

## FUNDING AGREEMENT

# 3367

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This Agreement 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 Placerville Downtown Association, a non-profit organization duly qualified to conduct business in the State of California whose principal place of business is 376 Main Street, Placerville, CA 95667 (hereinafter referred to as "PDA").

### WITNESSETH

**WHEREAS**, the mission of the Placerville Downtown Association (PDA) is to enhance and promote business on Historic Main Street through special events and activities that attract visitors to the historic downtown business district; and

**WHEREAS**, Each year in November, the Placerville Downtown Association hosts the Festival of Lights in downtown Placerville, and bears the costs of purchasing, hanging, removal, maintenance, and storage of decorations; and

**WHEREAS**, the event is attended by visitors from outside the County that support local businesses, as well as residents of El Dorado County; and,

**WHEREAS**, the Board of Supervisors of the County of El Dorado determines that a public benefit is derived from supporting this effort to purchase and maintain decorations for the Festival of Lights, which serves to gather the community and draw visitors into the County.

NOW THEREFORE, the parties do hereby agree as follows:

#### **ARTICLE 1: Payment and Use of Funds.**

Within fifteen (15) days of execution of this Agreement, County will advance funds to PDA in the amount of \$5,000.00. Funds shall be used solely for the purpose of helping to cover the costs associated with the purchase of decorations for the Festival of Lights downtown Placerville.

PDA 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 PDA after the expiration of this Agreement shall be returned to County within sixty days of County's request for same.

#### **ARTICLE III: Audits Required.**

PDA shall submit a year-end audited financial statement covering all fiscal years during which PDA expends funds provided pursuant to this Agreement.

PDA 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.

PDA'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 its duly authorized representatives.

**ARTICLE IV: Audit by California State Auditor.**

PDA 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, PDA 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 addressed as follows:**

COUNTY OF EL DORADO  
Chief Administrative Office  
330 Fair Lane  
Placerville, CA 95667

ATTN: Don Ashton, Chief Administrative Officer, or to such other location as the County directs.

**Notices to PDA shall be addressed as follows:**

PLACERVILLE DOWNTOWN ASSOCIATION  
PO Box 2156, Placerville, CA 95667

ATTN: Heidi Mayerhofer, or to such other locations as PDA directs.

**ARTICLE VII: Indemnify.**

PDA shall defend, indemnify, and hold 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 PDA's services, operations, or performance hereunder, regardless of the existence or degree of fault or negligence on the part of County, PDA, subcontractor(s) and employee(s) of any of these, except for the sole, or active negligence of County, its officers and employees, or as expressly prescribed by statute. This duty of PDA 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 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.

**REQUESTING CONTRACT ADMINISTRATOR CONCURRENCE:**

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

By \_\_\_\_\_

Don Ashton  
Chief Administrative Officer

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

--COUNTY OF EL DORADO--

ATTEST  
JAMES S. MITRISIN

Clerk of the Board of Supervisors

By: *Kyra Schaeffer*  
Deputy Clerk

Dated: 9-18-18

By: *[Signature]*  
Chair, Board of Supervisors  
"County"

-- PDA --

By: *Devin Thomas*  
NAME: DEVIN THOMAS  
President of the Executive Board  
"PDA"

Dated: 9-6-18