

FUNDING AGREEMENT #090-F1811  
AMENDMENT I

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This Amendment I to that Funding Agreement #090-F1811, made and entered into by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "County") and El Dorado Arts Council, a non-profit organization duly qualified to conduct business in the State of California whose mailing address is P.O. Box 2400, Placerville, California 95667 (hereinafter referred to as "Recipient");

**RECITALS**

**WHEREAS**, Recipient has been provided funding by County to perform activities that encourage economic development in the County by supporting and promoting tourism, entertainment, business, and leisure travel activities through the County's Economic Development Program, in accordance with Funding Agreement #090-F1811, dated July 7, 2017, incorporated herein and made by reference a part hereof; and

**WHEREAS**, County has appropriated funding for the purpose of providing Economic Development funding to private non-profit organizations and public agencies; and

**WHEREAS**, the funding provided herein will serve a public purpose and provide a valuable public benefit in that it will promote cultural activities, historical preservation activities, and/or promotional activities which enhance tourism and industry, and/or local community events which encourage a sense of community to the people of the County of El Dorado; and

**WHEREAS**, the parties agree the funding will be in conformity with all applicable federal, state and local laws and use of the funding shall be in conformity with the stated Scope of Work; and

**WHEREAS**, the parties hereto have mutually agreed to revise the activities to be provided by Recipient identified in Exhibit "A", hereby amending **ARTICLE 1 – Scope of Work**; and

**WHEREAS**, the parties hereto have mutually agreed to increase the total amount of the Agreement by \$20,000.00 for a new total not to exceed amount \$211,622.00, hereby amending **ARTICLE 3 – Payment and Use of Funds**; and

**NOW THEREFORE**, the parties do hereby agree that Funding Agreement #090-F1811 shall be amended a first time as follows:

Article 1 is hereby amended to read as follows:

**ARTICLE 1**

**Scope of Work:** Recipient shall perform services and provide deliverables described in revised Exhibit "A" marked "Scope of Work", incorporated herein and made by reference a part hereof. It is understood that funding provided by County is not intended to fully fund the services and deliverables described in revised Exhibit "A". Recipient is responsible for securing other sources of funding necessary to fully fund and deliver the services and deliverables described in revised Exhibit "A."

Article 3 is hereby amended to read as follows:

**ARTICLE 3**

**Payment and Use of Funds:** County agrees to pay Recipient in accordance with the following schedule:

Fiscal Year 2017-18:

- Installment 1: \$23,952.75 – Within thirty (30) days of execution of this Agreement (*Paid 7/27/17*)
- Installment 2: \$23,952.75 – Not later than November 1, 2017 (*Paid 10/27/17*)
- Installment 2.1: \$6,666.67 – Within thirty (30) days of execution of Amendment I
- Installment 3: \$30,619.42 – Not later than February 1, 2018
- Installment 4: \$30,619.41 – Not later than May 1, 2018

Fiscal Year 2018-19:

Funding for Fiscal Year 2018-19 is subject to the County's receipt and acceptance of a detailed Scope of Work for that year. Such Scope of Work shall be submitted to the Contract Administrator no later than April 1, 2018.

- Installment 1: \$23,952.75 – Not later than August 1, 2018
- Installment 2: \$23,952.75 – Not later than November 1, 2018
- Installment 3: \$23,952.75 – Not later than February 1, 2019
- Installment 4: \$23,952.75 – Not later than May 1, 2019

Funding shall be used solely for the purposes described in revised Exhibit "A". Recipient expressly agrees that any funds paid by County under this Agreement shall not be used, directly or indirectly, for any other purposes, without prior written approval from County.

The total amount of this Agreement, as amended, shall not exceed \$211,622.00.

Except as herein amended, all other parts and sections of that Funding Agreement #090-F1811 shall remain unchanged and in full force and effect.

**IN WITNESS WHEREOF**, the parties hereto have executed this first Amendment to that Funding Agreement #090-F1811 on the dates indicated below.

**-- COUNTY OF EL DORADO --**

Dated: \_\_\_\_\_

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

Purchasing Agent  
"County"

**-- RECIPIENT --**

Dated: \_\_\_\_\_

EL DORADO ARTS COUNCIL  
A NON-PROFIT ORGANIZATION

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

Executive Director

**Revised Exhibit "A"  
Scope of Work – FY 2017-18**

**El Dorado Arts Council  
Economic Development Funding Agreement**

Upon a duly executed contract and issuance of a notice to proceed from the County contract administrator, the Recipient shall perform the following activities/deliverables:

Activity:	Deliverable(s):	Activity Completion Date:
Develop no fewer than four (4) curated exhibitions within the El Dorado Arts Council gallery space, and at spaces around El Dorado County, that demonstrate new art forms, highlight area heritage, focus attention on local artists, and forge local arts partnerships.	<ol style="list-style-type: none"> <li>1. Completion of Events:               <ol style="list-style-type: none"> <li>a. Hiring of El Dorado County artists to exhibit and perform at events, as dictated by event content.</li> </ol> </li> <li>2. Attraction of a minimum 1,000 annual attendees combined at events.               <ol style="list-style-type: none"> <li>b. At least 20% of Event attendees from outside El Dorado County as demonstrated by ticket sales data. Generation of at least 100 bed nights for El Dorado County hoteliers as demonstrated by polling of area hoteliers in conjunction with arts events. Produce a plan to work with local visitor and economic development partners to market and package events for visitors.</li> </ol> </li> </ol>	June 30, 2018
Offer a minimum of 8 standing programs and services that support local El Dorado County artists: Poetry Out Loud, Veterans Voices, Arts Incubator, Art Partners, Networking, Poet Laureate, Events Calendar, Studio Tour Preview.	<ol style="list-style-type: none"> <li>1. Completion of Events:               <ol style="list-style-type: none"> <li>c. Hiring of El Dorado County artists to exhibit and perform at Events.</li> </ol> </li> <li>2. Attraction of a minimum 1,000 annual attendees combined at events.               <ol style="list-style-type: none"> <li>d. At least 20% of Event attendees from outside El Dorado County as demonstrated by ticket sales data. Generation of at least 500 bed nights for El Dorado County hoteliers as demonstrated by polling of area hoteliers in conjunction with arts events.</li> </ol> </li> </ol>	June 30, 2018

Effective upon final execution of Amendment I:

Begin implementation of the Cultural Master Plan	<ol style="list-style-type: none"> <li>1. Arts advocacy.</li> <li>2. Collaborative marketing and projects.</li> <li>3. Initial study on implementation of projects with larger scope.</li> </ol>	June 30, 2018
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