

ORIGINAL

El Dorado Community Foundation Tahoe Home Connection Fund

FIRST AMENDMENT TO FUNDING AGREEMENT #4018

THIS FIRST AMENDMENT to that Funding Agreement #4018 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 the El Dorado Community Foundation, a non-profit 501(c)(3) organization, duly qualified to conduct business in the State of California, whose principal place of business is 312 Main Street, Suite 201, Placerville, California 95667; and whose mailing address is PO Box 1388, Placerville, California 95667; and whose Agent for Service of Process is William John Roby, 5262 French Creek Road, Shingle Springs, California 95667 (hereinafter referred to as "Grantee");

RECITALS

WHEREAS, County and Grantee entered into Funding Agreement #4018, dated May 21, 2019, incorporated herein and made by reference a part hereof (hereinafter referred to as "Agreement");

WHEREAS, the parties hereto desire to amend the Agreement to include operational costs related to outreach, amending **ARTICLE I, Payment and Use of Funds**;

WHEREAS, the parties hereto desire to amend the Agreement to add **ARTICLE XI, Counterparts**;

NOW, THEREFORE, in consideration of the foregoing and the mutual promises and covenants hereinafter contained, County and Grantee mutually agree to amend the terms of the Agreement in this First Amendment to Agreement on the following terms and conditions:

- I. **ARTICLE I, Payment and Use of Funds**, is amended in its entirety to read as follows:

ARTICLE I

Payment and Use of Funds: Within thirty (30) days of execution of this Agreement, County will advance funds to Grantee in the amount of \$1,500.00. Funds shall be used for automated, online tools to match homeowners, employers, and tenants; monthly operation costs for email account, web server, and contract staff to manage day-to-day email communication with homeowners, tenants, and property managers; and to distribute mailers to second home owners on the South Shore of Lake Tahoe, soliciting interest in long-term or seasonal renting of their homes and find that a public benefit is derived from supporting this effort which serves to address the lack of available housing. Grantee shall provide a statement, in reasonable detail, regarding the disposition

of the funds and shall return any unused funds. If any of the advanced funds have not been used for the purpose stated herein, all funds shall be returned to County within sixty (60) days following County's request for repayment.

II. The Agreement is further amended to add the following new Article:

ARTICLE XI

Counterparts: This Agreement may be executed in one or more counterparts, each of which shall be an original and all of which together shall constitute one and the same instrument.

Except as herein amended, all other parts and sections of Funding Agreement #4018 shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to Funding Agreement #4018 on the dates indicated below.

--COUNTY OF EL DORADO--

By: _____

Dated: _____

Chief Administrative Office
"County"

--EL DORADO COMMUNITY FOUNDATION--

By: _____

Dated: _____

William J. Roby
Executive Director
"Grantee"

ORIGINAL

Funding Agreement Between County of El Dorado and the El Dorado Community Foundation, Tahoe Home Connection Fund

Funding Agreement #4018

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 the El Dorado Community Foundation, a non-profit 501(c)(3) organization, duly qualified to conduct business in the State of California, whose principal place of business is 312 Main Street, Suite 201, Placerville, California 95667; and whose mailing address is PO Box 1388, Placerville, California 95667; and whose Agent for Service of Process is William John Roby, 5262 French Creek Road, Shingle Springs, California 95667 (hereinafter referred to as "Grantee").

R E C I T A L S

WHEREAS, Grantee is a non-profit organization that promotes charitable giving in El Dorado County and manages the Tahoe Home Connection charitable fund; and

WHEREAS, the primary mission of Tahoe Home Connection is to address housing shortages in the Tahoe basin; and

WHEREAS, the County recognizes the negative impacts a lack of housing has on the local economy and the community as a whole; and

WHEREAS, the funding provided herein will provide a valuable public service that will identify long term rental housing for those people, including potentially County employees, who want to live and work in Tahoe; and

WHEREAS, the Board of Supervisors of the County of El Dorado determines that a public benefit is derived from supporting this effort to authorize funding, which will serve to address critical housing needs in the Tahoe basin.

NOW, THEREFORE, the parties do hereby agree as follows:

ARTICLE I

Payment and Use of Funds: Within thirty (30) days of execution of this Agreement, County will advance funds to Grantee in the amount of \$1,500.00, to be deposited into the Tahoe Home Connection fund. Funds shall only be used to distribute mailers to second home owners on the South Shore of Lake Tahoe, soliciting interest in long-term or seasonal renting of their homes. Grantee shall provide a statement, in reasonable detail, regarding the disposition of the funds and shall return any unused funds. If any of the advanced funds have not been used for the purpose stated herein, all funds shall be returned to County within sixty (60) days following County's request for repayment.

ARTICLE II

Term: This Agreement shall become effective when fully executed by the parties hereto and shall expire one year from the date thereof. Any funds that have not been expended by Grantee after the expiration of this Agreement shall be returned to County within sixty (60) days of County's request for same.

ARTICLE III

Audits Required: Applicant shall submit to the County a year-end financial statement covering all fiscal years during which Grantee expends funds provided pursuant to this Agreement. Grantee shall maintain client 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 any matching costs and expenses, all of which will be deemed to constitute "records" for purposes of this section. Such records shall clearly reflect the cost and scope of the services provided. Grantee's facility or office or such part thereof as may be engaged in the performance of this Agreement and its records shall be subject at all reasonable times to inspection, audit, and reproduction by County, the state, or any of their duly authorized representatives.

ARTICLE IV

Audit by California State Auditor: Grantee acknowledges that if total compensation under this agreement is greater than \$5,000.00, this Agreement is subject to examination and audit by the California State Auditor for a period of three (3) years, or for any longer period required by law, after final payment under this Agreement, pursuant to California Government Code § 8546.7. In order to facilitate these potential examinations and audits, Grantee shall maintain, for a period of at least three (3) years, or for any longer period required final payment under the contract, all books, records, and documentation necessary to demonstrate performance under the Agreement.

ARTICLE V

Changes 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 VI

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:

To County:

With a copy to:

County of El Dorado
Chief Administrative Office
330 Fair Lane
Placerville, California 95667

County of El Dorado
Chief Administrative Office
2850 Fairlane Court
Placerville, California 95667

Attn.: Don Ashton
Chief Administrative Officer

Attn.: Michele Weimer
Procurement & Contracts Manager/
Purchasing Agent

or to such other location as County directs.

Notices to Grantee shall be addressed as follows:

To Grantee:

El Dorado Community Foundation
312 Main Street
Suite 201
Placerville, California 95667

Attn.: William J. Roby
Executive Director

With a copy to:

Tahoe Home Connection
Steering Committee
P.O. Box 9923
South Lake Tahoe, CA 96158

Attn.: Karen Fink

or to such other locations as Grantee directs.

ARTICLE VII

Indemnity: To the fullest extent allowed by law, Grantee shall defend, indemnify, and hold harmless the County and its officers, agents, employees, and representatives from and against any and all claims, actions, losses, injuries, damages, or expenses of every name, kind, and description, including litigation costs and reasonable attorney's fees incurred, brought for or on account of, injury to or death of any person, including but not limited to workers, County employees, officers, or agents, and the public, or damage to property, which arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Grantee, its officers, agents, employees, volunteers, representatives, contractors, and subcontractors. This duty of Grantee includes the duty of defense, inclusive of that set forth in California Civil Code Section 2778 and is subject to any limit provided for in Civil Code Section 2782.8(a) of the cost to defend charged to Grantee. Each party shall notify the other party immediately in writing of any claim or damage related to activities performed under this Agreement, provided that County's failure to immediately or timely notify Grantee does not limit or waive Grantee's defense and indemnity obligations in this Article. The parties shall cooperate with each other in the investigation and disposition of any claim arising out of the activities under this Agreement.

ARTICLE VIII

Contract Administrator: The County Officer or employee with responsibility for administering this Agreement is Don Ashton, Chief Administrative Officer, or successor or designee.

ARTICLE IX

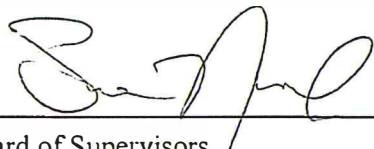
Authorized Signatures: The parties to this Agreement represent that the undersigned individuals executing this Agreement on their respective behalf are fully authorized to do so by law or other appropriate instrument and to bind upon said parties to the obligations set forth herein.

ARTICLE X

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 understandings.


IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates indicated below.

-- COUNTY OF EL DORADO --

By: 
Board of Supervisors
"County"

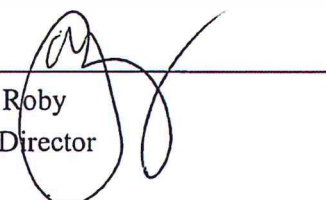
Dated: 5/21/19

Attest:
James S. Mitrisin
Clerk of the Board of Supervisors

By: 
Deputy Clerk

Dated: 5/21/19

-- EL DORADO COMMUNITY FOUNDATION --

By: 
William J. Roby
Executive Director
"Grantee"

Dated: 5.20.19