

ORIGINAL

Funding Agreement Between County of El Dorado and The El Dorado County Fair Association

Funding Agreement #4522

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 County Fair Association, a non-profit organization, duly qualified to conduct business in the State of California, whose principal place of business is 100 Placerville Drive, Placerville, California 95667 (hereinafter referred to as "EDCFA");

RECITALS

WHEREAS, County has determined that it is necessary to fund the EDCFA to provide facility improvement services on the El Dorado County Fairgrounds that are owned by El Dorado County;

WHEREAS, EDCFA has an agreement with the County, for use, possession, and management of the fairgrounds and has the skills and expertise necessary to coordinate improvements on the fairgrounds property;

WHEREAS, the parties agree the funding will be in conformity with all applicable federal, state, and local laws;

WHEREAS, the Board of Supervisors of the County of El Dorado determine that a public benefit is derived from supporting this effort to improve fairground facilities;

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

ARTICLE I

Payment and Use of Funds: Within forty-five (45) days of execution of this Agreement, County will provide funds to EDCFA in the amount of \$26,487.00. Funds shall be used solely for the purpose of removing, transporting, and disposal of asbestos containing building materials and removal of the portable building from fairground property. EDCFA 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 on July 1, 2020. Any funds that have not been expended by EDCFA under the terms of this Agreement and 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: EDCFA shall submit to County a year-end audited financial statement covering all fiscal years during which EDCFA expends funds provided pursuant to this Agreement. EDCFA 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. EDCFA'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: EDCFA acknowledges that if total compensation under this agreement is greater than \$10,000.00, 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, EDCFA 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

Compliance with all Applicable Laws: EDCFA shall conform to and abide by all applicable federal, state, and local building, labor, environmental and safety laws, ordinances, rules, and regulations. All work and materials shall be in full accordance with the latest rules and regulations of the State Fire Marshal, safety orders of the Division of Industrial Safety, California Electrical Code, California Building Code, California Plumbing Code, and any and all other applicable laws and regulations. Nothing in this Agreement, including but not limited to, any directions, plans, or specifications provided to Contractor, is to be construed to permit work not conforming to these codes.

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:

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

Attn.: Emma Owens
Management Analyst

With a copy to:

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

Attn.: Michele Weimer
Procurement and Contracts Manager

or to such other location as County directs.

Notices to EDCFA shall be addressed as follows:

The El Dorado County Fair Association
100 Placerville Drive
Placerville, California 95667

Attn.: Jody Gray
Chief Executive Officer

or to such other location as EDCFA directs.

ARTICLE VII

Indemnity: To the fullest extent permitted by law, EDCFA shall defend at its own expense, indemnify, and hold the County harmless, its officers, employees, agents, and volunteers, against and from any and all liability, claims, suits, losses, damages, or expenses of every name, kind and description, including attorney's 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 the acts or omissions of EDCFA or its officers, agents, or employees in rendering the services, operations, or performance hereunder, except for liability, claims, suits, losses, damages or expenses arising from the sole negligence or willful acts of the County, its officers and employees, or as expressly prescribed by statute. This duty of EDCFA to indemnify and save County harmless includes the duties to defend set forth in California Civil Code Section 2778.

ARTICLE VIII

Administrator: The County Officer or employee with responsibility for administering this Agreement is Emma Owens, Management Analyst, Chief Administrative Office, 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

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.

ARTICLE XI

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: _____

Attest:
Kim Dawson
Clerk of the Board of Supervisors


By: _____
Deputy Clerk

Dated: _____

--THE EL DORADO COUNTY FAIR ASSOCIATION--

By:  _____
Jody Gray
Chief Executive Officer
"EDCFA"

Dated: 1/8/20

By:  _____
Chris Whitaker
President

Dated: 1/8/20