

A G R E E M E N T

THIS AGREEMENT made and entered into this 1st day of July, 2023 by and between the COUNTY OF SONOMA, (hereinafter COUNTY) and the [Organization Name] (hereinafter GRANTEE).

W I T N E S S E T H:

WHEREAS, the Board of Supervisors has determined that it is in the best public interest to increase the trade and commerce of the County, and

WHEREAS, GRANTEE is in the business of promoting the resources, trade and commerce of the County, and

WHEREAS, the Board of Supervisors has determined this use of funds complies with Government Code section 26227 which allows the Board of Supervisors to fund programs deemed by the Board to meet the social needs of the population of the county, including but not limited to, the areas of health, law enforcement, public safety, rehabilitation, welfare, education and the needs of physically, mentally and financially handicapped persons and aged persons;

WHEREAS, the Board of Supervisors has relied on those representations in authorizing the execution of this Agreement.

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants contained herein, the parties agree as follows:

1. Community Investment Services: GRANTEE will undertake and continue advertising activity on behalf of COUNTY during the term of this Agreement as set forth in the most recently submitted application, attached hereto as Exhibit A, and agrees to adequately staff and supply an office for such purposes, respond to inquiries regarding COUNTY, and utilize all funds provided by COUNTY under this Agreement to plan, participate in, and promote activities designed to make known the resources and advantages of Sonoma County and increase trade and commerce within Sonoma County (“Community Investment Services”). GRANTEE agrees that any advertising conducted utilizing funds provided under this Agreement shall identify the “County of Sonoma – Board of Supervisors” as a sponsor, per the COUNTY’s Community Investment Policy. GRANTEE may also include the Sonoma County seal logo on materials, although the seal may not replace the language noted in this section. In the event of a conflict between this Agreement and Exhibit A, the provisions in the body of this Agreement shall control.
2. Funding Match to Membership Dues/Private Cash Contributions: In exchange for performing Community Investment Services, COUNTY agrees to pay to GRANTEE an amount that is up to or equal to a match of ten (10) percent (“Match”) of the amount of private membership dues and private cash contributions. In no event shall the total amount exceed the amount approved by the Board of Supervisors as set forth below. To qualify for the Match from the COUNTY, GRANTEE must receive funds from sources other than

public governmental agencies, such as from membership dues and private cash contributions. COUNTY Match may be used by GRANTEE to partially defray overhead costs and reasonable costs of doing business to perform Community Investment Services in Sonoma County.

COUNTY shall pay to GRANTEE up to the total sum of \$[Grant Amount] (hereinafter "Community Investment Funds"). Payment of Community Investment Funds shall be made upon presentation of an invoice by GRANTEE to COUNTY detailing the advertising services performed by GRANTEE under this Agreement in addition to proof of actual amounts received in membership dues and private cash contributions between July 1, 2023 and June 30, 2024. Sufficient documentation of actual amounts received in membership dues and/or cash contributions shall be submitted with the invoice(s) and shall consist of either a Treasurer's report to the Chamber Board of Directors, identifying the amount of revenue received from memberships for a given period of time, and which shall be signed by the Treasurer and the President of the Chamber Board of Directors or a statement of revenue from memberships by the accounting firm that audits GRANTEE. Invoices may be submitted no more than once a month in a form approved by the Director of the Economic Development Board. COUNTY shall pay invoices within the normal course of County business, provided that GRANTEE is in full compliance with each of the provisions of this Agreement and the COUNTY Community Investment Program Policy. **All invoices must be submitted on or before July 10, 2024.**

3. Records and Audit: In connection with receipt and expenditure of all funds paid by COUNTY under and pursuant to this Agreement and matching funds expended by GRANTEE, GRANTEE agrees to keep complete books and records and to make available and submit to audit by COUNTY all of GRANTEE'S books, records, accounts, vouchers, or other proof of receipts and expenditures related to this Agreement. Such audit shall be made at the conclusion of the fiscal year. GRANTEE promises and agrees to repay to the County of Sonoma the amount of any funds claimed and received from or paid to or for it by COUNTY but which are found by said audit to have been unexpended or expended for things or purposes which are not authorized in or are contrary to the provisions of this Agreement or not to have been matched by proper expenditures of the same or greater total amount by GRANTEE of GRANTEE'S other funds as provided in this Agreement.
4. Statutory Authorization: This Agreement is made and entered into under and pursuant to the authority of Section 26100 et seq. of the Government Code.
5. Assignment/Delegation: GRANTEE shall not assign, sublet, transfer or delegate any interest in or duty under this agreement without written consent of COUNTY, and no assignment shall be of any force or effect whatsoever unless and until so consented.
6. Merger: This writing is intended both as the final expression of the Agreement between the parties hereto with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement, pursuant to C.C.P. Section 1856. No modification of this Agreement shall be effective unless and until such modification is evidenced by a writing signed by both parties.

7. Termination: At any time, with or without cause, COUNTY shall have the right in its sole discretion, to terminate this Agreement by giving written notice to GRANTEE. In the event of such termination, COUNTY shall pay GRANTEE for services rendered satisfactorily and in good faith to such date in an amount which bears the same ratio to the total fees specified in the Agreement as the services satisfactorily rendered hereunder by GRANTEE bear to the total services otherwise required to be performed for such total fee; provided, however, that there shall be deducted from such amount the amount of damage, if any, sustained by COUNTY by virtue of the breach of the Agreement by GRANTEE.
8. Repayment: If GRANTEE fails to comply with the rules and requirements of the Community Investment Program Policy or the specific Category requirements under which the GRANTEE received funds, as specified in the grant application, Exhibit A, then GRANTEE shall, within ten days of receipt of notice of such failure by COUNTY, return all grant funds provided by COUNTY under this agreement; provided, however, that COUNTY may, in its sole discretion, allow GRANTEE to retain some or all grant funds if COUNTY determines that the failure was inadvertent or immaterial, or that GRANTEE has taken action to ensure that the failure will not reoccur.
9. Non-Discrimination: GRANTEE shall comply with all applicable federal, state and local laws, rules and regulations in regard to non-discrimination in employment because of race, ancestry, color, sex, age, national origin, religion, marital status, medical condition, or handicap, including the provisions of Article II of Chapter 19 of the Sonoma County Code, prohibiting discrimination in housing, employment, and services because of AIDS or HIV infection.
10. Conflict of Interest: GRANTEE covenants that it presently has no interest and shall not acquire any interest, direct, or indirect, which would conflict in any manner or degree with the performance of its services hereunder. GRANTEE further covenants that in the performance of this contract no person having any such interest shall be employed.
11. Term: The Term of this Agreement shall be from July 1, 2023 to June 30, 2024.
12. Indemnification:
 - a. GRANTEE agrees to accept all responsibility for loss or damage to any person or entity, including COUNTY, and to indemnify, hold harmless, and release COUNTY, its officers, agents, and employees, from and against any actions, claims, damages, liabilities, disabilities, or expenses, that may be asserted by any person or entity, including GRANTEE, that arise out of, pertain to, or related to GRANTEE's or its agents', employees', contractors', subcontractors', or invitees' performance or obligations under this Agreement. GRANTEE's obligations under this Section apply whether or not there is concurrent negligence on COUNTY'S part, but to the extent required by law, excluding liability due to COUNTY'S conduct. COUNTY shall have the right to select its legal counsel at GRANTEE's expense, subject to GRANTEE's approval, which shall not be unreasonably withheld. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or

compensation payable to or for GRANTEE or its agents under workers' compensation acts, disability benefits acts, or other employee benefit acts.

- b. GRANTEE shall be liable to COUNTY for any loss or damage to COUNTY property arising from or in connection with GRANTEE's performance hereunder.
13. Statutory Compliance: GRANTEE agrees to comply with all applicable federal, state and local laws, regulations, statutes and policies applicable to the services provided under this Agreement as they exist now and as they are changed, amended or modified during the term of this Agreement. Without limiting the generality of the foregoing, GRANTEE expressly acknowledges that this Agreement may be subject to the provisions of Article XXVI of Chapter 2 of the Sonoma County Code, requiring payment of a living wage to covered employees. Noncompliance during the term of the Agreement will be considered a material breach and may result in termination of the Agreement or pursuit of other legal or administrative remedies.
14. Method and Place of Giving Notice, Submitting Bills and Making Payments: All notices, bills, and payments shall be made in writing and shall be given by personal delivery or by U.S. Mail or courier service. Notices, bills, and payments shall be addressed as follows:

TO: COUNTY: Sonoma County Economic Development Board
 141 Stony Circle, Suite 110
 Santa Rosa, CA 95401
 rebekah.heinze@sonoma-county.org

TO: GRANTEE: [Grantee Name]
 [Grantee Address]
 [Grantee City, State, Zip]
 [Grantee Email Address]

When a notice, bill or payment is given by a generally recognized overnight courier service, the notice, bill or payment shall be deemed received on the next business day. When a copy of a notice, bill or payment is sent by facsimile or email, the notice, bill or payment shall be deemed received upon transmission as long as (1) the original copy of the notice, bill or payment is promptly deposited in the U.S. mail and postmarked on the date of the facsimile or email (for a payment, on or before the due date), (2) the sender has a written confirmation of the facsimile transmission or email, and (3) the facsimile or email is transmitted before 5 p.m. (recipient's time). In all other instances, notices, bills and payments shall be effective upon receipt by the recipient. Changes may be made in the names and addresses of the person to whom notices are to be given by giving notice pursuant to this paragraph.
15. 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 third parties.
16. Extra or Changed Work: Extra or changed work or other changes to the Agreement may be authorized only by written amendment to this Agreement, signed by both parties. GRANTEE expressly recognizes that, pursuant to Sonoma County Code Section 1-11,

COUNTY personnel are without authorization to order extra or changed work or waive Agreement requirements. Failure of GRANTEE to secure such written authorization for extra or changed work shall constitute a waiver of any and all right to adjustment in the Agreement price or Agreement time due to such unauthorized work and thereafter GRANTEE shall be entitled to no compensation whatsoever for the performance of such work. GRANTEE further expressly waives any and all right or remedy by way of restitution and quantum meruit for any and all extra work performed without such express and prior written authorization of the COUNTY.

GRANTEE:

COUNTY: COUNTY OF SONOMA

By _____

By _____

Name: _____

County Administrator, or designee,
authorized by the Chair, Board of
Supervisors

Title: _____

Date: _____

Date: _____