

# ORIGINAL

FUNDING AGREEMENT NUMBER 776-F0710  
WITH FAIRPLAY-AUKUM COMMUNITY HALL ASSOCIATION  
AMENDMENT I

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This Amendment I to that Agreement for Services #776-F0710, 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 Fairplay-Aukum Community Hall Association, a California Non-Profit Corporation organized under the California Civil Code, Title XII, Part IV, Division I entitled Religious, Social, and Benevolent Corporation and who qualified for non-profit status within the meaning of section 501(c)(3) of the Internal Revenue Code of 1986, (hereinafter referred to as "Community Hall");

## WITNESSETH

**WHEREAS**, Community Hall is organized to serve as a public benefit corporation to operate within and for the social welfare and benefit of the public and the residents of El Dorado County; and

**WHEREAS**, Community Hall is the owner and manager of Three Forks Grange Hall building located at 7060 Mt. Aukum Road, Mt Aukum, California 95656 dedicated to the public use for civic and social welfare purposes ("Community Building"); and

**WHEREAS**, Community Hall has undertaken a project to repair the Community Building, which repairs will include the repair and remodeling of the kitchen facilities, repair and installation of new flooring, and associated repair and replacement of fixtures, equipment, plumbing and the relocation of utilities, together with the purchase of new tables and chairs, as identified in Revised Exhibit "A", marked "Proposal", incorporated herein and made part by reference hereof ("Repair Project"); and

**WHEREAS**, County has determined that it is in the best interest of the residents of El Dorado County to assist Community Hall with its Repair Project by contributing funds to Community Hall to be used in the Repair Project, in accordance with Funding Agreement Number 776-F0710, dated May 9, 2007, incorporated herein and made by reference a part hereof; and

**WHEREAS**, the parties hereto have mutually agreed to modify the term of said Agreement and modify fund usage hereby amending **ARTILCE I – Payment of Funds, ARTICLE II – Use of Funds, and ARTICLE III - Term.**

**NOW THEREFORE**, the parties do hereby agree that Funding Agreement #776-F0710 shall be amended a first time as follows:

#### **ARTICLE I**

**Payment of Funds:** County shall pay Community Hall the sum of \$50,000.00 according to the following:

Within five (5) days after presentation to the County of a copy of an executed contract or contract and/or other proof or evidence by Community Hall, satisfactory to County, which contractor(s) or other proof or evidence shall be accompanied by an attestation under penalty of perjury by an authorized corporate officer of Community Hall that the documents are true and accurate copies and that Community Hall has committed to expenditure of \$50,000.00 for the Repair Project, County shall pay Community Hall the sum of \$50,000.00.

Funds for individual renovation expenses, as indicated in Revised Exhibit "A", may be moved between line items. In no event shall County's obligations under this Agreement exceed \$50,000.00

#### **ARTICLE II**

**Use of Funds:** Community Hall will use the funds to be paid by the County solely for the Repair Project. Community Hall will enter into contract(s) for the Repair Project no later than June 30, 2008 and shall complete said project no later than June 30, 2009. In the event that Community Hall does not enter into contract(s) for the repair project by June 30, 2008 and complete said project by June 30, 2009, County's obligation for payment shall be null and void, and upon written demand by the County, Community Hall shall return any funds it has received from County and not spent on the Repair Project to County within thirty (30) days of the mailing date of the written demand of County.

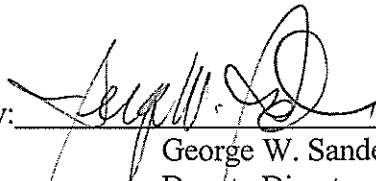
Commencing on the 10<sup>th</sup> day of the month immediately following the day funds are first paid by County to Community Hall and on each 10<sup>th</sup> day of the month thereafter, until the total sum of \$50,000.00 is accounted for, Community Hall shall submit to County its statement noting the repairs to Community building that have been accomplished or completed through the end of the immediately preceding month. Said statement shall be substantially in the form of Exhibit "B", incorporated herein and made part by reference hereof, and shall be signed under penalty of perjury by an authorized corporate officer of Community Hall.

#### **ARTICLE III**

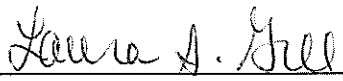
**Term:** This Agreement shall become effective upon final execution by both parties hereto and shall cover the period of September 1, 2007 through June 30, 2009.

Except as herein amended, all other parts and sections of that Agreement #776-F0710 shall remain unchanged and in full force and effect.

**REQUESTING CONTRACT ADMINISTRATOR CONCURRENCE:**

By:  Dated: 10/26/07  
George W. Sanders  
Deputy Director  
General Services Department

**REQUESTING DEPARTMENT HEAD CONCURRENCE:**

By:  Dated: 10/29/07  
Laura Gill  
Acting Director  
General Services Department

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IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to that Agreement for Services #776-F0710 on the dates indicated below, the latest of which shall be deemed to be the effective date of this Amendment.

-- COUNTY OF EL DORADO --

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

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

Chairman  
Board of Supervisors  
"County"

ATTEST:  
Cindy Keck, Clerk  
of the Board of Supervisors

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Deputy Clerk

-- COMMUNITY HALL --

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

FAIRPLAY-AUKUM COMMUNITY HALL ASSOCIATION,  
A CALIFORNIA NON-PROFIT CORPORATION

By: Harry C. Dean  
Harry Dean  
President  
"Community Hall"

By: Roberta J. Steele  
Corporate Secretary

Dated: 11-1-07

# Revised Exhibit "A"

## PROPOSAL

The purpose of this proposal is the renovation of Three Forks Grange Hall (Fairplay-Aukum Community Hall) at 7060 Mt. Aukum Road, Mt. Aukum. The scope of includes installation of new kitchen fixtures, finishing stucco in the kitchen removing kitchen window, new floor coverings in kitchen and bathrooms, electrical rewiring, rerouting propane line to heating unit in main hall, acquiring new tables and chairs, replacing kitchen door and entryway, new heating unit in meeting room, installing sound deadening material around main hall walls and installation of public address system in main hall.

Phase 1: Have plans drawn for structural design, layout of building and layout of equipment of building as well as HVAC shop drawings for range hood, exhaust and make up air systems- \$ 4,700

Phase 2: Obtain new bids from vendors and suppliers and enter into contracts for work to be completed. Amend Funding agreement 776-F0710.

Phase 3: Complete work as described below -

1. Kitchen renovation and remodeling including, but not limited to: \$33,655  
range hood installation - 10' ventilation hood, exhaust duct & blower, make-up air system, 45"x120"x45"x24" enclosure panel, stainless steel wall lining, fire suppression system, installation of hood and stainless steel, lifting fees, delivery charges

60" Vulcan range, 6 burners, 24" griddle, 2 ovens  
gas connector, quick disconnect

Three-bay stainless steel sink, 2 swing faucets, hand washing sink

48" x 30" stainless steel worktable

Plumbing for 3-bay sink, dishwasher and hand washing sink, electrical for dishwasher, 3-bay sink, range hood and light fixtures, install mop sink in storeroom

Replace kitchen door, take out kitchen window, finish stucco

Replace kitchen entrance and landing, install duct bracing

2. New tables and chairs, 25 6' polyurethane tables, 120 chairs- \$ 2,345

3. Replace kitchen floor, cove floor covering, replace flooring with coving in bathrooms -	\$ 5,905
4. Reroute propane line to main hall heating unit, new heating unit in meeting room -	\$ 1,540
5. Install sound deadening material around main hall walls, install P.A. system in main hall -	<u>\$ 1,855</u>
	\$50,000

**COPY**  
**ORIGINAL**

FUNDING AGREEMENT NUMBER 776-F0710  
WITH FAIRPLAY-AUKUM COMMUNITY HALL ASSOCIATION

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**THIS AGREEMENT** made and entered by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "County") and Fairplay-Aukum Community Hall Association, a California Non-Profit Corporation organized under the California Civil Code, Title XII, Part IV, Division I entitled Religious, Social, and Benevolent Corporation and who qualified for non-profit status within the meaning of section 501(c)(3) of the Internal Revenue Code of 1986, (hereinafter referred to as "Community Hall");

**RECITALS**

**WHEREAS**, Community Hall is organized to serve as a public benefit corporation to operate within and for the social welfare and benefit of the public and the residents of El Dorado County; and

**WHEREAS**, Community Hall is the owner and manager of Three Forks Grange Hall building located at 7060 Mt. Aukum Road, Mt Aukum, California 95656 dedicated to the public use for civic and social welfare purposes ("Community Building"); and

**WHEREAS**, Community Hall has undertaken a project to repair the Community Building, which repairs will include the repair and remodeling of the kitchen facilities, repair and installation of new flooring, and associated repair and replacement of fixtures, equipment, plumbing and the relocation of utilities, together with the purchase of new tables and chairs, as identified in Exhibit "A", marked "Proposal", incorporated herein and made part by reference hereof ("Repair Project"); and

**WHEREAS**, County has determine that it is in the best interest of the residents of El Dorado County to assist Community Hall with its Repair Project by contributing funds to Community Hall to be used in the Repair Project;

**NOW, THEREFORE**, County and Community mutually agree as follows:

## **ARTICLE I**

**Payment of Funds:** County shall pay Community Hall the sum of \$50,000.00 according to the following:

Within five (5) days after presentation to the County of a copy of an executed contract or contract and/or other proof or evidence by Community Hall, satisfactory to County, which contractor(s) or other proof or evidence shall be accompanied by an attestation under penalty of perjury by an authorized corporate officer of Community Hall that the documents are true and accurate copies and that Community Hall has committed to expenditure of \$50,000.00 for the Repair Project, County shall pay Community Hall the sum of \$50,000.00.

In no event shall County's obligations under this Agreement exceed \$50,000.00

## **ARTICLE II**

**Use of Funds:** Community Hall will use the funds to be paid by the County solely for the Repair Project. Community Hall will enter into contract(s) for the Repair Project no later than December 31, 2007 and shall complete said project no later than December 31, 2008. In the event that Community Hall does not enter into contract(s) for the repair project no later than December 31, 2007 and shall complete said project no later than December 31, 2008, County's obligation for payment shall be null and void, and upon written demand by the County, Community Hall shall return any funds it has received from County and not spent on the Repair Project to County within thirty (30) days of the mailing date of the written demand of County.

Commencing on the 10<sup>th</sup> day of the month immediately following the day funds are first paid by County to Community Hall and on each 10<sup>th</sup> day of the month thereafter, until the total sum of \$50,000.00 is accounted for, Community Hall shall submit to County its statement noting the repairs to Community building that have been accomplished or completed through the end of the immediately preceding month. Said statement shall be substantially in the form of Exhibit "B", incorporated herein and made part by reference hereof, and shall be signed under penalty of perjury by an authorized corporate officer of Community Hall.

## **ARTICLE III**

**Term:** This Agreement shall become effective upon final execution by both parties hereto and shall cover the period of September 1, 2007 through December 31, 2008.



#### **ARTICLE IV**

**Audit:** For the period of one (1) year following the termination of the Agreement, Community Hall will keep and maintain an accurate financial account, in accordance with generally accepted accounting principals of all funds expended for the project. Community Hall shall maintain records, books, documents, and other evidence, accounting procedures and practices sufficient to reflect properly all direct and indirect costs of whatever nature claimed to have been incurred in the performance of this Agreement, including matching costs and expenses, all of which will be deemed to constitute "records" for purposes of this section. Such accounting records shall be available for inspection by the County's designee, during normal business hours at the offices of Recipient, or offices of its financial consultant.

#### **ARTICLE V**

**Compliance With Applicable Law:** Recipient will comply with all Federal, State, and local laws and ordinances which are applicable to the Project, including but not limited to: prevailing wage and competitive bidding requirements, license requirements, equal opportunity and non-discrimination laws, building codes, and CEQA, NEPA, land use, planning, and zoning regulations.

#### **ARTICLE VI**

**Independent Liability:** Recipient is, and shall be at all times, deemed independent and shall be wholly responsible for the acts of Recipient's employees, associates, and contractors in connection with respect to the Project(s) covered by this Agreement.

#### **ARTICLE VII**

**No Third Party Beneficiary:** Nothing in this Agreement shall be construed to create any rights of any kind or nature in any party not a named party to this Agreement.

#### **ARTICLE VIII**

**Termination:** County may terminate this Agreement in the event Community Hall ceases to operate as a nonprofit corporation or otherwise becomes unable to substantially perform any terms or conditions of the Agreement. In the event of early termination of this Agreement, funds previously received from County, which have not been spent by Community Hall on the Repair Project, shall be returned to County by Community Hall within thirty (30) days of termination.

#### **ARTICLE IX**

**Notice to Parties:** All notices to be given by the parties hereto shall be in writing and served by depositing same in the United States Post Office, postage prepaid and return receipt requested.

Notices to County shall be in duplicate and addressed as follows:

COUNTY OF EL DORADO  
GENERAL SERVICES DEPARTMENT  
330 FAIR LANE  
PLACERVILLE, CA 95667

Or to such other location as County directs.

Notices to Community Hall shall be addressed as follows:

FAIRPLAY-AUKUM COMMUNITY HALL ASSOCIATION  
PO BOX 107  
MOUNT AUKUM, CA 95656

Or to such other location as Recipient directs.

#### **ARTICLE X**

**Indemnity:** Recipient shall defend, indemnify, and hold the County harmless against and from any and all claims, suits, losses, damages, and liability for damages of every name, kind, and description, including attorneys fees and costs incurred, brought for, or on account of, injuries to or death of any person, including, but not limited to workers, County employees, and the public, or damage to property, or any economic or consequential losses, which are claimed to or in any way arise out of or are connected with each Project covered by this Agreement. This duty of Recipient to indemnify and save County harmless includes the duties to defend set forth in California Civil Code Section 2778, and survives the expiration of the term of this Agreement.

#### **ARTICLE XI**

**Insurance:** Recipient shall provide proof of a policy of insurance or self insured program satisfactory to the El Dorado County Risk Manager and documentation evidencing that Recipient maintains insurance or self-insurance that meets the following requirements:

- A. Full Workers' Compensation and Employers' Liability Insurance covering all employees of Recipient as required by law in the State of California. Community Hall has no employees and shall not be required to obtain Workers' Compensation and Employers' Liability Insurance. Should during the term of this Agreement Contractor hire one or more employees who will provide any services related to this Agreement he/she shall immediately obtain Full Workers' Compensation and Employer's Liability insurance and furnish County with certificate for same.
- B. Commercial General Liability Insurance of not less than One Million Dollars (\$1,000,000) combined single limit per occurrence for bodily injury and property damage.

- C. Automobile liability insurance of not less than the minimum required by the State of California in the event motor vehicles are used by Recipient in performance of the Agreement.
- D. Recipient shall furnish a certificate of insurance satisfactory to the El Dorado County Risk Manager as evidence that the insurance required above is being maintained.
  - 1. County, its officers, officials, employees and volunteers shall be included as additional insured, but only insofar as the operations under this agreement are concerned. This provision shall apply to all liability policies except workers' compensation and professional liability insurance policies.
  - 2. Recipient shall ensure that its subcontractors maintain a policy(s) of insurance that meets above insurance requirements, including El Dorado County as additional insured.
  - 3. The insurance shall be issued by an insurance company acceptable to the Risk Management Division of County, or be provided through partial or total self-insurance likewise acceptable to the Risk Management Division of County. Recipient agrees that the insurance required above shall be in effect at all times during the term of this Agreement.

#### **ARTICLE XII**

**Change to Agreement:** This Agreement may be amended by mutual consent of the parties hereto. Said amendments shall become effective only when in writing and fully executed by duly authorized officers of the parties hereto.

#### **ARTICLE XIII**

**Administrator:** The County Officer or employee with responsibility for administering this Agreement is George W. Sanders, Deputy Director, General Services Department, or successor.

#### **ARTICLE XIV**

**Authorized Signatures:** The parties to this Agreement represent that the undersigned individuals executing this Agreement on their respective behalf are fully authorized to do so by law or other appropriate instrument and to bind upon said parties to the obligations set forth herein.

#### **ARTICLE XV**

**Partial Invalidity:** If any provision of the Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will continue in full force and effect without being impaired or invalidated in any way.

#### **ARTICLE XVI**

**Venue:** Any dispute resolution action arising out of this Agreement, including, but not limited to, litigation, mediation, or arbitration, shall be brought in El Dorado County, California, and shall be resolved in accordance with the laws of the State of California. Recipient waives any removal rights it might have under Code of Civil Procedure Section 394.

#### **ARTICLE XVII**

**Time is of the Essence:** The parties hereto acknowledge and agree that time is of the essence.

#### **ARTICLE XVIII**

**Taxpayer Identification:** Recipient's tax identification number is (48-1304279).

#### **ARTICLE XIX**

**The Buy American Act:** This Act encourages recipients of federal grant funds to purchase American-made equipment and products. In the case of any equipment or product that may be authorized to be purchased with financial assistance provided using funds made available in this act, it is the sense of Congress that entities receiving the assistance should in expending the assistance, purchase only American-made equipment and products.

#### **ARTICLE XX**

**Nondiscrimination:** Recipient shall not unlawfully discriminate on the basis of race, sex, religious beliefs, creed, national origin, marital status, sexual orientation, or disability for any service related to this specific grant or any other service funded by or provided by Recipient.

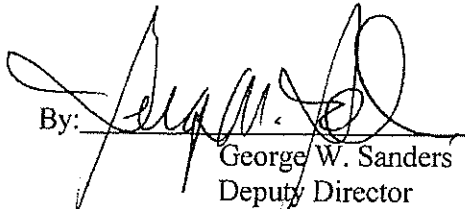
#### **ARTICLE XXI**

**Drug-free Workplace:** Recipient agrees to start or will continue to provide a drug-free workplace by publishing a statement notifying employees about the unlawful manufacture, distribution, dispensing, possession, or use of controlled substances is prohibited in the grantee's workplace and specifying actions that will be taken against employees for violation of such prohibition; establishing an on-going drug-free awareness program to inform employees; and notifying the employee that as a condition of employment under the grant the employee will abide by the terms of the drug-free workplace.

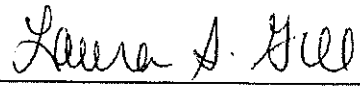
#### **ARTICLE XXII**

**Entire Agreement:** This document and the documents referred to herein or exhibits hereto are the entire agreement between the parties and they incorporate or supersede all prior written or oral Agreements or understanding

**REQUESTING CONTRACT ADMINISTRATOR CONCURRENCE:**

By:  Dated: 4/17/07  
George W. Sanders  
Deputy Director  
General Services

**REQUESTING DEPARTMENT HEAD CONCURRENCE:**

By:  Dated: 4/18/07  
Laura S. Gill  
Chief Administrative Officer

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IN WITNESS WHEREOF, the parties hereto 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 --

Dated: 5/9/07

By: Bonnie H. Rich

Bonnie H. Rich  
Purchasing Agent  
"County"

ATTEST:  
Cindy Keck, Clerk  
of the Board of Supervisors

By: n/a Date: \_\_\_\_\_  
Deputy Clerk

-- COMMUNITY HALL --

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

FAIRPLAY-AUKUM COMMUNITY HALL ASSOCIATION,  
A CALIFORNIA NON-PROFIT CORPORATION

By: Harry E Dean  
Harry Dean  
President  
"Contractor"

By: Roberta Steele  
Corporate Secretary

Dated: May 2, 2007

# EXHIBIT "A"

## PROPOSAL

The purpose of this proposal is the renovation of Three Forks Grange Hall (Fairplay-Aukum Community Hall) at 7060 Mt. Aukum Road, Mt. Aukum. The scope of includes installation of new kitchen fixtures, finishing stucco in the kitchen removing kitchen window, new floor coverings in kitchen, bathrooms and entry hallway, electrical rewiring, rerouting propane line to heating unit in main hall, acquiring new tables and chairs, replacing kitchen door and entryway, new heating unit in meeting room, installing sound deadening material around main hall walls and installation of public address system in main hall.

### 1. Kitchen renovation and remodeling -

#### Range hood and installation -

10' ventilation hood-	\$ 2,537	
Exhaust duct & blower -	2,220	
Make-up air system -	2,442	
45"x120"x45"x24" enclosure panel -	1,070	
Stainless steel wall lining	1,180	
Fire suppression system -	2,960	
Installation of hood and stainless steel -	3,140	
Lifting fees, delivery charges -	<u>647</u>	\$16,196

#### 60" Vulcan range, 6 burners, 24" griddle,

2 ovens -	\$ 2,638	
Gas connector, quick disconnect	<u>120</u>	\$ 2,758

Three-bay stainless steel sink	\$ 751	
2 swing faucets	169	
Hand washing sink	<u>107</u>	\$ 1,027

48" x 30" stainless steel worktable	\$ <u>429</u>	\$ 429
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Plans, East Bay Restaurant Supply	\$ <u>650</u>	\$ <u>650</u>
		\$21,060

### 2. New tables and chairs -

25 6' polyurethane tables	\$ 1,320	
120 chairs	<u>1,025</u>	\$ 2,345

### 3. Plumbing for 3-bay sink, dishwasher and hand washing sink, electrical for dishwasher, 3-bay sink, range hood and light fixtures -

\$ 5,840

Replace kitchen door, take out kitchen window, finish stucco -	\$ 5,690
Replace kitchen entrance and landing/install duct bracing -	\$ 4,865
Install mop sink in storeroom -	\$ 345
Replace kitchen floor, cove floor covering -	\$ 2,490
Install flooring with coving in bathrooms -	\$ 3,415
4. Reroute propane line to main hall heating unit -	\$ 635
New heating unit in meeting room -	\$ 980
5. Install new carpet in hall entryway -	\$ 480
Install sound deadening material around main hall walls -	\$ 1,245
Install P.A. system in main hall -	<u>\$ 685</u>
	\$50,075



# EXHIBIT "B"

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

Mr, George Sanders  
Acting Director of General Services  
County of El Dorado  
360 Fair Lane  
Placerville, California 95667

Re: Fairplay - Aukum Community Hall Association  
Community Building Repairs

Dear Ms. Alcott:

I certify that as of the above date , Fairplay - Aukum Community Hall Association is actively engaged in restoring and repairing the Community Building located at 7060 Mt. Aukum Road, Mt. Aukum, California, 95656. Through the last day of last month, Fairplay - Aukum Community Hall Association has spent the total sum of \$\_\_\_\_\_, of the funds granted to it by the County of El Dorado on the Repair Project. As of the last day of last month the following repairs and/or restorations have been accomplished:

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_

I declare under penalty of perjury under the laws of the State of California that the foregoing certification is true and correct. Executed on the date written above in El Dorado County, State of California.

Fairplay - Aukum Community Hall Association

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

\_\_\_\_\_  
(Print name & title)