

CREEKSIDE DRIVE ROAD ZONE OF BENEFIT #27  
FUNDING AGREEMENT # AGMT 07-1412

**Amendment I**

**THIS AMENDMENT I** to that Funding Agreement # AGMT 07-1412 made and entered into by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "DONEE"), and Marlon Ginney, a property owner within the Creekside Drive Road Zone of Benefit #27 within County Service Area #9 (hereinafter referred to as "DONOR");

**R E C I T A L S**

**WHEREAS**, DONOR has donated to DONEE, and DONEE has accepted from DONOR the sum of \$1,750.00 to cover the administrative and miscellaneous costs associated with the Creekside Drive Road Zone of Benefit for fiscal year 2006/2007 and fiscal year 2007/2008 pursuant to Funding Agreement # AGMT 07-1412, incorporated herein and made by reference a part hereof; and

**WHEREAS**, DONOR has submitted an application to annex territory to the Creekside Drive Road Zone of Benefit; and

**WHEREAS**, a requirement for the completion of the annexation is the establishment of a benefit assessment or special tax; and

**WHEREAS**, the annexation and establishment of the funding source will not be completed prior to June 30, 2008; and

**WHEREAS**, sufficient fund balance will remain at the close of fiscal year 2007/2008 to cover the estimated incidental charges from other County Departments to the Creekside Drive Road Zone of Benefit for fiscal year 2008/2009; and

**WHEREAS**, the parties hereto desire to amend Funding Agreement #AGMT 07-1412 to allow the funds donated pursuant to the Agreement to also be used to pay for the administrative and miscellaneous costs associated the Creekside Drive Road Zone of Benefit including estimated and actual costs incurred during fiscal year 2008/2009, amending **PURPOSE OF AGREEMENT**; and

**WHEREAS**, the parties hereto desire to amend Funding Agreement # AGMT 07-1412 to extend the expiration date of June 30, 2008 for one (1) additional one (1) year term, amending **TERM OF AGREEMENT**;

**NOW, THEREFORE**, DONEE and DONOR mutually agree to amend the terms of the Agreement in this Amendment I to Funding Agreement # AGMT 07-1412, to read as follows:

## PURPOSE OF AGREEMENT

Funds provided by DONOR will be used to pay for the administrative and miscellaneous costs associated with the Creekside Drive Road Zone of Benefit including estimated and actual costs incurred during fiscal year 2006/2007, fiscal year 2007/2008 and estimated costs for fiscal year 2008/2009.

## TERM OF AGREEMENT

This Agreement shall become effective when fully executed by the parties hereto and shall expire on June 30, 2009; at such time as a benefit assessment or special tax sufficient to 1) provide road maintenance and improvement services on Creekside Court and a portion of Creekside Drive within the Creekside Drive Road Zone of Benefit, and 2) cover the associated administrative and miscellaneous costs incurred by the County in providing such services is established for the Zone; or the Zone of Benefit is dissolved, whichever comes first.

Except as herein amended, all other parts and sections of Funding Agreement # AGMT 07-1412 shall remain unchanged and in full force and effect.

### Contract Administrator Concurrence:

By: Tom Celio  
Tom Celio  
Deputy Director of Maintenance

Dated: 6/6/08

### Requesting Department Concurrence:

By: Richard W. Shepard  
Richard W. Shepard, P.E.  
Director of Transportation

Dated: 6/4/08

**IN WITNESS WHEREOF**, the parties hereto have executed this Amendment I to Funding Agreement # AGMT 07-1412 on the dates indicated below, the latest of which shall be deemed to be the effective date of this Amendment.

**--C O U N T Y O F E L D O R A D O--**

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

Board of Supervisors  
"DONEE"

Attest:  
Cindy Keck  
Clerk of the Board of Supervisors

By: \_\_\_\_\_ Dated: \_\_\_\_\_  
Deputy Clerk

**--M A R L O N G I N N E Y--**

By: Marlon Ginney Dated: 6-9-08  
Marlon Ginney  
"DONOR"

CREEKSIDER DRIVE ROAD ZONE OF BENEFIT # 27  
FUNDING AGREEMENT

THIS AGREEMENT, entered into by and between the County of El Dorado, a public entity, (hereinafter "DONEE") and Marlon Ginney, property owner within the Creekside Drive Road Zone of Benefit #27 within County Service Area #9 (hereinafter "DONOR").

## RECITALS

1. The parties agree that the Creekside Drive Road Zone of Benefit was formed for the purpose of providing road maintenance and improvement services on a Creekside Court and a portion of Creekside Drive;
2. The *Policy and Procedure Guidelines for Creation and Administration of Zones of Benefit within a County Service Area*, amended June 2, 1987 require that the benefit assessment or special tax collected shall be in an amount sufficient to pay for the proposed services including administrative and miscellaneous costs incurred by the County in providing such services;
3. The property owners of the Creekside Drive Road Zone of Benefit set the funding level for the Zone of Benefit at zero in the 1987/1988 tax year and no election has been held to establish a benefit assessment or special tax within the Zone of Benefit since that time;
4. The fund balance carried forward since the 1987/1988 tax year has been depleted and, without sufficient funding to support the ongoing administration of the Zone of Benefit, the parties have been forced to consider dissolution of the Zone of Benefit; and
5. In order to avoid dissolution of the Zone of Benefit, the DONOR desires to donate to the County of El Dorado and the County of El Dorado desires to accept from DONOR the sum of \$1,750.00 (one thousand seven hundred and fifty dollars) for the express purpose of providing funding for actual and anticipated administrative

and miscellaneous costs associated with the Creekside Drive Road Zone of Benefit. The donation is a gift to the County of funds, which is subject to the conditions contained herein.

#### **PURPOSE OF AGREEMENT**

Funds provided by the DONOR will be used to pay for the administrative and miscellaneous costs associated with the Creekside Drive Road Zone of Benefit including estimated and actual costs incurred during fiscal year 2006/2007 and estimated costs for fiscal year 2007/2008.

#### **ACTUAL AND ESTIMATED COSTS**

The actual and estimated costs associated with the Creekside Drive Road Zone of Benefit for fiscal year 2006/2007 and fiscal year 2007/2008 total \$1,750.00 (one thousand seven hundred and fifty dollars. The costs include but are not limited to:

<b>Annual Costs</b>	<b>Estimated*/Actual**</b>	
	<b>2006/2007</b>	<b>Estimated 2007/2008</b>
Board of Supervisors Fee	\$35.00**	\$ 35.00
Computer Main Frame	\$114.00**	\$ 114.00
Share of Zone Insurance Premium	\$125.00**	\$127.00
Indirect Administrative Charges	\$ 200.00*	\$ 200.00
Direct Charges	\$ 400.00*	\$ 400.00
<b>Totals:</b>	<b>\$ 874.00</b>	<b>\$ 876.00</b>

Costs include insurance, indirect administrative costs required for the operation of the zone of benefit program, direct administrative time spent on issues specific to the Creekside Drive Road Zone of Benefit, and incidental charges from other County Departments, including the County Treasurer/Tax Collector, the County Auditor/Controller and/or the County Recorder-Clerk and Registrar of Voters. Should

the actual administrative costs exceed the amount deposited hereunder, DONOR shall deposit additional funds as required by COUNTY within ten (10) calendar days following the County's written request. Such written request shall be accompanied by an itemized detail of actual and anticipated costs that will require the deposit of additional funds.

Funding in the amount of \$1,750.00 (one thousand seven hundred and fifty dollars) received from DONOR for the administration of Creekside Road Zone of Benefit #27 is a gift/donation, not a loan, and will neither be refunded, nor reimbursed nor credited against any taxes or assessments that are due now or will become due in the future.

All funds donated pursuant to this Agreement shall be deposited with the Department of Transportation. The funds will be held in the separate operating account specifically identified for Creekside Drive Road Zone of Benefit #27. The account is interest bearing and has been established with the County Auditor. Interest received on the deposited funds shall be added to the account balance to be used in the same manner and for the same purposes as DONOR's deposited funds herein.

DONOR shall deposit the funds as specified above within ten (10) calendar days of the full execution of this Agreement. Failure of DONOR to deposit the funds within the time period specified shall constitute withdrawal of DONOR's previous objection to a registered voter election to consider a measure to establish a special tax to provide funding for the Creekside Drive Road Zone of Benefit.

#### **TERM OF AGREEMENT**

This Agreement shall become effective when fully executed by both parties hereto and shall expire on June 30, 2008; at such time as a benefit assessment or special tax sufficient to 1) provide road maintenance and improvement services on Creekside Court and a portion of Creekside Drive within the Creekside Drive Road Zone of Benefit, and 2) cover the associated administrative and miscellaneous costs incurred by the County in providing such services is established for the Zone; or the Zone of Benefit is dissolved, whichever comes first.

## MAINTENANCE

The costs covered pursuant to this Agreement shall not vest in the DONOR any greater rights to travel Creekside Drive and Creekside Court than exist in the public, and do not commit the County to any duty of maintenance under the terms of this Agreement, or as a condition of the gift made.

## CONTRACT ADMINISTRATOR

The County Officer or employee with responsibility for administering this Agreement is Tom Celio, Deputy Director, Maintenance, Department of Transportation, or successor.

## EXECUTION IN COUNTERPARTS

This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original instrument and each of which shall have the force and effect of an original and all of which together shall constitute one and the same instrument.

Requesting Department Concurrence:

By:   
Richard W. Shepard, P.E.  
Director of Transportation

Dated: 5/7/07

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates indicated below, the latest of which shall be deemed to be the effective date of this Agreement.

COUNTY OF EL DORADO

By: Helen K. Baumann Dated: 6/26/07  
Helen K. Baumann  
Board of Supervisors  
"Donee"

Attest:  
Cindy Keck  
Clerk of the Board of Supervisors

By: Debby Taylor Dated: 6/26/07  
Debby Taylor  
Deputy Clerk

DONOR

By Marlon Ginney Dated 5-10-07  
Marlon Ginney