports Required: Recipient shall submit a written Annual Report to the Contract Administrator no later than September 1st of each contract year. The Annual Report shall include a narrative summary of the activities and deliverables identified in Exhibits "A1" through "A6", Scope of Work.

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, including the Comptroller General of the United States.

The provisions of this Article 4 shall survive termination of this Agreement.

ARTICLE 5

Public Aspect: Recipient agrees to provide a component within the Recipient's Scope of Work that is open to the general public. For any performance or event resulting from Recipient's acceptance of this funding, a minimum of two complimentary tickets will be made available to the County for the purpose of assessing compliance with the funding agreement terms and conditions.

ARTICLE 6

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

ARTICLE 7

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

ARTICLE 8

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 the 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 9

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 10

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 11

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

ARTICLE 12

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

ARTICLE 13

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 contract, all books, records and documentation necessary to demonstrate performance under the Agreement.

ARTICLE 14

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 party giving notice so elects in a subsequent written notice after the time to cure has expired. In the event of termination for default, County reserves the right to take over and complete the work by contract or by any other means.

- B. **Bankruptcy:** This Agreement, at the option of the County, shall be terminable in the case of bankruptcy, voluntary or involuntary, or insolvency of Recipient.
- C. **Ceasing Performance:** County may terminate this Agreement in the event Recipient ceases to operate as a business, or otherwise becomes unable to substantially perform any term or condition of this Agreement.

ARTICLE 15

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:

COUNTY OF EL DORADO
Chief Administrative Office
330 Fair Lane
Placerville, CA 95667
ATTN: Don Ashton, Chief Administrative Officer

or to such other location as the County directs.

Notices to Recipient shall be addressed as follows:

LAKE TAHOE SOUTH SHORE CHAMBER OF COMMERCE
P.O. Box 17181
South Lake Tahoe, CA 96151
ATTN: Steve Teshara, Chief Executive Officer

or to such other location as Recipient directs.

ARTICLE 16

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 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 17

Indemnity: The Recipient 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 Recipient's services, operations, or performance hereunder, regardless of the existence or degree of fault or negligence on the part of the County, the Recipient, 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 Recipient to indemnify and save County harmless includes the duties to defend set forth in California Civil Code Section 2778.

ARTICLE 18

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

- A. Full Worker's Compensation and Employer's 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 \$1,000,000.00 combined single limit per occurrence for bodily injury and property damage and a \$2,000,000.00 aggregate limit.
- C. Automobile Liability Insurance of not less than \$1,000,000.00 is required in the event motor vehicles are used by the Recipient in the performance of the Agreement.
- D. Recipient shall furnish a certificate of insurance satisfactory to the County of El Dorado Risk Manager as evidence that the insurance required above is being maintained.
- E. The insurance will be issued by an insurance company acceptable to Risk Management, or be provided through partial or total self-insurance likewise acceptable to Risk Management.
- F. Recipient agrees that the insurance required above 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 the 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.

- G. The certificate of insurance must include the following provisions stating that:
1. The insurer will not cancel the insured's coverage without 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.
- H. The Recipient's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees or volunteers shall be in excess of the Recipient's insurance and shall not contribute with it.
- I. Any deductibles or self-insured retentions must be declared to and approved by the County, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the County, its officers, officials, employees and volunteers; or the Recipient shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.
- J. 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.
- K. 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.
- L. Recipient's obligations shall not be limited by the foregoing insurance requirements and shall survive expiration of this Agreement.
- M. 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.
- N. 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 19

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 20

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 21

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. Recipient 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 Recipient relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement either party may immediately terminate this Agreement by giving written notice as detailed in the Article in the Agreement titled, "Default, Termination and Cancellation".

ARTICLE 22

Nondiscrimination: In completing the Scope of Work, employing personnel, or in any other respect of this Agreement, Recipient shall not employ discriminatory practices on the basis of race, color, sex, age, religion, sexual orientation, national origin or ancestry, or physical or mental disability.

ARTICLE 23

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 24

Administrator: The County Officer or employee with responsibility for administering this Agreement is Don Ashton, Chief Administrative Officer, or designee.

ARTICLE 25

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.

ARTICLE 26

Venue: 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 27

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 28

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

ARTICLE 29

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 30

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 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

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 --

Dated: _____

By: _____
Purchasing Agent
"County"

-- RECIPIENT --

Dated: _____

LAKE TAHOE SOUTH SHORE CHAMBER OF COMMERCE
A NON-PROFIT ORGANIZATION

By: _____
Steve Teshara
Chief Executive Officer
"Recipient"

By: _____
Corporate Secretary

Date: _____

Exhibit 'A1'
Scope of Work – FY 2017-18

Lake Tahoe South Shore Chamber of Commerce
Economic Development Funding Agreement

Summary of Proposed Program Changes

Each year of our County partnership, we work to learn and build on our successes with each program. Accordingly, these changes are based on the lessons and continuing evolution of each program during FY 2016-2017.

Sample the Sierra “Farm-to-Fork” Festival 2017

- County Funding: \$20,800. No change from total County funding in 2016.
- Work Plan will target more Chamber and sponsor resources on event marketing and promotion.
- Restaurant Week has been eliminated to focus more attention on expanding and growing consumer awareness of the South Tahoe Restaurant Association.

South Tahoe Restaurant Association

- \$2,000 has been shifted from the Guest Service Ambassadors project to bolster the digital marketing outreach and awareness campaign in support of this growing Association. Outcomes from this year’s initiatives include a new name, logo and tag line - ***Elevate Your Palate***. The Association will be the wine glass sponsor for this year’s Sample the Sierra Festival.
- Total County Funding: \$14,800.

GO Local Shop and Dine Program

- \$3,000 has been shifted from the Guest Service Ambassadors project to further expand this “shop and dine local” initiative, which experienced significant growth and development during FY 2016-2017. The success of the GO Local program was the catalyst for Tahoe Chamber’s new Retailers group. The shift of \$3,000 in County funding along with added Chamber and participant resources will accelerate continued program expansion and promotion.
- Total County Funding: \$13,200.

Level Up Workshops

- County Funding: \$10,000. No change from total County Funding in 2016.
- 2017-2018 workshop series will continue to draw upon speakers with local and regional expertise. 2016-17 has seen measurable growth in the number of workshop participants.
- The Annual Lake Tahoe Tourism Forum will continue as part of the Level Up series.
- Tahoe Chamber will continue promoting Level Up Workshop packages, such as “Register for three workshops, get one free”.

Guest Service Ambassadors Project

- County funding reduced by \$5,000 (see program funding shifts above) to total of \$20,150.
- This change is made possible by the evolution of our partnership with the ADVANCE Adult Education Consortium housed at Lake Tahoe Community College (LTCC). ADVANCE is taking on additional responsibilities for curriculum development and customer (guest) service training, while the Chamber takes on more responsibility for the marketing and promotion of these training programs, including our new on-line Customer Service Training program available on our tahoechamber.org web site.

DRAFT

Exhibit "A2"

Scope of Work – FY 2017-18

Lake Tahoe South Shore Chamber of Commerce
Economic Development Funding Agreement

Sample the Sierra

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

Activity:	Deliverable(s):	Activity Completion Date:
An active multi-media marketing and public relations campaign directed at the "Deliberate" and "Opportunistic" culinary visitors, including radio, print, and social media channels and SampletheSierra.com .	<ol style="list-style-type: none">1. Continue to increase vendor participation over prior years.2. Continue to increase attendee participation over prior years.3. Drive incremental business during a non-holiday weekend by partnering with local lodging properties to offer weekend discounts or specials.	September 30, 2017
Enhance targeting of County and Chamber resources to improve festival's ability to feature products produced within El Dorado County; support an expanding, sustainable "Farm-to-Fork" relationship within the County.	<ol style="list-style-type: none">1. Pair participating restaurants with ten farmers/producers from El Dorado County.2. Solicit ten El Dorado County wineries to participate at the event and to be paired with participating restaurants.	September 30, 2017

Exhibit "A3"
Scope of Work – FY 2017-18

Lake Tahoe South Shore Chamber of Commerce
Economic Development Funding Agreement

South Tahoe Restaurant Association (STRA)

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

Activity:	Deliverable(s):	Activity Completion Date:
Support the group in development of new initiatives to improve local culinary offerings and experiences.	<ol style="list-style-type: none"> 4. Continue monthly meetings with Chamber staff facilitation and administrative support. 5. Expand marketing and PR in support of the Association brand, logo and tagline; e.g., Association is the glass sponsor for Sample the Sierra 2017. 6. Develop and deliver educational opportunities to STRA participants, including from resources such as the California Restaurant Association; expand number of STRA participants. 	June 30, 2018
STRA to be seen as leaders of culinary offerings and resources on the South Shore.	<ol style="list-style-type: none"> 1. Continue STRA contributions to the Culinary Training and related programs at Lake Tahoe Community College (LTCC) and ADVANCE Adult Education Consortium (ADVANCE). 	June 30, 2018

Exhibit "A4"
Scope of Work – FY 2017-18

Lake Tahoe South Shore Chamber of Commerce
Economic Development Funding Agreement

GO Local Shop and Dine Program

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

Activity:	Deliverable(s):	Activity Completion Date:
Increase the amount of GO Local offerings throughout the South Shore community.	<ol style="list-style-type: none"> 1. Create shoulder season promotions to help drive business during slower periods. 2. Continue the GO Local Holiday Shopping campaign as a signature annual campaign. 	June 30, 2018
Expand marketing of the GO Local Brand.	<ol style="list-style-type: none"> 1. Create a designated web site landing page to drive more traffic to participating retail and restaurant participants; expand number of participants. 2. Establish tracking analytics to better measure program performance. 	June 30, 2018

Exhibit "A5"
Scope of Work – FY 2017-18

Lake Tahoe South Shore Chamber of Commerce
Economic Development Funding Agreement

Level UP Workshop Series

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

Activity:	Deliverable(s):	Activity Completion Date:
Expand workshop series designed to provide access to education and resources for small businesses.	<ol style="list-style-type: none"> 1. Plan and host a minimum of 8 business development workshops during the year. 2. Continue to expand workshop marketing, e.g., "Register for 3, get 1 free". 	June 20, 2018
Continue the Annual Lake Tahoe Tourism Forum in partnership with Tahoe South destination.	<ol style="list-style-type: none"> 1. Secure a regionally or nationally recognized Tourism Expert for keynote speaker. 2. Create take home piece for attendees to use in their day to day operations. 	May 1, 2018

Exhibit "A6"
Scope of Work – FY 2017-18

Lake Tahoe South Shore Chamber of Commerce
Economic Development Funding Agreement

Workforce Development Program
(Formerly Guest Services Ambassador Program)

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

Activity:	Deliverable(s):	Activity Completion Date:
Coordinate with HTRR Program Management	<ol style="list-style-type: none"> 3. Broaden program definition to fully embrace the Hospitality, Tourism, Recreation, and Retail sectors (HTRR) as encompassed by the ADVANCE HTRR Adult Education Consortium Program at Lake Tahoe Community College. 4. Continue to support Chamber-ADVANCE Customer Service "Boot Camp" Program. 5. Add a new customized business coaching program tailored to interested individual businesses. 	June 30, 2018
Launch new marketing campaign	<ol style="list-style-type: none"> 1. Actively market Tahoe Chamber's new on-line Customer Service Training Program. 	June 30, 2018

CONTRACT ROUTING SHEET

Date Prepared: June 15, 2017

Need Date: June 22, 2017

PROCESSING DEPARTMENT:

Department: Procurement & Contracts
Dept. Contact: Linda Silacci-Smith
Phone: x5417
Department
Head Signature: [Signature]

CONTRACTOR:

Name: Tahoe Prosperity Center
Address: 948 Incline Way
Incline Village, NV 89451
Phone: (775) 298-0265

CONTRACTING DEPARTMENT: Economic Development

Service Requested: Funding Agreement
Contract Term: 2 Years Contract Value: \$ 50,000.00
Compliance with Human Resources requirements? Yes: _____ No: _____
Compliance verified by: N/A - Funding Agreement

COUNTY COUNSEL: (Must approve all contracts and MOU's)

Approved: ✓ Disapproved: _____ Date: 6/15/17 By: JDS
Approved: _____ Disapproved: _____ Date: _____ By: _____

EDD COUNTY COUNSEL
2017 JUN 15 PM 1:39

PLEASE FORWARD TO RISK MANAGEMENT. THANKS!

RISK MANAGEMENT: (All contracts and MOU's except boilerplate grant funding agreements)

Approved: ✓ Disapproved: _____ Date: 6-19-17 By: [Signature]
Approved: _____ Disapproved: _____ Date: _____ By: _____

Compliant in EDR - vendor # 026549

2017 JUN 15 PM 1:39

OTHER APPROVAL: (Specify department(s) participating or directly affected by this contract).

Departments: _____
Approved: _____ Disapproved: _____ Date: _____ By: _____
Approved: _____ Disapproved: _____ Date: _____ By: _____

FUNDING AGREEMENT #087-F1811

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 Tahoe Prosperity Center, a non-profit organization duly qualified to conduct business in the State of California whose mailing address is 948 Incline Way, Incline Village, NV 89451 (hereinafter referred to as “Recipient”).

RECITALS

WHEREAS, County wishes to encourage economic development in the County by supporting and promoting tourism, entertainment, business, and leisure travel activities through the 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 which enhance tourism and industry, and/or local community events which 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 1

Scope of Work: Recipient shall perform services and provide deliverables described in Exhibit “A”, marked “Scope of Work”, incorporated herein and made by reference a part hereof. 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”.

ARTICLE 2

Term: This Agreement shall become effective when fully executed by the parties hereto and shall cover the period of July 1, 2017 through June 30, 2019.

The parties may mutually agree to extend the Agreement for one additional two-year term. County shall notify Recipient at least sixty (60) days prior to the termination date of this Agreement if it does not intend to extend the Agreement.

ARTICLE 3

Payment and Use of Funds: County agrees to pay Recipient in equal installments of \$6,250.00 each in accordance with the following schedule:

Fiscal Year 2017-18:

- Installment 1: Within thirty (30) days of execution of this Agreement
- Installment 2: Not later than November 1, 2017
- Installment 3: Not later than February 1, 2018
- Installment 4: Not later than May 1, 2018

Fiscal Year 2018-19:

Funding for Fiscal Year 2018-19 is subject to the County's receipt and acceptance of a detailed Scope of Work for that year. Such Scope of Work shall be submitted to the Contract Administrator no later than April 1, 2018.

- Installment 1: Not later than August 1, 2018
- Installment 2: Not later than November 1, 2018
- Installment 3: Not later than February 1, 2019
- Installment 4: Not later than May 1, 2019

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 \$50,000.00.

ARTICLE 4

Reports Required: Recipient shall submit a written Annual Report to the Contract Administrator no later than September 1st of each contract year. The Annual Report shall include a narrative summary of the activities and deliverables identified in Exhibit "A", Scope of Work.

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, including the Comptroller General of the United States.

The provisions of this Article 4 shall survive termination of this Agreement.

ARTICLE 5

Public Aspect: Recipient agrees to provide a component within the Recipient's Scope of Work that is open to the general public. For any performance or event resulting from Recipient's acceptance of this funding, a minimum of two complimentary tickets will be made available to the County for the purpose of assessing compliance with the funding agreement terms and conditions.

ARTICLE 6

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

ARTICLE 7

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

ARTICLE 8

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 the 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 9

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 10

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 11

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

ARTICLE 12

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

ARTICLE 13

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 contract, all books, records and documentation necessary to demonstrate performance under the Agreement.

ARTICLE 14

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 party giving notice so elects in a subsequent written notice after the time to cure has expired. In the event of termination for default, County reserves the right to take over and complete the work by contract or by any other means.

- B. Bankruptcy: This Agreement, at the option of the County, shall be terminable in the case of bankruptcy, voluntary or involuntary, or insolvency of Recipient.
- C. Ceasing Performance: County may terminate this Agreement in the event Recipient ceases to operate as a business, or otherwise becomes unable to substantially perform any term or condition of this Agreement.

ARTICLE 15

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:

COUNTY OF EL DORADO
Chief Administrative Office
330 Fair Lane
Placerville, CA 95667
ATTN: Don Ashton, Chief Administrative Officer
or to such other location as the County directs.

Notices to Recipient shall be addressed as follows:

TAHOE PROSPERITY CENTER
948 Incline Way
Incline Village, NV 89451
ATTN: Ken Riley, Board Chair

or to such other location as Recipient directs.

ARTICLE 16

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 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 17

Indemnity: The Recipient 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 Recipient's services, operations, or performance hereunder, regardless of the existence or degree of fault or negligence on the part of the County, the Recipient, 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 Recipient to indemnify and save County harmless includes the duties to defend set forth in California Civil Code Section 2778.

ARTICLE 18

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

- A. Full Worker's Compensation and Employer's 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 \$1,000,000.00 combined single limit per occurrence for bodily injury and property damage and a \$2,000,000.00 aggregate limit.
- C. Automobile Liability Insurance of not less than \$1,000,000.00 is required in the event motor vehicles are used by the Recipient in the performance of the Agreement.
- D. Recipient shall furnish a certificate of insurance satisfactory to the County of El Dorado Risk Manager as evidence that the insurance required above is being maintained.
- E. The insurance will be issued by an insurance company acceptable to Risk Management, or be provided through partial or total self-insurance likewise acceptable to Risk Management.
- F. Recipient agrees that the insurance required above 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 the 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.

- G. The certificate of insurance must include the following provisions stating that:
1. The insurer will not cancel the insured's coverage without 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.
- H. The Recipient's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees or volunteers shall be in excess of the Recipient's insurance and shall not contribute with it.
- I. Any deductibles or self-insured retentions must be declared to and approved by the County, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the County, its officers, officials, employees and volunteers; or the Recipient shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.
- J. 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.
- K. 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.
- L. Recipient's obligations shall not be limited by the foregoing insurance requirements and shall survive expiration of this Agreement.
- M. 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.
- N. 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 19

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 20

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 21

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. Recipient 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 Recipient relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement either party may immediately terminate this Agreement by giving written notice as detailed in the Article in the Agreement titled, "Default, Termination and Cancellation".

ARTICLE 22

Nondiscrimination: In completing the Scope of Work, employing personnel, or in any other respect of this Agreement, Recipient shall not employ discriminatory practices on the basis of race, color, sex, age, religion, sexual orientation, national origin or ancestry, or physical or mental disability.

ARTICLE 23

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 24

Administrator: The County Officer or employee with responsibility for administering this Agreement is Don Ashton, Chief Administrative Officer, or designee.

ARTICLE 25

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.

ARTICLE 26

Venue: 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 27

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 28

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

ARTICLE 29

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 30

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 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

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 --

Dated: _____

By: _____
Purchasing Agent
"County"

-- RECIPIENT --

Dated: _____
TAHOE PROSPERITY CENTER
A NON-PROFIT ORGANIZATION

By: _____
Ken Riley
Board Chair
"Recipient"

By: _____
Corporate Secretary

Date: _____

Exhibit "A"
Scope of Work – FY 2017-18

Tahoe Prosperity Center
Economic Development Funding Agreement

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

Activity:	Deliverable(s):	Activity Completion Date:
Work with regional stakeholders to implement a Broadband deployment strategy in the Tahoe Basin.	<ol style="list-style-type: none"> 1. Adopt a regional "Dig Once" policy. 2. Once the "Dig Once" policy is in place, ensure that all public works, bike trails and utility projects in the Tahoe Basin include conduit for broadband fiber. 3. Work with Internet Service Providers and Cell Phone companies to expand service and capacity in the Tahoe Basin. 	June 30, 2018
Work with regional agencies to align community and business needs with the local workforce in the Tahoe Basin.	<ol style="list-style-type: none"> 1. Working with regional partners, implement workforce housing policies to provide jobs/housing balance for the Tahoe region. 2. Share the Workforce Tahoe report with the County and include appropriate County representation on Workforce Development Strategies. 	June 30, 2018
Work with regional planning and fire suppression agencies to expand a fire camera monitoring system for the Tahoe Basin ("Alert Tahoe").	<ol style="list-style-type: none"> 1. Coordinate public private partnership funding for a fire camera in El Dorado County at Emerald Bay. 2. Coordinate public private partnership funding for a fire camera in El Dorado County at Fallen Leaf Lake. 	June 30, 2018
Complete an updated Economic Development Study for the Tahoe region (Measuring for Prosperity report) with relevant economic development data, community demographic data and an updated analysis of the region's economic revenue clusters.	<ol style="list-style-type: none"> 1. Complete the data gathering and analysis for the Economic Development Study (Measuring for Prosperity report). 2. Share the final data and analysis (Measuring for Prosperity report) with the County. 3. Work with County and Tahoe Basin representatives to ensure that data is utilized in future planning and policy decisions. 	June 30, 2018