

AGREEMENT

THIS AGREEMENT made and entered into on **March 24, 2026**, by and between the COUNTY OF SONOMA (**District 5**) (hereinafter COUNTY) and **VIDAS** (hereinafter GRANTEE).

WITNESSETH:

WHEREAS, GRANTEE has represented that it is aware of and understands the provisions and requirements of COUNTY'S "Community Investment Fund Policy" for the expenditure of funds, and that any expenditure made by GRANTEE will be in compliance with the Community Investment Fund Policy and this Agreement, and

WHEREAS, COUNTY'S Board of Supervisors has relied on those representations in authorizing the execution of this Agreement, and

WHEREAS, County's 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, GRANTEE has applied for and received funding under **Tourism Impact Fund** category of the Community Investment Fund Policy, and

WHEREAS, GRANTEE is ready, willing and able to perform the services herein provided to be performed.

NOW, THEREFORE, IT IS AGREED by and between the parties hereto as follows:

1. The foregoing recitals are acknowledged and true.
2. During the fiscal year July 1, 2025 to June 30, 2026, COUNTY shall pay to GRANTEE the total sum of **\$10,000** (hereinafter "Community Investment Funds"), payable upon execution of this contract.
3. GRANTEE acknowledges and agrees that COUNTY by this Agreement is solely providing limited funding to support County residents and makes no representations or warranties regarding the GRANTEE's services. GRANTEE must submit to the COUNTY receipts of activities performed utilizing the Community Investment Funds. Activities must take place between July 1, 2025 and June 30, 2026. Receipts must be remitted to the COUNTY by July 31, 2026. If receipts are not submitted by July 31, 2026, repayment will be required of grant dollars not supported by tourism impact expense receipts by August 15, 2026. Failure to submit required receipts may jeopardize ability to receive future grant awards.
4. In consideration whereof, GRANTEE promises and agrees to render the following services (Grant Use and Purpose) to COUNTY during the fiscal year July 1, 2025 to June 30, 2026:

The Grant Use and Purpose is set forth in the attached, Exhibit A (application for funding). In the case of more than one event, GRANTEE will not transfer funds between events without prior approval from the County's program coordinator.

Additionally, any advertising conducted utilizing funds provided under this agreement must identify the "County of Sonoma – Board of Supervisors" as a sponsor. GRANTEE may also include the Sonoma County seal on materials, although the seal may not replace the language noted in this section.

5. GRANTEE agrees to keep complete books and records, and to make available and submit to audit by COUNTY all of GRANTEE'S books, records, and financial statements upon COUNTY'S request and without prior notice. Records shall be kept and an audit may be conducted under this section for a period of three (or five) years from the termination date of this agreement.
6. GRANTEE warrants to COUNTY that any Community Investment Funds paid to GRANTEE by COUNTY pursuant to this agreement shall be expended for only those purposes authorized by the COUNTY's Community Investment Fund Policy.
7. Travel expenses, such as transportation and lodging, and/or meal costs, are not allowable advertising and promotions expenses, unless allowed under the Category for which the GRANTEE is receiving funds and in accordance with the Policy. Community Investment funds may not be used to purchase or lease fixed assets.
8. GRANTEE agrees to submit copies of all published materials to the County Administrator's Office via email to CommunityInvestment@sonomacounty.gov.
9. 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. Consultant'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 Consultant's expense, subject to Consultant'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 Consultant or its agents under workers' compensation acts, disability benefits acts, or other employee benefit acts.
 - b. GRANTEE shall be liable to COUNTY for any and all loss or damage to COUNTY property arising from or in connection with GRANTEE's performance hereunder.
10. **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.

11. 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.
12. 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.
13. 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.
14. Repayment: If GRANTEE fails to comply with the rules and requirements of the Community Investment Fund Policy or the specific Category requirements under which the GRANTEE received funds, as specified, 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.
15. 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.
16. 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.
17. Prevailing Wage. With respect to any portion of the Grant Project that constitutes the performance of a "public work" within the meaning of Labor Code section 1720, GRANTEE shall comply with all applicable wage and hour laws, including without limitation Labor Code Sections 1775, 1776, 1777.5 1813 and 1815 and California Code of Regulations, Title 8, Section 16000, et seq. GRANTEE shall properly document such compliance, including registration of all covered contracts with the Department of Industrial Regulations. COUNTY shall have the right to inspect all documentation to confirm compliance with this section at any time up to 5 years from project completion.

18. AIDS Discrimination: GRANTEE agrees to comply with the provisions of Chapter 19, Article II, of the Sonoma County Code prohibiting discrimination in housing, employment, and services because of AIDS or HIV infection during the term of this Agreement and any extensions of the term.

19. 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.

20. 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.

21. Counterpart; Electronic Signatures. The parties agree that this Agreement may be executed in two or more counterparts, each of which shall be deemed an original, and together which when executed by the requisite parties shall be deemed to be a complete original agreement. Counterparts may be delivered via facsimile, electronic mail (including PDF) or other transmission method, and any counterpart so delivered shall be deemed to have been duly and validly delivered, be valid and effective for all purposes, and shall have the same legal force and effect as an original document. This Agreement, and any counterpart, may be electronically signed by each or any of the parties through the use of any commercially-available digital and/or electronic signature software or other electronic signature method in compliance with the U.S. federal ESIGN Act of 2000, California's Uniform Electronic Transactions Act (Cal. Civil Code § 1633.1 et seq.), or other applicable law. By its use of any electronic signature below, the signing party agrees to have conducted this transaction and to execution of this Agreement by electronic means.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands the day and year first above written.

COUNTY OF SONOMA

DATE: _____

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

DATE: _____

 Grantee's Legal and Common Name

 Signature

Title