

# **AGREEMENT BETWEEN THE COUNTY OF LAKE AND THE LAKE COUNTY CHAMBER OF COMMERCE FOR MARKETING AND VISITOR INFORMATION SERVICES**

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

1. **SERVICES.** Subject to the terms and conditions set forth in this Agreement, The Lake County Chamber of Commerce 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. 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, the Agreement shall prevail.

2. **TERM.** This Agreement shall commence on July 1, 2017, and shall terminate on June 30, 2018.

3. **COMPENSATION.** Contractor has been selected by County to provide the services described hereunder in Exhibit "A" (Scope of Services), attached hereto. Compensation to Contractor shall not exceed Forty-Five Thousand Dollars (\$45,000.00) inclusive of all Contractor's expenses.

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 either party at any time upon breach of the provisions hereof or, at any time upon 30 days written notice to the other party.

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 percentage of the total compensation provided for in this agreement, which is proportion to the percentage of the work completed at the time 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 County Administrative Officer.

**AGREEMENT FOR LAKE COUNTY CHAMBER OF COMMERCE**

6. **NOTICES.** All notices between the parties shall be in writing addressed as follows:

County of Lake  
Administrative Office  
255 North Forbes St.  
Lakeport, CA 95453  
Attn: Michelle Scully

Lake County Chamber of Commerce  
P' O Box 295  
Lakeport, CA 95453  
  
Attn: Melissa Fulton, CEO

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

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 \_\_\_\_\_, California on \_\_\_\_\_.

COUNTY OF LAKE

CONTRACTOR

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

\_\_\_\_\_  
Lake County Chamber of Commerce

ATTEST:  
CAROL J. HUCHINGSON  
Clerk to the Board of Supervisors

APPROVED AS TO FORM:  
ANITA L. GRANT  
County Counsel

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

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

## AGREEMENT FOR LAKE COUNTY CHAMBER OF COMMERCE

### EXHIBIT “A” – SCOPE OF SERVICES

1. **CONTRACTOR RESPONSIBILITIES.** In return for the compensation provided by the County through this Agreement, Contractor shall provide the following:
  - 1.1 Contractor shall provide visitor information services to residents and visitors. Contractor shall continue to operate the Visitor Information Center (VIC) at its offices at 875 Lakeport Boulevard, Lakeport. The VIC shall be open during normal business hours Monday through Friday.
  - 1.2 The VIC shall promote tourism and commerce throughout Lake County by providing information and assistance to Lake County visitors about countywide visitor attractions and resources. Businesses shall not be required to be members of any business organization (e.g. Chamber of Commerce) in order to have information available at the VIC.
  - 1.3 The Contractor shall maintain statistics on visitors to ensure most beneficial statistics for data analysis, to include, but not be limited to zip code, email addresses, demand generators, to be determined by the County.
  - 1.4 In acknowledgment of the importance of having a unified online visitor presence, the Contractor will direct visitors to [www.LakeCounty.com](http://www.LakeCounty.com) as a source of online visitor information.
    - A. Contractor will work with County of to create a uniform visitor response checklist to ensure that all VIC’s responding with the same format: unified information, data collection, and data reporting format.
    - B. Contractor will maintain an informative, user-friendly website, linking to [www.LakeCounty.com](http://www.LakeCounty.com). The “Visit” button on the home page of the Chamber’s website shall link directly to the official visitor information website located at [www.LakeCounty.com](http://www.LakeCounty.com).
    - C. Contractor will utilize, engage with and promote Visit Lake County, California social media sites including but not limited to the Facebook, Twitter, and Instagram account.
    - D. Contractor shall work with its members to encourage updated business websites that are linked to the official visitor website, [www.LakeCounty.com](http://www.LakeCounty.com) when appropriate.
  - 1.5 Contractor shall provide staff services to residents and visitors in support of the County’s Invasive Species Prevention Program to protect Lake County water bodies from the threat of invasive quagga and zebra mussels.
  - 1.6 Contractor shall support the Lake County Certified Tourism Ambassador <sup>TM</sup> (CTA) program by helping recruit new CTA members with focus on businesses and employees who are

## **AGREEMENT FOR LAKE COUNTY CHAMBER OF COMMERCE**

front-line servers to the public. Contractor shall promote classes and CTA events through the Chamber newsletter; post upcoming courses and CTA events on the Chamber calendar; actively encourage all Chamber members to become certified and encourage their employees to do the same; require all Chamber employees and office volunteers to become certified; encourage Board of Directors to become certified.

1.7 Contractor shall provide lead direction and coordination of creation, editing, publication and distribution of the 2018 Destinations magazine which serves as the official visitor guide for Lake County. County will retain creative oversight to approve design and recommend any design changes prior to Contractor initiating creation of Destinations. County will receive and review final draft no less than thirty (30) days prior to publication. Contractor will be responsible for identifying no less than two (2) out of county locations for Destinations distribution as well as multiple in-county locations. Contractor will be responsible for all aspects of editing, publication, and distribution oversight. Contractor will work with Clear Lake Chamber and Visitor Center to coordinate distribution. Contractor's quarterly report to County shall include updates of distribution sites and number of boxes distributed.

1.8 Contractor may be responsible for representing Lake County at up to two (2) sports and/or travel-related shows as mutually agreed to by Contractor and County during the course of the fiscal year. For each mutually agreed-upon show, Contractor shall provide the planning, preparation, staffing, setup, and teardown of Lake County's exhibit. Contractor shall pay the event promoter directly for all costs related to participation in the show. Contractor also shall submit to County a pre-show line-item request for specific marketing materials and use of County-owned equipment at least four weeks in advance of each show; and a post-show report summarizing booth visitation to include zip code, area of interest, contact information, and photos of the fully set-up booth within 30 days. Upon completion of each show, Contractor shall promptly return to the County any unused materials and all borrowed equipment, in good condition and proper working order.

1.9 Contractor may conduct fundraising to enhance the exhibit for any of the above-mentioned events/shows and improve upon the basic exhibit components that are being financed with the compensation provided herein.

1.10 Contractor is encouraged to work cooperatively, and in some cases may subcontract, with the Clear Lake Chamber of Commerce, the Lake County Winegrape Commission, the Lake County Winery Association, local community business associations, and other local organizations on joint efforts to promote local tourism and commerce.

1.11 Contractor shall provide County with a membership to the Lake County Chamber of Commerce.

## **AGREEMENT FOR LAKE COUNTY CHAMBER OF COMMERCE**

- 2. REPORTING REQUIREMENTS.** Contractor shall submit quarterly reports in a format approved by County by the 10<sup>th</sup> of the month following the report. See Exhibit A, 1.3 and Exhibit B, 2.
- 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.
- 4. COUNTY RESPONSIBILITIES.** County shall pay Contractor the sum of \$45,000 in quarterly installments of eleven thousand, two hundred and fifty dollars (\$11,250) for services provided pursuant to this agreement, as set forth in Exhibit B, Fiscal Provisions for the period ending June 30, 2018.

## **AGREEMENT FOR LAKE COUNTY CHAMBER OF COMMERCE**

### **EXHIBIT “B” – FISCAL PROVISIONS**

1. **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. **INVOICES.**

2.1 Contractor’s invoices shall be submitted in arrears on a quarterly basis, or such other time that is mutually agreed upon in writing, and shall be itemized and formatted to the satisfaction of the County.

2.2 County shall make payment within 20 business days of an undisputed invoice for the compensation stipulated herein for supplies delivered and accepted or services rendered and accepted, less potential deductions, if any, as herein provided.

3. **AUDIT REQUIREMENTS AND AUDIT EXCEPTIONS**

3.1 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.

3.2 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.

3.3 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.

4. **EXPENDITURE OF FUNDS.**

4.1 County reserves the right to refuse payment to Contractor or disallow costs for any expenditure determined to be unreasonable, out of compliance, or inappropriate to the services provided hereunder.

4.2 Contractor shall not use any County-provided funds to engage in political activity involving support or opposition of any candidate for elective office.

## AGREEMENT FOR LAKE COUNTY CHAMBER OF COMMERCE

### 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. **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 County and injury to or death of County officials,

## **AGREEMENT FOR LAKE COUNTY CHAMBER OF COMMERCE**

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.

**5. 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.

**6. 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.

**7. 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 90 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.

### **8. INSURANCE.**

8.1 Contractor shall procure and maintain Workers' Compensation Insurance for all of its employees.

8.2 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.

8.3 Contractor shall procure and maintain Comprehensive Automobile Liability Insurance, both bodily injury and property damage, on owned, hired, leased and non-owned vehicles used in

## **AGREEMENT FOR LAKE COUNTY CHAMBER OF COMMERCE**

connection with Contractor's business in an amount of not less than one million dollars (\$1,000,000) combined single limit coverage per occurrence.

8.4 Contractor shall procure and maintain Professional Liability Insurance for the protection against claims arising out of the performance of services under this Agreement caused by errors, omissions or other acts for which Contractor is liable. Said insurance shall be written with limits of not less than one million dollars (\$1,000,000).

8.5 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.

8.6 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.

8.7 For any claims related to the work performed under this Agreement, the Contractor's 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 Contractor's insurance and shall not contribute with it.

8.8 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.

Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under subdivision (b) of California Civil Code Section 2782.

8.9 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

## AGREEMENT FOR LAKE COUNTY CHAMBER OF COMMERCE

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.

8.10 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.

9. **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 part may be entitled.

10. **ASSIGNMENT.** Contractor shall not assign any interest in this Agreement and shall not transfer any interest in the same without the prior written consent of County except that claims for money due or to become due Contractor from County under this Agreement may be assigned by Contractor to a bank, trust company, or other financial institution without such approval. Written notice of any such transfer shall be furnished promptly to County. Any attempt at assignment of rights under this Agreement except for those specifically consented to by both parties or as stated above shall be void.

11. **PAYROLL TAXES AND DEDUCTIONS.** Contractor shall promptly forward payroll taxes, insurances, and contributions to designated governmental agencies.

12. **INDEPENDENT CONTRACTOR.** It is specifically understood and agreed that, in the making and performance of this Agreement, Contractor is an independent contractor and is not an employee, agent or servant of County. Contractor is not entitled to any employee benefits. County agrees that Contractor shall have the right to control the manner and means of accomplishing the result contracted for herein.

Contractor is solely responsible for the payment of all federal, state and local taxes, charges, fees, or contributions required with respect to Contractor and Contractor's officers, employees, and agents who are engaged in the performance of this Agreement (including without limitation, unemployment insurance, social security and payroll tax withholding.)

13. **OWNERSHIP OF DOCUMENTS.** All non-proprietary reports, drawings, renderings, or other documents or materials prepared by Contractor hereunder are the property of County.

14. **SEVERABILITY.** If any provision of this Agreement is held to be unenforceable, the remainder of this Agreement shall be severable and not affected thereby.

15. **ADHERENCE TO APPLICABLE DISABILITY LAW.** Contractor shall be responsible for knowing and adhering to the requirements of Section 504 of the Rehabilitation

## **AGREEMENT FOR LAKE COUNTY CHAMBER OF COMMERCE**

Act of 1973, the Americans with Disabilities Act, (42 U.S.C. Sections 12101, et seq.). California Government Code Sections 12920 et seq., and all related state and local laws.

**16. 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 (HIPAA) and will make his best efforts to preserve data integrity and the confidentiality of protected health information.

**17. 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.

**18. 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.

**19. 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.

**20. 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.