

## A G R E E M E N T

THIS AGREEMENT made and entered into this 1<sup>st</sup> day of July, 2021, by and between the COUNTY OF SONOMA, (hereinafter COUNTY) and \_\_\_\_, (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, 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, COUNTY'S 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. GRANTEE shall perform the services described in Exhibit "A," attached hereto and incorporated herein by this reference (hereinafter "Scope of Services"), and within the times or by the dates provided for in Exhibit A. In the event of a conflict between the body of this Agreement and Exhibit A, the provisions in the body of this Agreement shall control.
2. In consideration whereof, GRANTEE promises and agrees to render services to COUNTY between July 1, 2021 and June 30, 2022, as set forth in the most recently submitted application, attached hereto as Exhibit B.
3. During the fiscal year from July 1, 2021 to June 30, 2022 COUNTY shall pay to GRANTEE up to the total sum of \$ \_\_, payable upon presentation of an invoice in a form approved by County's Auditor and the Head of the County Department receiving the services. The bill[s] shall identify the services completed and the amount charged and will adhere to the payment schedule provided for in Exhibit A. At the end of the fiscal year, GRANTEE shall provide to Sonoma County Economic Development Board (EDB) all required receivables and services for the year pursuant to Exhibits A and B.
4. 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.

5. GRANTEE agrees to submit copies of all published materials to the County Administrator's Office.
6. 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.
7. Insurance. With respect to performance of work under this Agreement, GRANTEE shall maintain and shall require all of its subcontractors, consultants, and other agents to maintain, insurance as described in Exhibit C, which is attached hereto and incorporated herein by this reference
8. 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.
9. 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.
10. 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.
11. 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.

12. Repayment: If GRANTEE fails to comply with the Scope of Services or the specific Category requirements under which the GRANTEE received funds, as specified in the grant application, Exhibit B, 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.
13. 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.
14. Statutory Compliance: GRANTEE agrees to comply with all applicable federal, state and local laws, regulations, statutes and policies, including but not limited to the County of Sonoma Living Wage Ordinance, 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.
15. 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 130  
   Santa Rosa, CA 95401  
   Rebekah.Heinze@sonoma-county.org

TO: GRANTEE:

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.

16. 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.
17. 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.

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

COUNTY OF SONOMA

DATE: \_\_\_\_\_

By \_\_\_\_\_  
Economic Development Director

DATE: \_\_\_\_\_

\_\_\_\_\_  
Grantee's Legal and Common Name

By \_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

## **EXHIBIT A – SCOPE OF SERVICES**

### **Sonoma County Visitor Center Community Investment Fund**

This Scope of Services sets forth the services to be provided by\_\_\_\_, hereinafter referred to as “Visitor Center.” This Scope of Services also sets forth payment terms for the services to be performed by Visitor Center. The total amount payable to Visitor Center under this Scope of Work shall not exceed \_\_\_\_\_ dollars (\$\_\_\_\_) per year.

#### **SERVICES:**

1. Visitor Center shall provide a range of visitor services in accordance with County requirements and plans, to effectively promote the attractions of the entire County. Visitor Center shall implement County programs as they become available, including, but not limited to, use of standardized signage, participation in countywide computer hookups, training of staff, and distribution of generic Sonoma County literature.
2. Visitor Center shall cooperate with local chamber of commerce and also special countywide tourism promotions sponsored by the Sonoma County Tourism Bureau. Visitor Center shall provide on its web site a hyper-link to the Sonoma County Tourism Bureau web site, and shall include general contact information about the Sonoma County Tourism Bureau in its local visitor brochures. Visitor Center shall refer visitors to the Sonoma County Tourism Bureau when appropriate or necessary to fulfill the visitors’ requests for information. All staff employed by Visitor Center shall attend County-sponsored training programs when offered. As much as possible, Visitor Center volunteers should also participate in County-sponsored training.
3. Visitor Center shall distribute the Sonoma County Tourism Bureau’s Visitors Guide in response to in-person, telephone, mail or electronic requests for visitor information. The distribution may be made directly or biweekly by forwarding inquiry request addresses to the Sonoma County Tourism Bureau electronically or in label format.
4. Visitor Center shall offer other area chambers’ and visitor centers’ guides or promotional materials representing Sonoma County communities. Permanent brochure racks with promotional literature must be accessible to the public and in a primary location that is visible upon entering Visitor Center. NOTE: Visitor Center shall not be required to offer commercial literature from other communities (privately owned attractions, lodging, restaurants, etc.), unless Visitor Center so desires. Visitor Center may charge a fee for the distribution of commercial literature.
5. This Agreement does not prohibit Visitor Center from providing a range of visitor services for its specific community according to the desires of Visitor Center’s own governing body. Visitor Center may offer any local literature it desires, including commercial literature, and may provide other visitor assistance programs separate from the countywide promotion services required under this Agreement.

## FACILITIES & OPERATIONS:

1. Visitor Center shall provide all office equipment and furnishings necessary to carry out operations. Visitor Center shall provide all heating and air conditioning, electricity, water, sewer, building repairs, and utilities as necessary, including telecommunication lines. Restroom facilities, including those for the disabled, must comply with state and federal American Disabilities Act requirements. The building grounds and restrooms must be kept neat and free of refuse at all times.
2. Visitor Center shall be open year round, but may close for the winter holidays: Thanksgiving, Christmas, New Year's Day, and Easter Day.

Hours of operation:

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Requests for changes in days and hours of service should be submitted in advance to the Economic Development Board for approval. Nothing shall prevent Visitor Center from operating for additional hours.

## RECEIVABLES AND REQUIREMENTS:

1. Visitor Center shall maintain an accurate and up-to-date guest book to provide the County with a monthly count of visitors to the Center, and an annual tally of the number of visitors by origin if possible.
2. Visitor Center shall provide monthly reports to the County in a format acceptable to the Economic Development Board (statistics form to be provided by County) within fifteen (15) days of month's end containing the following information:
  - a. Visitor profiles and counts (statistics)
  - b. Profit and Loss Statement
  - c. Additional monitoring information as may be requested by the County
3. Visitor Center shall provide all relevant information as requested by the County, if necessary to evaluate the operation of Visitor Center system. Visitor Center shall allow the County to inspect its site a minimum of two times per year.
4. Visitor Center shall make available to the County copies of all existing or proposed operating manuals, including:
  - Job Descriptions of Staff
  - Anticipated additional revenue sources
5. Visitor Center agrees to submit to the Sonoma County Economic Development Board for review, drafts of all generic tourism promotional materials to be distributed at the site prior to the final production and printing of such materials.

6. Visitor Center shall forward to the County monthly in writing all complaints (written or oral) concerning Visitor Center and its operation, along with a record of responses to the complaint.
7. All expenditures shall conform to Visitor Center budget. Changes in the budget require prior approval from the Economic Development Board staff.

NOTE: It is understood by the County that any additional County requirements over and above this scope of work may require an amendment of this agreement and additional funding from County.

8. Visitor Center shall exercise fiscal oversight and account for all operations utilizing generally accepted accounting principles (GAAP). This shall include establishing adequate internal controls to safeguard county funding and maintaining sufficient record keeping to document and support all financial transactions. In particular, all Visitor Center's employee timesheets must have been signed by the employees and their supervisors in order to properly support Visitor Center claims for funds provided under this Agreement.

#### PAYMENT SCHEDULE AND REQUIREMENTS:

Payments will be made based on reimbursement of actual costs of operating Visitor Center on a **monthly/quarterly** basis, and may only include the following: **Staffing, insurance, rent, utilities, facility cleaning and supplies.**

All invoices for reimbursement must be accompanied by statements of costs and expenses incurred by GRANTEE that are sufficient, in County's judgment, to prove that the costs and expenses were actually incurred by Consultant to operate Visitor Center and are properly payable under this Agreement.

#### **(Quarterly)**

Upon receipt of an invoice mailed to the Economic Development Board with all required backup documentation, payments will be issued according to the following schedule:

Payment #1 – On or after October 1, 2021 – \$

Payment #2 – On or after December 1 – \$

Payment #3 – On or after March 1, 2021 – \$

Payment #4 – On or after June 1 – \$

#### **(Monthly)**

Payments will be issued within thirty (30) days of receipt of an invoice mailed to the Economic Development Board with all the required backup documentation.