

**REIMBURSEMENT AGREEMENT
BETWEEN THE CITY OF BRENTWOOD AND HARVEST TIME IN BRENTWOOD FOR U-
PICK CAPITAL AGRITOURISM MARKETING AND DOCUMENTARY CAMPAIGN SERVICES**

This Reimbursement Agreement ("Agreement") is entered this ____ day of _____, 2022, (the "Effective Date") by and between the City of Brentwood, a municipal corporation of the State of California ("City") and Harvest Time in Brentwood, a 501(c)(6) non-profit organization ("Harvest Time") (each a "Party", and collectively, the "Parties").

RECITALS

- A. Harvest Time is a non-profit organization that is dedicated to agritourism promotion and education of farming and its products in the Brentwood, California region of East Contra Costa County.
- B. On February 27, 2018, the City Council approved and adopted the FY2018/19 - FY2019/20 City of Brentwood Strategic Plan. Under this plan, \$150,000 was allocated for the two fiscal years, for a total funding amount of \$300,000 for projects and programs budgeted in the Agricultural Business Program Strategic Initiative.
- C. On June 23, 2020, by Resolution No. 2020-85, the City Council approved the Fiscal Year 2020/21 – 2021/22 Operating Budget including the Agricultural Business Program Strategic Initiative budget in the Agricultural Land Fund.
- D. On _____, 2022, by Resolution No. _____, the City Council authorized staff to reimburse Harvest Time for activities associated with the U-Pick Capital marketing and documentary campaign, in an amount not to exceed \$66,000.
- E. This Agreement memorializes the terms of reimbursement for development of the U-Pick Capital marketing and documentary campaign.

NOW, THEREFORE, IT IS HEREBY AGREED by the Parties, as follows:

1. REIMBURSEMENT OF FUNDS

1.1 City. As further detailed in this Agreement, City will reimburse Harvest Time for marketing and documentary campaign expenditures in a not to exceed amount of \$66,000.

1.2 Harvest Time. When seeking reimbursement, Harvest Time will complete the reimbursement form included in the attached Exhibit "A," and will provide all documentation required by City prior to reimbursement funds being disbursed. Harvest Time will file a program expenditure reimbursement form(s) on a progress completion basis up to total amount stated in Section 1.1.

2. USE OF FUNDS

Harvest Time may only request reimbursement from the City for marketing and documentary campaign services as outlined below, and upon approval by City in accordance with Section 1.2 above:

- 2.1 U-Pick Capital - 2022 HTIB Marketing Costs - not to exceed \$26,000:
Includes digital media production, social media ad purchases, and publications.
- 2.2 U-Pick Capital Video Documentary – not to exceed \$40,000:
Includes long format documentary, and short run videos for promotional purposes.

3. TERM

This Agreement will commence on the Effective Date, and will terminate upon the completion of the services identified in Section 2, and reimbursement of all allowable expenditures by the City.

4. GENERAL PROVISIONS

4.1 Assignment. No Party will assign any right or obligation pursuant to this Agreement without the written consent of the other parties. Any attempted or purported assignment without the written consent of the other parties will be void and of no effect.

4.2 Notices, Demands, and Communications between the Parties. Any approval, disapproval, demand, document, or other notice ("Notice") which a Party may desire to give the other parties under this Agreement must be in writing and will be given by certified mail, return receipt requested and postage prepaid; personal delivery; or reputable overnight courier (but not by facsimile or email), to the Party (or parties) to whom the Notice is directed at the address set forth below, or at any other address as that Party (or parties) may later designate by Notice.

To City: City of Brentwood
150 City Park Way
Brentwood, CA 94513
Attention: City Manager

To Harvest Time: Harvest Time in Brentwood
P.O. Box 810
Brentwood CA 94513
Attention: Steve Gursky, President

Any Notice will be deemed received on the date of delivery if delivered by personal service; on the date of delivery or refused delivery as shown by the return receipt if sent by certified mail; and on the date of delivery or refused delivery as shown by the records of the overnight courier if sent via a nationally recognized overnight courier. Notices sent by a Party's attorney on behalf of their client will be deemed sent by their client.

4.3 Relationship of the Parties. It is hereby acknowledged that the relationship between the Parties is not that of a partnership or joint venture, and that City and Harvest Time will not be deemed or construed for any purpose to be the agent of the other. Accordingly, except as provided in this Agreement, City will have no rights, powers, duties, or obligations with respect to the development, operation, maintenance, or management of Harvest Time facilities or the marketing project. Harvest Time will indemnify, hold harmless, and defend City from any claim made against City arising from a claimed relationship of partnership or joint venture between City and Harvest Time with respect to the development, operation, maintenance, or management of Harvest Time facilities or the marketing project.

4.4 Entire Agreement. This Agreement contains the entire understanding between the Parties relating to the transactions contemplated by it. All prior or contemporaneous agreements, understandings, representations and statements, oral or written, are merged in this Agreement and will be of no further force or effect.

4.5 Amendments. Any alteration, change or modification of or to this Agreement, in order to become effective, will be made in writing and in each instance signed on behalf of each Party.

4.6 Conflicts of Interest. No member, official, or employee of any Party will have any personal interest, direct or indirect, in this Agreement, nor will any such member, official, or employee participate in any decision relating to the Agreement which affects his or her personal interests, or the interests of any corporation, partnership, or association in which he or she is directly or indirectly interested.

4.7 Indemnity. Harvest Time will individually and jointly indemnify, defend (with counsel reasonably acceptable to the City), protect, and hold the City, its officers, employees, agents and volunteers, harmless from, any and all claims arising out of the development, operation, maintenance, or management of Harvest Time facilities or marketing project, including, but not limited to, any damages to property, injuries to persons, or accidental death (including reasonable attorneys' fees and costs), which may result from the activities of Harvest Time, whether such activities are performed by Harvest Time, their members, or by anyone directly or indirectly employed or contracted with by Harvest Time, and/or their members. Harvest Time's indemnity obligations under this section will not extend to claims, damages, defense costs, or liability for property damage, bodily injury or death occasioned by the sole negligence or willful misconduct of City, its officers, employees, agents, or volunteers.

4.8 Non-liability of Officials and Employees of City. No member, official, or employee of City will be personally liable to Harvest Time, or any successor in interest, in the event of any default or breach by City or for any amount, which may become due to Harvest Time or their successors, or on any obligations under the terms of this Agreement.

4.9 Jurisdiction and Venue. Any action at law or in equity brought under this Agreement for the purpose of enforcing a right or rights provided for by this Agreement will be tried in a court of competent jurisdiction in the County of Contra Costa, State of California, and the Parties waive all provisions of law providing for a change of venue in these proceedings to any other county.

4.10 No Third Party Rights. This Agreement is made and entered into solely for the benefit of the Parties, and no other third party will have any right of action under this Agreement.

4.11 Disclosure of Documents. Harvest Time acknowledge that City is subject to the provisions of the California Public Records Act and that any information submitted to the City may be disclosed to the extent required by law.

4.12 Maintenance of Records. Harvest Time will maintain complete and accurate records with respect to the activities contemplated by this Agreement. All records will be clearly identifiable. Harvest Time will allow a representative of City, during normal business hours, to examine, audit, and make transcripts or copies of records and any other documents created pursuant to this Agreement. Harvest Time will allow inspection of all work, data, documents, proceedings, and activities related to the activities contemplated by this Agreement during the

Agreement Term, and for a period of three (3) years from the date of final reimbursement payment under this Agreement.

4.13 Termination. In the event that Harvest Time fails to comply with its obligations under the Agreement, City may terminate the Agreement upon written Notice to Harvest Time.

4.14 Survival. The provisions that survive termination or expiration of this Agreement include Section 4 General Provisions subsections 4.3, and 4.7 through 4.12.

4.15 Signatures.

4.15.1 Counterparts. This Agreement may be executed in two or more counterparts, each of which together will be deemed an original, but all of which together will constitute the same instrument.

4.15.2 Digital/Electronic Signatures. Using a City-approved method, this Agreement may be executed through the use of digital or electronic signatures in accordance with Government Code Section 16.5. The presence of an electronic signature on this Agreement will be construed as the Parties' consent to do business electronically.

4.16 Authority. The individuals executing this Agreement represent and warrant that they have the right, power, legal capacity and authority to enter into and to execute this Agreement on behalf of the respective legal entities of the Parties.

HARVEST TIME IN BRENTWOOD:

CITY:

Harvest Time In Brentwood, a 501(c)(6) non-profit organization

City of Brentwood

By: _____
Steve Gursky, President

By: _____
Tim Y. Ogden, City Manager

ATTEST:

By: _____
Margaret Wimberly, City Clerk

APPROVED AS TO FORM:

By: _____
Damien Brower, City Attorney

EXHIBIT A

AGRICULTURAL ENTERPRISE REIMBURSEMENT FORM



Agricultural Enterprise Reimbursement Form

Please mail completed reimbursement form to:

City of Brentwood
Attn: City Manager's Office/Economic Development
150 City Park Way
Brentwood, CA 94513
or email to: jewen@brentwoodca.gov

Name of Organization: _____

Contact Person: _____ Phone: _____

Email: _____

Mailing Address: _____

Project Name: _____

Funding Amount Approved: \$ _____

City Council Resolution No: _____

The following documents must be included for reimbursement:

- Bank Statement(s) or Cancelled Check(s) Copies of all Invoices
 Reimbursement Expense Sheet (attached)

I hereby certify that all of the facts, figures, and representations made in this report, including all attachments, are true and correct to the best of my knowledge.

Signature of Authorizing Official: _____

Print Name and Title of Authorizing Official: _____

Date: _____

Please list all vendors, description of service, and actual costs for expenditures related to funding approval and request for reimbursement.

| Itemized Expenditures | | | | | |
|-------------------------------------|------------------------|-------------|---------------|------------------|----------|
| | | | City Use Only | | |
| Vendor | Description of Service | Actual Cost | Invoice | Proof of Payment | Approved |
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| TOTAL REIMBURSABLE EXPENSES: | | | | | |
| | | \$ | | | |