

**AGREEMENT BETWEEN THE COUNTY OF MONO AND THE JUNE LAKE CHAMBER OF COMMERCE FOR THE REIMBURSEMENT FOR CERTAIN COSTS OF THE JUNE LAKE WINTER 2013 EVENTS AND ACTIVITIES**

This Agreement is made and entered into between the County of Mono, a political subdivision of the State of California, hereinafter referred to as the County, and June Lake Chamber of Commerce, hereinafter referred to as the Chamber.

**WHEREAS**, the County established funding to provide financial support for public events and activities held in the June Lake area for the winter 2012-13 season, ( November 2012 through April 2013); and

**WHEREAS**, the Chamber volunteered to be the non-profit entity through which the funding is channeled for the organization and implementation of the public events and activities in the June Lake area during the winter 2012-13 season, from November 2012 through April 2013; and

**WHEREAS**, the County intends to reimburse the Chamber up to \$15,000 for the costs and expenses directly related to the implementation of public events held in the June Lake area during the winter 2012-13 season, from November 2012 through April 2013.

**NOW, THEREFORE**, the County and the Chamber, in consideration of the mutual benefits, promises, covenants, terms, and conditions hereinafter contained, agree as follows:

**1. Scope of Services.**

- a. The Chamber will act as a funding channel to facilitate the organization and implementation of the following public activities events to be held in the June Lake area as herein described (collectively called the "Events"):
  - i. Music Entertainment on the following dates:
    - 1. December 15, 2012
    - 2. December 22, 2012
    - 3. December 29, 2012
    - 4. January 19 2013

5. February 2, 2013
6. February 9, 2013
7. February 16, 2013
8. March 9, 2013
9. March 16, 2013

ii. June Lake Winter Festival & Triple Threat Triathlon on February 1-3, 2013

iii. June Lake Snowmobile Rally on March 8-10, 2013

- b. Mono County agrees to reimburse the Chamber for expenditures necessarily incurred to facilitate and implement the above events and activities such as the following:
    - i. Rental or purchase of supplies, equipment, staging, signage, directional banners, safety equipment, and relevant materials
    - ii. Materials and assistance for course/event preparation including snow grooming and snow clearing
    - iii. Materials and assistance to book live music or DJ
    - iv. Materials and assistance to organize, prepare and coordinate race or events
  - c. Nothing in this Agreement prohibits the County from funding, organizing, or implementing any of the above described Events, or other events in the June Lake area during the fall of 2012 through the winter and spring of 2013, in a manner or method that is separate and distinct from this Agreement.
2. **Required licenses, certificates, and permits.** Any licenses, certificates, or permits required by the federal, state, county, or municipal governments for the Chamber to furnish, provide, or conduct the Events must be procured by the Chamber and be valid at the time the Chamber furnishes, provides, or performs the Events. Such licenses, certificates, and permits will be procured and maintained in force by the Chamber at no expense to the County.

### **3. Billing & Payment.**

- a. County agrees to and shall provide to the Chamber up to, but no more than, fourteen thousand seven hundred sixty dollars (\$14,760) for the purpose of fully or partially reimbursing the Chamber's costs to facilitate and implement the Events set forth in the Paragraph 1.a to this Agreement. Said amount shall constitute the contract limit. No payment shall be made to Applicant that is in excess of the contract limit. In order to be eligible for reimbursement pursuant to this Agreement, the Events must take place during the term of this Agreement.
- b. In order to be reimbursed pursuant to this Agreement, the Chamber shall submit to the County, upon completion of an Event and during the term of this Agreement, an itemized invoice of all costs and expenses incurred that are directly related to the Event. All such invoices shall identify the date on which the costs and expenses were incurred and indicate the direct relationship of the costs and expenses to a particular Event subject to this Agreement. Within 30 days of receipt of the invoice, the County shall make a reimbursement payment to the Chamber for all of those costs and expenses that qualify for reimbursement pursuant to this Agreement.
- c. Notwithstanding the above, in order for the Chamber to be reimbursed for any Events expenditure in excess of five hundred dollars (\$500), such expenditure shall be pre-approved by the Mono County Economic Development Department prior to the >\$500 Events expenditure being incurred.
- d. Except as expressly set forth in this Agreement, the Chamber shall not be entitled to, nor receive from County, any additional reimbursement, consideration, compensation, salary, wages, or other type of remuneration for services rendered under this Agreement. Specifically, the Chamber shall not be entitled, by virtue of this Agreement, to consideration in the form of, or reimbursement for, among other things, its own overhead, office space, supplies, equipment, vehicles, reference materials, support services, telephone service, travel costs, per

diem, meals, overtime, health insurance benefits, retirement benefits, disability retirement benefits, sick leave, vacation time, paid holidays, or other paid leaves of absence of any type or kind whatsoever.

4. **Term.** The term of this Agreement shall be from November 01, 2012 through June 30, 2013, unless sooner terminated as provided below.
5. **Termination.** This Agreement may be terminated as provided below.
  - a. If the Chamber fails to facilitate and/or implement any Event listed in Paragraph 1.a above, then the County may declare the Chamber in default and terminate this Agreement upon five (5) calendar days written notice to the Chamber.
  - b. The ability of the County to enter into this Agreement is based upon available funding from various sources. In the event that such funding fails, is reduced, or is modified, from one or more sources, County has the option to terminate, reduce, or modify this Agreement, or any of its terms within five (5) days of notifying the Chamber of the termination, reduction, or modification of available funding.
6. **Records and reporting.** The Chamber shall prepare and maintain an accounting for a period of one year following the termination of this Agreement, together with supporting documents in sufficient form and detail to substantiate its actual expenditures for the Events, and shall provide the accounting to County within fifteen (15) calendar days of County's request, and as otherwise required by this Agreement.

Any authorized representative of County shall have access to any books, documents, papers, and records, including, but not limited to, financial records of the Chamber, that County determines to be pertinent to this Agreement, for the purposes of conducting an audit, evaluation, or examination during the period such records are to be maintained by the Chamber, which shall be one year from the date this Agreement is terminated. Further, County has the right, at all

reasonable times, to audit, inspect, or otherwise evaluate the work performed or being performed under this Agreement.

7. **Non-discrimination.** The Chamber shall not unlawfully discriminate against any individual on the basis of race, gender, religion, national origin, sexual orientation, age, disability, or marital status in violation of state or federal law. The Chamber shall not exclude any person from participation in programs or services provided by the Chamber or deny benefits to any person in violation of state or federal law.
8. **Defense, indemnification, and hold harmless.** The Chamber shall defend, indemnify, and hold harmless County, its agents, officers, and employees from and against all claims, damages, losses, judgments, liabilities, expenses, and other costs, including litigation costs and attorney's fees, arising out of, resulting from or in connection with, the performance of this Agreement by the Chamber, or the Chamber's agents, officers, or employees. This obligation applies to, but is not limited to, any actual or alleged copyright, patent, or trademark infringement, personal injury, death, damage or destruction to tangible or intangible property, including the loss of use, caused or alleged to be caused in whole or in part by any act or omission of the Chamber, its agents, employees, suppliers, or anyone directly or indirectly employed by any of them, or anyone for whose acts or omissions any of them may be liable.

The Chamber's obligation to defend, indemnify, and hold the County, its agents, officers, and employees harmless under the provisions of this paragraph is not limited to, or restricted by, any requirement in this Agreement for the Chamber to procure and maintain a policy of insurance.

9. **Status of Chamber.** All acts of the Chamber, its agents, officers, and employees, relating to the performance of this Agreement, shall be performed as independent contractors, and not as agents, officers, or employees of County. The Chamber, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of County. Except as expressly provided in Paragraph 1, the Chamber has no authority or responsibility to exercise any rights or power vested in the County. No agent, officer, or employee of the County is to be considered an employee of the Chamber. It is

understood by both the Chamber and County that this Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship or a joint venture. As an independent contractor:

- a. The Chamber shall determine the method, details, and means of performing the work and services to be provided by the Chamber under this Agreement.
- b. The Chamber shall be responsible to County only for the requirements and results specified in this Agreement, and except as expressly provided in this Agreement, shall not be subjected to County's control with respect to the physical action or activities of the Chamber in fulfillment of this Agreement.
- c. The Chamber, its agents, officers, and employees are, and at all times during the term of this Agreement shall, represent and conduct themselves as independent contractors, and not as employees of County.

10. **Assignment.** County has relied upon the skills, knowledge, experience, and/or training of the Chamber as an inducement to enter into this Agreement. The Chamber shall not assign or subcontract this Agreement, or any part of it, without the express written consent of the County.

11. **Amendment.** This Agreement may only be modified or amended by the mutual consent of the parties hereto. Any such amendments shall be in written form and executed with the same formalities as this Agreement, and attached to the original Agreement to maintain continuity.

12. **Notice.** Any notice, communication, amendments, additions or deletions to this Agreement, including change of address of any party during the term of this Agreement, which the Chamber or County shall be required to make, or may desire to make, shall be in writing and may be personally served, or sent by prepaid first-class mail to the respective parties as follows:

County of Mono:	The Chamber:
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Alicia Vennos Economic Development Department Director P.O. Box 603 Mammoth Lakes, CA 93546	Don Morton June Lake Chamber of Commerce Treasurer 2784 Highway 158 June Lake, CA 93529
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13. **Entire Agreement.** This Agreement contains the entire agreement of the parties, and no representations, inducements, promises, or agreements otherwise between the parties not embodied herein or incorporated herein by reference, shall be of any force or effect. Further, no term or provision hereof may be changed, waived, discharged, or terminated, unless executed in writing by the parties hereto.

**IN WITNESS THEREOF**, the County and the Chamber have executed this Agreement on the \_\_\_\_ day of \_\_\_\_\_, 2013.

CHAMBER:

MONO COUNTY:

By: \_\_\_\_\_

By: \_\_\_\_\_

JIM ARKENS  
County Administrative Officer

APPROVED AS TO FORM:

APPROVED BY RISK MANAGEMENT:

\_\_\_\_\_  
COUNTY COUNSEL

\_\_\_\_\_  
RITA SHERMAN