

**AGREEMENT FOR PROVISION OF ADMINISTRATIVE SERVICES TO LAKE COUNTY  
TOURISM IMPROVEMENT DISTRICT**

This Agreement is made and entered into by and between the County of Lake, hereinafter referred to as "County", and Visit Lake County California, hereinafter referred to as "Contractor", collectively referred to as the "parties".

**1. SERVICES**

Subject to the terms and conditions set forth in this Agreement, Contractor shall provide to County the services described in the Scope of Services attached hereto and incorporated herein as Exhibit A at the time and place and in the manner specified therein. This agreement references Resolution 2018-75. In the event of a conflict in or inconsistency between the terms of this Agreement and Exhibit A - Scope of Services, Exhibit B - Fiscal Provisions, and Exhibit C - Compliance Provisions, Exhibit D - Management District Plan, and Exhibit E - Resolution 2018-75, the Agreement shall prevail.

**2. TERM**

This Agreement shall commence on July 1, 2024 and shall continue in full force and effect until June 30, 2025, or is otherwise terminated as hereinafter provided. In the event County desires to temporarily continue services after the expiration of this Agreement, such continuation shall be deemed on a month-to-month basis, subject to the same terms, covenants, and conditions contained herein.

**3. COMPENSATION**

Contractor has been selected by County to provide the services described hereunder in Exhibit "B" (Scope of Services), attached hereto. Compensation to Contractor shall not exceed the sum of One Hundred Twelve Thousand, Five Hundred Dollars (\$112,500).

The County shall compensate Contractor for services rendered, in accordance with the provisions set forth in Exhibit "B" (Fiscal Provisions), attached hereto, provided that Contractor is not in default under any provisions of this agreement. Compensation to Contractor is contingent upon appropriation of federal, state and county funds.

**4. TERMINATION**

This Agreement may be terminated by mutual consent of the parties or by County upon 30 days written notice to Contractor.

In the event of non-appropriation of funds for the services provided under this Agreement, County may terminate this Agreement, without termination charge or other liability.

Upon termination, Contractor shall be paid a prorated amount for the services provided up to the date of termination.

**5. MODIFICATION**

This Agreement may only be modified by a written amendment hereto, executed by both parties; however, matters concerning scope of services which do not affect the compensation may be modified by mutual written consent of Contractor and County executed by the County Administrative Officer.

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**6. NOTICES**

All notices between the parties shall be in writing addressed as follows:

County of Lake  
County Administrative Office  
255 N. Forbes Street  
Lakeport, CA 95453

Visit Lake County California  
Attn: Brian Fisher  
P.O. Box 712  
Lakeport, CA 95453

**7. EXHIBITS**

The Agreement Exhibits, as listed below, are incorporated herein by reference:

Exhibit A - Scope of Services  
Exhibit B - Fiscal Provisions  
Exhibit C - Compliance Provisions  
Exhibit D - Management District Plan  
Exhibit E - Resolution 2018-75

**8. TERMS AND CONDITIONS**

Contractor warrants that it will comply with all terms and conditions of this Agreement and Exhibits, and all other applicable federal, state and local laws, regulations and policies.

**9. INTEGRATION**

This Agreement, including attachments, constitutes the entire agreement between the parties regarding its subject matter and supersedes all prior Agreements, related proposals, oral and written, and all negotiations, conversations or discussions heretofore and between the parties.

Executed at Lakeport, California on \_\_\_\_\_, 2024.

COUNTY OF LAKE

CONTRACTOR

\_\_\_\_\_  
CHAIR, Board of Supervisors

  
\_\_\_\_\_  
Visit Lake County

ATTEST:  
SUSAN PARKER  
Clerk to the Board of Supervisors

APPROVED AS TO FORM:  
LLOYD GUINTIVANO  
County Counsel

By: \_\_\_\_\_

By:  \_\_\_\_\_

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**EXHIBIT "A" - SCOPE OF SERVICES**

**1. CONTRACTOR RESPONSIBILITIES**

- 1.1 Contractor shall cooperate with County and County staff in the performance of all work hereunder.
- 1.2 Contractor will provide and fund projects, programs, and activities that benefit lodging establishments within the Lake County Tourism Improvement District, hereinafter referred to as "District". These activities will be in accordance with the Parking and Business Improvement District Law of 1994 (Sections 36600 through 36671, as amended of the California Streets and Highways Code, hereinafter the "Law").
- 1.3 The Board of Supervisors, through adoption of the Management District Plan, has the right pursuant to Streets and Highways Code Section 36651, to identify the body that shall implement the proposed program, which shall be the Owners' Association of the District as defined Streets and Highways Code Section 36614.5. The Board of Supervisors has determined that Contractor shall be the Owners' Association.
- 1.4 Contractor will act as the "Owner's Association" charged with administering or implementing improvements, maintenance, and activities specified in the previously adopted Management District Plan per Section 36612. This includes, but is not limited to: the promotion of Lake County as an overnight tourism destination, the branding of Lake County as a destination, the provision for direct visitor services, securing the assistance of various partnerships in these endeavors. Funds provided per this agreement shall be used exclusively for the foregoing purpose.
- 1.5 Contractor shall maintain and update lakecounty.com, utilize paid and unpaid strategies to drive engagement for its digital marketing products (website, social media, newsletter), work with travel focused influencers of diverse backgrounds, and assist with special marketing campaigns when possible.
- 1.6 Contractor shall assist with regional tourism and Visit California initiatives when appropriate.
- 1.7 Contractor shall cooperate with the local lodging businesses to provide the services, activities and programs to promote tourism and the marketing of the District and related products, including the scenic, recreational, cultural, and other attractions in the District.
- 1.8 Contractor will provide and fund such additional projects, programs and activities to promote tourism in Lake County as may be made possible through other non-Assessment funding sources. These other funds must be accounted for separately from Assessment funds.
- 1.9 Contractor shall annually have completed a financial review by a qualified outside agency. A full financial audit of Contractor shall be required for any year in which said financial review indicates irregularity. Final reports of said review and/or audit(s) shall be provided to the County within a reasonable amount of time.

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- 1.10 Contractor is a private entity but shall abide by the transparency requirements detailed in the Section V of the District Management Plan; namely those regulations related to transparency, namely the Ralph M. Brown Act and the California Public Records Act.

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**2. REPORTING REQUIREMENTS**

Contractor, pursuant to Streets and Highways Code Section 36650, shall cause to be prepared a report for each fiscal year, except the first year, for which assessments are to be levied and collected to pay the costs of the improvement and activities described in the report. The first report shall be due after the first year of operation of the district. Contractor shall post annual report in a format approved by County by the 10th of the month following the report period.

**3. RECORDS RETENTION**

Contractor shall prepare, maintain and/or make available to County upon request, all records and documentation pertaining to this Agreement, including financial, statistical, property, recipient and service records and supporting documentation for a period of five (5) years from the date of final payment of this Agreement. If at the end of the retention period, there is ongoing litigation or an outstanding audit involving the records, Contractor shall retain the records until resolution of litigation or audit. After the retention period has expired, Contractor assures that confidential records shall be shredded and disposed of appropriately.

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**EXHIBIT "B" - FISCAL PROVISIONS**

**I. CONTRACTOR'S FINANCIAL RECORDS**

Contractor shall keep financial records for funds received hereunder, separate from any other funds administered by Contractor, and maintained in accordance with Generally Accepted Accounting Principles and Procedures and the Office of Management and Budget's Cost Principles.

**2. AUDIT REQUIREMENTS AND AUDIT EXCEPTIONS**

2.1 Contractor warrants that it shall comply with all audit requirements established by County and will provide a copy of Contractor's Annual Independent Audit Report, if applicable.

2.2 County may conduct periodic audits of Contractor's financial records, notifying Contractor no less than 48 hours prior to scheduled audit. Said notice shall include a detailed listing of the records required for review. Contractor shall allow County, or other appropriate entities designated by County, access to all financial records pertinent to this Agreement.

2.3 Contractor shall reimburse County for audit exceptions within 30 days of written demand or shall make other repayment arrangements subject to the approval of County.

**3. COUNTY RESPONSIBILITIES**

County will forward \$112,500 from its Transient Occupancy Tax (TOT) revenues as designated by the Board of Supervisors as part of the 2024-2025 budget. This amount will be divided into two equal payments of \$56,250. The first payment will be made once the agreement has been duly signed by all parties. The second payment will be made no later than January 4, 2025.

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**17. HIPAA COMPLIANCE**

Contractor will adhere to Titles 9 and 22 and all other applicable Federal and State statutes and regulations, including the Health Insurance Portability and Accountability Act of 1996 (HIP AA) and will make his best efforts to preserve data integrity and the confidentiality of protected health information.

**18. SAFETY RESPONSIBILITIES**

Contractor will adhere to all applicable CalOSHA requirements in performing work pursuant to this Agreement. Contractor agrees that in the performance of work under this Agreement, Contractor will provide for the safety needs of its employees and will be responsible for maintaining the standards necessary to minimize health and safety hazards.

**19. JURISDICTION AND VENUE**

This Agreement shall be construed in accordance with the laws of the State of California and the parties hereto agree that venue of any action or proceeding regarding this Agreement or performance thereof shall be in Lake County, California. Contractor waives any right of removal it might have under California Code of Civil Procedure Section 394.

**20. RESIDENCY**

All independent contractors providing services to County for compensation must file a State of California Form 590, certifying California residency or, in the case of a corporation, certifying that they have a permanent place of business in California.

**21. NO THIRD-PARTY BENEFICIARIES**

Nothing contained in this Agreement shall be construed to create, and the parties do not intend to create, any rights in or for the benefit of third parties.

**EXHIBIT "C" - COMPLIANCE PROVISIONS**

1. **INFORMATION INTEGRITY AND SECURITY**

Contractor shall immediately notify County of any known or suspected breach of personal, sensitive and confidential information related to Contractor's work under this Agreement.

2. **NON-DISCRIMINATION**

Contractor shall not unlawfully discriminate against any qualified worker or recipient of services because of race, religious creed, color, sex, sexual orientation, national origin, ancestry, physical disability, mental disability, medical condition, marital status or age.

3. **DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS**

3.1 The Contractor certifies to the best of its knowledge and belief, that it and its subcontractors:

- A. Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
- B. Have not, within a three-year period preceding this Agreement, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction; violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- C. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity with commission of any of the offenses enumerated in the preceding paragraph; and
- D. Have not, within a three-year period preceding this Agreement, had one or more public transactions terminated for cause or default.

3.2 Contractor shall report immediately to County, in writing, any incidents of alleged fraud and/or abuse by either Contractor or Contractor's subcontractor. Contractor shall maintain any records, documents, or other evidence of fraud and abuse until otherwise notified by County.

4. **AGREEMENTS IN EXCESS OF \$100,000**

Contractor shall comply with all applicable orders or requirements issued under the following laws:

- 4.1 Clean Air Act, as amended (42 USC 1857).
- 4.2 Clean Water Act, as amended (33 USC 1368).
- 4.3 Federal Water Pollution Control Act, as amended (33 USC 1251, et seq.)
- 4.4 Environmental Protection Agency Regulations (40 CFR, Executive Order 11738).

5. **INDEMNIFICATION AND HOLD HARMLESS**

Contractor shall indemnify and defend County and its officers, employees, and agents against and hold them harmless from any and all claims, losses, damages, and liability for damages, including attorney's fees and other costs of defense incurred by County, whether for damage to or loss of property, or injury to or death of person, including properties of



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for damage to or loss of property, or injury to or death of person, including properties of County and injury to or death of County officials, employees or agents, arising out of, or connected with Contractor's operations hereunder or the performance of the work described herein, unless such damages, loss, injury or death is caused solely by the negligence of County.

Contractor's obligations under this Section shall survive the termination of the Agreement.

**6. STANDARD OF CARE**

Contractor represents that it is specially trained, licensed, experienced and competent to perform all the services, responsibilities and duties specified herein and that such services, responsibilities and duties shall be performed, whether by Contractor or designated subcontractors, in a manner according to generally accepted practices.

**7. INTEREST OF CONTRACTOR**

Contractor assures that neither it nor its employees has any interest, and that it shall not acquire any interest in the future, direct or indirect, which would conflict in any manner or degree with the performance of services hereunder.

- 8. DUE PERFORMANCE - DEFAULT** Each party agrees to fully perform all aspects of this agreement. If a default to this agreement occurs then the party in default shall be given written notice of said default by the other party. If the party in default does not fully correct (cure) the default within 30 days of the date of that notice (i.e. the time to cure) then such party shall be in default. The time period for corrective action of the party in default may be extended in writing executed by both parties, which must include the reason(s) for the extension and the date the extension expires.

Notice given under this provision 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 time period. No such notice shall be deemed a termination of this Agreement, unless the party giving notice so elects in that notice, or so elects in a subsequent written notice after the time to cure has expired.

**9. INSURANCE**

- 9.1 Contractor shall procure and maintain Workers' Compensation Insurance for all of its employees.
- 9.2 Contractor shall procure and maintain Comprehensive Public Liability Insurance, both bodily injury and property damage, in an amount of not less than one million dollars (\$1,000,000) combined single limit coverage per occurrence, including but not limited to endorsements for the following coverage: personal injury, premises-operations, products and completed operations, blanket contractual, and independent contractor's liability.
- 9.3 Contractor shall procure and maintain Comprehensive Automobile Liability Insurance, both bodily injury and property damage, on owned, hired, leased and non-owned vehicles

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- 9.4 Contractor shall not commence work under this Agreement until it has obtained all the insurance required hereinabove and submitted to County certificates of insurance naming the County of Lake as additional insured. Contractor agrees to provide to County, at least 30 days prior to expiration date, a new certificate of insurance.
- 9.5 In case of any subcontract, Contractor shall require each subcontractor to provide all of the same coverage as detailed hereinabove. Subcontractors shall provide certificates of insurance naming the County of Lake as additional insured and shall submit new certificates of insurance at least 30 days prior to expiration date. Contractor shall not allow any subcontractor to commence work until the required insurances have been obtained.
- 9.6 For any claims related to the work performed under this Agreement, the Contractors insurance coverage shall be primary insurance as to the County, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by County, its officers, officials, employees, agents or volunteers shall be in excess of the Contractors insurance and shall not contribute with it.
- 9.7 The Commercial General Liability and Automobile Liability Insurance must each contain, or be endorsed to contain, the following provision:
- The County, its officers, officials, employees, agents, and volunteers are to be covered as additional insureds and shall be added in the form of an endorsement to Contractor=s insurance on Form CG 20 10 11 85. Contractor shall not commence work under this Agreement until Contractor has had delivered to County the Additional Insured Endorsements required herein.
- 9.8 Insurance coverage required of Contractor under this Agreement shall be placed with insurers with a current A.M. Best rating of no less than A: VII.
- Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve the Contractor for liability in excess of such coverage, nor shall it preclude County from taking other action as is available to it under any other provision of this Agreement or applicable law. Failure of County to enforce in a timely manner any of the provisions of this section shall not act as a waiver to enforcement of any of these provisions at a later date.
- 9.9 Any failure of Contractor to maintain the insurance required by this section, or to comply with any of the requirements of this section, shall constitute a material breach of the entire Agreement

**10. ATTORNEY'S FEES AND COSTS**

If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs, and necessary disbursements in addition to any other relief to which such party may be entitled.