

**Sierra County
Board of Supervisors'
Agenda Transmittal &
Record of Proceedings**

MEETING DATE: October 6, 2020	TYPE OF AGENDA ITEM: <input type="checkbox"/> Regular <input type="checkbox"/> Timed <input checked="" type="checkbox"/> Consent
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DEPARTMENT: Clerk of the Board
APPROVING PARTY: Heather Foster, Clerk-Recorder
PHONE NUMBER: 530-289-3295

AGENDA ITEM: Agreement for services by the East Sierra Valley Chamber of Commerce for promotion of Sierra County during the 2020-2021 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

SPACE BELOW FOR CLERK'S USE

<p>BOARD ACTION: <input type="checkbox"/> Approved <input type="checkbox"/> Approved as amended <input type="checkbox"/> Adopted <input type="checkbox"/> Adopted as amended <input type="checkbox"/> Denied <input type="checkbox"/> Other <input type="checkbox"/> No Action Taken</p>	<p><input type="checkbox"/> Set public hearing For: _____ <input type="checkbox"/> Direction to: _____ <input type="checkbox"/> Referred to: _____ <input type="checkbox"/> Continued to: _____ <input type="checkbox"/> Authorization given to: _____</p>	<p>Resolution 2020- _____ Agreement 2020- _____ Ordinance _____ Vote: Ayes: Noes: Abstain: Absent: <input type="checkbox"/> By Consensus</p>
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COMMENTS:

CLERK TO THE BOARD

DATE

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

THIS AGREEMENT is made on this 6th day of October 2020, 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 2020-2021 fiscal year and expenses incurred by Chamber on or after July 1, 2020 through June 30, 2021, shall be eligible for funding under this agreement.

4. At the conclusion of the contract term, June 30, 2021, 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, 2021, 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
Van Maddox, County Auditor

Eastern Sierra Valley Chamber of Commerce
Barbara Hill, 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: _____
JIM BEARD, CHAIR
Board of Supervisors

By: _____
BARBARA HILL
President/Board Director

ATTEST:

APPROVED AS TO FORM:

HEATHER FOSTER
Clerk of the Board

DAVID A. PRENTICE
County Counsel

EAST SIERRA VALLEY CHAMBER OF COMMERCE

PO Box 366, Loyalton, CA 96118

March 2020

Submitted to: Mr. Van Maddox Sierra County Auditor & Mr. David Prentice, Attorney at Law

Subj: East Sierra Valley Chamber of Commerce Budget 2020-2021 attached (Exhibit - A).

East Sierra Valley Chamber of Commerce of which I will further refer as (ESVCC), with respect submits our budget, requesting funds to support expenses/expenditures for tourism, services, activities, issues and other items that benefit Sierra County, Sierra Valley.

ESVCC has a strong dialog and collaboration with Sierra County Chamber of Commerce, Sierra County Arts Council and fellow Chambers of Commerce in neighboring Counties including Reno/Sparks Chamber of Commerce sharing common interest issues, promotions, tourism and business ideas to improve our tourism and business climate and our very different economic engines.

ESVCC is proactively involved in the 2020-2021 Sierra County Visitors Guide. We continue to improve our website and communications to keep Sierra County, Sierra Valley communities, members and non-members informed and involved with our activities not only using local and neighboring newspapers but social media and other forms of media communications at our disposal within and outside Sierra County, Sierra Valley.

ESVCC is the proud sponsor of Recycled Relic's Car Show for the 6th year. The Chambers wish is to continue reasonable, responsible support/donations to those youth programs not funded by Sierra County such as Sports Teams/Cheerleading, 4H and other school and youth groups. We continue to support Tour De Manure and events that find their way to Sierra Valley in a non-financial but responsible manner. We are actively involved in outreach, study and sharing other options in activities, tourism, businesses and events to bring to Sierra County and Sierra Valley.

ESVCC membership is strong, we have many business memberships outside Sierra County, Sierra Valley who joined our chamber due to our visibility, as we create new opportunities to partner with businesses, profit and non-profit organizations in opportunities to enhance Sierra County, Sierra Valley and our quality of life.

Respectfully,



Barbara Hill, President/Board Director
East Sierra Valley Chamber of Commerce
530-993-4387 info@eastsierravalleychamber.com

RECEIVED
APR 13 2020
SIERRA COUNTY AUDITOR

SERVING THOSE WHO SERVE THE COMMUNITY

East Sierra Valley Chamber of Commerce – Exhibit A

Fiscal Year 2020/2021

Expenses	Activity/Events	Amount
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ESVCC Website:		<u>\$1,200.00</u>
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Maintenance and updates-via contract through EC Town LLC Quincy, CA

Visitor Centers/Kiosks:		<u>\$500.00</u>
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Unmanned, Maintenance/Repair, Landscape, Supplies/Materials/Electricity Kiosk Loyalton/Sierraville.

Advertising/Events:		<u>\$6,300.00</u>
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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 items 1 thru 5.

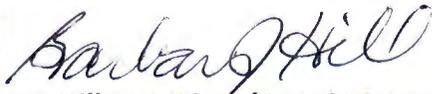
1. Event Sponsorships/Fund Raisers/Donations & Permits.
2. Car shows, advertisement, trophy expenditures, sound services & restrooms.
3. Chamber Mixers, Refreshments/Food, Soda, Coffee, Water & Supplies.
4. Country Market Bazaar Meet & Greets.
5. Children Pumpkin Patch/Carving End Of Year Festival, kids refreshments i.e. cookies, soda/water.

Operating Cost:		<u>\$2,000.00</u>
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Office Supplies, Computer Equipment, Repair, Software, Postage, Telephone, Insurance/Liability & Officers, Property & Liability Visitor Centers/Kiosks Loyalton/Sierraville).

Total Funding:	<u>\$10,000.00</u>
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Submitted:



1. Barbara Hill, President/Board Director
2. Bonnie Jessee, Treasurer