**AGENDA ITEM:** Agreement for services by the East Sierra Valley Chamber of Commerce for promotion of Sierra County during the 2019-2020 fiscal year.

**SUPPORTIVE DOCUMENTS ATTACHED:** □ Memo □ Resolution □ Agreement □ Other

**BACKGROUND INFORMATION:** This is an annual funding agreement for promotion of Sierra County through the Sierra County Chamber of Commerce.

**FUNDING SOURCE:**

**GENERAL FUND IMPACT:** General Fund Impact

**OTHER FUND:**

**AMOUNT:** $10,000 Annually

**ARE ADDITIONAL PERSONNEL REQUIRED?** □ Yes, -- □ No

**IS THIS ITEM ALLOCATED IN THE BUDGET?** □ Yes □ No

**IS A BUDGET TRANSFER REQUIRED?** □ Yes □ No

**BOARD ACTION:**

□ Approved
□ Approved as amended
□ Adopted
□ Adopted as amended
□ Denied
□ Other
□ No Action Taken

□ Set public hearing
  For: ___________________
□ Direction to: ___________________
□ Referred to: ___________________
□ Continued to: ___________________
□ Authorization given to: ___________________

Resolution 2019- ___ ________
Agreement 2019- ___ __________
Ordinance ___________________

Vote:
  Ayes: ___________________
  Noes: ___________________
  Abstain: ___________________
  Absent: ___________________
  □ By Consensus

**COMMENTS:**

________________________________________________________________________
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________
AGREEMENT FOR SERVICES BY
THE EAST SIERRA VALLEY CHAMBER OF COMMERCE
FOR PROMOTION OF SIERRA COUNTY

THIS AGREEMENT is made on this 20th day of August 2019, by and between the County of Sierra (“County”) and the East Sierra Valley Chamber of Commerce (“Chamber”), for the express purpose of providing for the promotion of Sierra County.

WHEREAS, under the provisions of the California Revenue and Taxation Code Section 7280, the County receives transient occupancy taxes paid by visitors to the County who use local accommodations for overnight visits in the County; and

WHEREAS, the County is authorized by state law to use some or all of its revenue from transient occupancy taxes to promote and advertise the County in order to enhance its economy that benefits from tourists; and

WHEREAS, historically the County has utilized the resources, knowledge and energy of the local Chambers of Commerce who have assisted and taken a lead role in the promotion of the County and its natural beauty; and

WHEREAS, the Board of Supervisors desires to contract with the Chamber to promote the County in accordance with the work plan and budget that is attached hereto and incorporated herein as Exhibit “A”.

NOW THEREFORE, IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

1. County retains Chamber to use its best efforts to promote County, including but not limited to taking out advertisement in appropriate magazines, newspaper and trade publications, preparing brochures and other forms of visitor handouts and information and, in general, using its best efforts to enhance visitor interests in Eastern Sierra County, all in accordance with the work plan and budget attached hereto as “Exhibit A”. In no event shall the cost to County under this Agreement exceed the amount of $10,000.00.

2. The County shall make an initial advance in the amount of $1,500 to facilitate the Chambers promotional activities. The Chamber shall be required to account for the expenditure of said funds by providing appropriate invoices or other evidence of the expenditure of the funds for the purposes set forth in this Agreement. Thereafter, payments to Chamber shall be made upon submission of appropriate requests for payments, together with invoices for expenses incurred or obligated, in a format acceptable to the County Auditor. The Auditor shall make payments within thirty (30) days of the receipt of a request for payment.

3. This contract shall be for the 2019-2020 fiscal year and expenses incurred by Chamber on or after July 1, 2019 through June 30, 2020, shall be eligible for funding under this agreement.
4. At the conclusion of the contract term, June 30, 2020, Chamber shall provide a report to the Sierra County Board of Supervisors, summarizing the specific promotional activities funded and engaged in by the Chamber, under this agreement.

5. No portions of the funds provided by this Agreement shall be used for political purposes and if Chamber engages in any political activities with other sources of funds, strict accounting of all funds shall be maintained so as to ensure County that funds under this Agreement have not been used for political purposes.

6. On or before June 30, 2020, Chamber shall provide an accounting to the County Auditor as to the expenditure and use of all funds covered by this Agreement.

7. For all purposes arising out of this Agreement, chamber shall be an independent Chamber and Chamber and each and every employee, agent, servant, partner, and shareholder of Chamber (collectively referred to as “The Chamber”) shall not be, for any purpose of this Agreement, an employee of County. As an independent Chamber, the following shall apply:

   Chamber shall determine the method, details and means of performing the services to be provided by Chamber as described in this Agreement.

   Chamber shall be responsible to County only for the requirements and results specified by this Agreement and, except as specifically provided in this Agreement, shall not be subject to County’s control with respect to the physical actions or activities of Chamber in fulfillment of requirements of this Agreement.

   Chamber shall be responsible for its own operating costs and expenses, property and income taxes, workers’ compensation insurance and any other costs and expenses in connection with performance of services under this agreement.

   Chamber is not, and shall not be, entitled to receive from or through County, and County shall not provide or be obligated to provide the Chamber with workers’ compensation coverage, unemployment insurance coverage or any other type of employee or worker insurance or benefit coverage required or provided by any federal, state or local law or regulation for, or normally afforded to, any employee of County.

   The Chamber shall not be entitled to have County withhold or pay, and County shall not withhold or pay, on behalf of the Chamber any tax or money relating to the Social Security Old Age Pension Program, Social Security Disability Program or any other type of pension, annuity or disability program required or provided by any federal, state or local law or regulation for, or normally afforded to, an employee of County.

   County shall not withhold or pay on behalf of Chamber any federal, state or local tax including, but not limited to, any personal income tax owed by Chamber.
The Chamber is, and at all times during the term of this Agreement shall represent and conduct itself as an independent Chamber and not as an employee or agent of County.

Chamber shall not have an authority, express or implied, to act on behalf of, bind or obligate the County in any way without the written consent of the County.

8. Chamber shall have no authority, express or implied, to act on behalf of County in any capacity whatsoever as an agent. Chamber shall have no authority, express or implied, pursuant to this Agreement to bind County to any obligation whatsoever.

9. Chamber may not assign any right or obligation pursuant to this agreement. Any attempted or purported assignment of any right or obligation pursuant to this Agreement shall be void and of no legal effect.

10. Either party may terminate this Agreement by giving three (3) days advance written notice thereof to the other party. In the event that County gives notice of termination to Chamber, then Chamber shall not take any further action to expand funds under this Agreement unless expressly directed to do so by the County. In the event of termination, County shall remain obligated to pay for proportions, which Chamber has become legally obligated to pay for pursuant to this Agreement prior to the notice of termination.

11. For the purpose of administering this Agreement, the following people shall be deemed authorized to provide and/or to receive notices on behalf of the respective parties.

   County of Sierra  Eastern Sierra Valley Chamber of Commerce
   Van Maddox, County Auditor  Michael H. Wellbourn, President

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day here first above written.

“COUNTY”  “CHAMBER”

COUNTY OF SIERRA  EAST SIERRA VALLEY
                      CHAMBER OF COMMERCE
                      P.O. BOX 366
                      LOYALTON, CA 96118

By: _____________________________  By: _____________________________
   PAUL ROEN, CHAIR            MICHAEL H. WELLBOURN
   Board of Supervisors          President

ATTEST:  APPROVED AS TO FORM:

______________________________  _________________________________
   HEATHER FOSTER     David A. Prentice
   Clerk of the Board   County Counsel
## East Sierra Valley Chamber of Commerce – Exhibit A

### Fiscal Year 2019/2020

<table>
<thead>
<tr>
<th>Expenses</th>
<th>Activity/Events</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>ESVCC Website:</td>
<td>Maintenance and updates-via contract through EC Town LLC Quincy, CA</td>
<td>$1,200.00</td>
</tr>
<tr>
<td>Visitor Centers/Kiosks:</td>
<td>Unmanned, Maintenance/Repair, Landscape, Supplies/Materials/Electricity Kiosk Loyalton/Sierraville.</td>
<td>$500.00</td>
</tr>
<tr>
<td>Advertising/Events:</td>
<td>Per our previous Service Agreements: Promote the County including but not limited to taking out advertisement in appropriate magazines, newspapers, trade publications, radio, brochure/handouts, information using our best efforts to enhance visitor/tourism and business interest in Eastern Sierra County up to and including 1 thru 5.</td>
<td>$6,300.00</td>
</tr>
<tr>
<td></td>
<td>2. Car shows, advertisement, trophy expenditures, sound services &amp; restrooms.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>5. Children Pumpkin Patch/Carving End Of Year Festival, kids refreshments i.e. cookies, soda/water.</td>
<td></td>
</tr>
</tbody>
</table>

| Operating Cost:             |                                                                                                                                                                                                                | $2,000.00|

| Total Funding:             |                                                                                                                                                                                                                | $10,000.00|

### Submitted:

1. Michael H. Welbourn, President/Board Director
2. Bonnie Jessee, Treasurer