

**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 Sierra County Chamber of Commerce for promotion of Sierra County during the 2020-20 1 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: No General Fund Impact
OTHER FUND:
AMOUNT: \$ 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:</p> <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	<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: _____	Resolution 2020- _____ Agreement 2020- _____ Ordinance _____ Vote: Ayes: Noes: Abstain: Absent: <input type="checkbox"/> By Consensus
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COMMENTS:

CLERK TO THE BOARD

DATE

**AN AGREEMENT FOR SERVICES BY THE
SIERRA COUNTY CHAMBER OF COMMERCE FOR PROMOTION
OF SIERRA COUNTY FOR FISCAL YEARS 2020-2021**

THIS AGREEMENT is made on this 6th day of October, "2020, by and between the County of Sierra ("County") and the Sierra County Chamber of Commerce ("Chamber"), for the express purpose of providing for the promotion of Sierra County.

The Agreement is hereby amended to provide for services to be provided by the Chamber and funding from the County, for the 2020/4221 fiscal year.

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

1. For the 2020/4241 fiscal year, Chamber to use its best efforts to promote the 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 interest in Sierra County, all in accordance with the work plan and budget attached hereto as Exhibit "1", as attached hereto and incorporated herein by this reference. In no event shall the cost to County under this Agreement for the 2020-4241" fiscal year exceed the amount of \$33,950.00.
2. The County shall make payments to Chamber 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 date of the receipt of a request for payment.
3. At the conclusion of the 2020-2041 (ending 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 Chamber, for the 2020-2041 fiscal year.
4. 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.
5. On or before June 30, 2041, Chamber shall provide an accounting to the County Auditor as to the expenditure and use of all funds covered by this Agreement for the 2020-2041 fiscal year.
6. For all purposes arising out of the Agreement, including this Amendment, 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 the 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 the authority, express or implied, to act on behalf of, bind or obligate the County in any way without the written consent of the County.

7. Except as County may specify in writing, 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.

8. 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.

9. 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 expend 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 promotions, which Chamber has become legally obligated to pay for pursuant to this Agreement.

10. 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

Sierra County Chamber of Commerce
*****O ct { "Gtxlp, President

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

“COUNTY”

COUNTY OF SIERRA

By: _____
RCWNTQGP, Chair
Board of Supervisors

HEATHER FOSTER
Clerk of the Board

“CHAMBER”

SIERRA COUNTY
CHAMBER OF COMMERCE
P. O. Box 436
Sierra City, CA 96125

By: _____
MARY ERVIN, President

DAVID PRENTICE
County Counsel

**Sierra County Chamber of Commerce
Budget for 2020/21 Fiscal Year
Requested Amount: \$33,950.00**

VISITOR GUIDE	12,000 copies printed and distributed Editing, designing, printing, shipping, etc.	\$16,000
VISITOR CENTER	Downieville & Sierra City locations greeting visitors	1,800
SOCIAL MEDIA	Web hosting, maintaining, updating Chamber website and other Social Media outlets; increase online presence and advertising; target specific markets	3,650
ADVERTISING & PROMOTION	Advertising in various publications: CA State Visitor's Guide Nevada Gold Magazine Fishing in the Alps and others to promote Sierra County. Advertising expenses to promote and sponsor events in Sierra County	6,000
TOURISM FORUM	Annual membership dues to tourism organizations and related costs to attend travel shows and workshops to promote Sierra County. Gold Country Visitor Association Bay Area Travel Show and similar travel shows Joint Chamber mixer/meeting costs Reimbursement of travel expenses	3,500
OPERATING COSTS	General office expenses; i.e.: postage, tax preparation, printing brochures, flyers, insurance, utilities, storage, bank fees and all other related costs of doing business.	3,000
TOTAL FUNDING REQUESTED	Funding requested to spread the word that Sierra County is alive and well and welcomes visitors	\$33,950