

**FUNDING AGREEMENT WITH THE
GEORGETOWN DIVIDE RECREATION DISTRICT**

AGREEMENT #422-F0811

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 the Georgetown Divide Recreation District duly organized in accordance with Section 58000 et seq. of the Government Code of the State of California, and El dorado County Resolution No. 432-88 (hereinafter referred to as “GDRD”);

RECITALS

WHEREAS, GDRD is the sole owner of the Bayley House, originally built in 1861, and currently listed on the National Register of Historic Places, the Bayley House Barn, and other historic property, situated on a 10-acre park grounds solely owned and operated by GDRD. The Bayley House Barn was recently renovated in 1998 and is now open to the public and regularly used for community events.

WHEREAS, GDRD desired to renovate the Bayley House to its original condition and to preserve and rehabilitate the Bayley House as an area museum, library and cultural center for the use of the public. The work was divided into four phases, including stabilization (hereinafter Phase 1 Stabilization Project), weatherproofing (Phase 2), exterior and interior preservation and rehabilitation (Phase 3) and establishment of a community cultural center, museum and library (Phase 4).

WHEREAS, the Phase 1 Stabilization Project would restore lateral stability of the partially collapsed north wall, add new reinforced concrete footings and temporary floor to floor shoring, and other work to stabilize the remaining structure and protect the integrity of the structure from possible collapse due to weather or seismic activity. GDRD’s project engineer has estimated the cost of construction for the Phase 1 Stabilization Project to be approximately \$240,000.

WHEREAS, GDRD applied for and was awarded a grant under the California Heritage Grant Fund in the amount of \$140,000 from the State of California to fund in part the construction costs of the Phase I Stabilization Project, conditioned that GDRD provides matching funds in the amount of \$140,000. (“California Heritage Grant”). As a condition of this award, the GDRD has pledged to the Phase 1 Stabilization Project \$40,000 in the form of an in-kind match, consisting in part of donated engineering and project management time and expenses by a registered engineer(s), who will be volunteering his/her/their time to the project to complete all necessary and desirable engineering and project management.

WHEREAS, County determined that it was in the best interest of the public and the residents of El Dorado County to assist the GDRD by contributing \$100,000.00 to the construction of Phase 1 Stabilization Project in order that the integrity of the of the Bayley House may be preserved and protected and the California Heritage Grant funding may be fully utilized in this project; and County and GDRD entered into a Funding Agreement with the Georgetown Divide Recreation District, dated April 8, 2003, and as restated by that Agreement dated November 8, 2005, for that purpose, said funding agreement and restatement attached hereto and incorporated by reference herein (“Funding Agreement”); and

WHEREAS, that Funding Agreement by its terms has expired but the work has not completed as contemplated thereunder, and therefore the parties agree to enter into a new agreement restating the parties obligations for the purpose of completing the work as proposed in the original Funding Agreement with the following modifications.

NOW, THEREFORE, County and GDRD mutually agree as follows:

- (1) **Restatement of Original Agreement** The Funding Agreement, #654-S0311 attached hereto and incorporated by reference as though fully set forth herein, is hereby restated in its entirety, and except as amended hereafter, the County and the GDRD agree that all terms and conditions of that agreement are valid and enforceable. The term “Actual Construction Costs” shall be interpreted to include construction, public notices, engineering, and design costs deemed necessary by the GDRD Engineer/Project Manager.
- (2) **Use of Funds:** All references in Article II, Use of Funds, to June 30, 2004, was amended to state December 30, 2006, are now hereby amended to state June 30, 2009.
- (3) **Extension of Term:** Article III of the Funding Agreement is now hereby amended to extend the term to June 30, 2009.

///

///

///

///

///

///

///

///

As modified herein, all terms and conditions of the Funding Agreement are in full force and effect and shall constitute binding obligations of the parties.

IN WITNESS WHEREOF, the parties here to have executed this Restated Agreement the day and year first below written.

-- COUNTY OF EL DORADO --

Dated: _____

By: _____
Chairman
Board of Supervisors
"County"

ATTEST:
Cindy Keck, Clerk
Of the board of Supervisors

By: _____ Date: _____
Deputy Clerk

-- GEORGETOWN DIVIDE RECREATION DISTRICT --

Dated: _____

By: _____
Carl Clark
General Manager

ATTEST:

By: _____ Date: _____
Clerk of the Board of the District