

**Funding Agreement  
Between  
County of El Dorado and XXX**

**American Rescue Plan Act  
Coronavirus State and Local Fiscal Recovery Funds  
El Dorado County Non-Profit Organization COVID-19 Economic Impact Grant**

**Funding Agreement #xxxx**

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 XXX, a non-profit public benefit corporation, whose mailing address is xxx (hereinafter referred to as "Grantee");

**RECITALS**

**WHEREAS**, on March 13, 2020, the President of the United States issued a Proclamation on Declaring a National Public Health Emergency as a result of the COVID-19 outbreak; and

**WHEREAS**, on March 11, 2021, the President of the United States signed into law the American Rescue Plan Act ("ARPA"); and

**WHEREAS**, ARPA established the Coronavirus State and Local Fiscal Recovery Funds ("SLFRF"), which provides aid to state, local, and tribal governments to mitigate the fiscal effects stemming from the public health emergency; and

**WHEREAS**, County qualified as an eligible local government and received SLFRF funding from the U.S Department of Treasury; and

**WHEREAS**, County acknowledges that the economic impacts of COVID-19 are widespread and County, through the spirit of collaboration, desires to provide a portion of its SLFRF funding to aid other local agencies and community organizations in addressing the impacts of the COVID-19 Public Health Emergency; and

**WHEREAS**, ARPA allows local government to use the SLFRF funds received to respond to the public health emergency with respect to the Coronavirus Disease 2019 (COVID19) or its negative economic impacts, including assistance to households, small businesses, and nonprofits, or aid to impacted industries such as tourism, travel, and hospitality; and

**WHEREAS**, ARPA permits SLFRF funds to be used to fund costs obligated by a local government by December 31, 2024 and expended by December 31, 2026; and

**WHEREAS**, County recognizes that during the COVID-19 pandemic El Dorado

County's community-based non-profit organizations have been called upon to assist individuals and families in crisis, and at the same time have been unable to continue normal revenue-raising activities; and

**WHEREAS**, County has established the SLFRF-funded El Dorado County Non-Profit Organization COVID-19 Economic Impact Grant program supporting those non-profit organizations within El Dorado County which experienced a loss in revenue during the Public Health Emergency; and

**WHEREAS**, Grantee is a non-profit benefit corporation operating within El Dorado County and providing services to the residents of El Dorado County; and

**WHEREAS**, during the COVID-19 Public Health Emergency, Grantee experienced a loss of revenue; and

**WHEREAS**, Grantee has submitted an application for funding from County's Non-Profit Lost Revenue Grant Program; and

**WHEREAS**, County wishes to award Grantee grant funding.

**NOW, THEREFORE**, the Parties mutually agree as follows:

#### **ARTICLE I**

**Payment and Use of Funds:** Within forty-five (45) days of execution of this Agreement, County will advance funds to Grantee in the amount of \$x,xxx. Funds shall be used solely to replace revenue lost due to the COVID-19 Public Health Emergency, and shall be directed toward those activities and purposes commonly undertaken by Grantee. Revenues lost due to the COVID-19 Public Health Emergency are presumed to be the decrease in revenues in 2020, compared to 2018 and 2019 revenues as reported on Internal Revenue Service Form 990, or similar financial reporting if Grantee is not required to file Form 990.

#### **ARTICLE II**

**Lost Revenue:** Pertaining to the calculation of lost revenue, Grantee confirms that the following statements are true and accurate:

1. The calculation of revenue lost during the COVID-19 Public Health Emergency included in Grantee's grant funding application, and incorporated into this Agreement as Exhibit A, is a true and accurate reflection of Grantee's revenues.
2. No material facts pertaining to the Grantee's revenues have been knowingly excluded from the lost revenue calculation.
3. The funding provided in Article I is equal to or less than the actual amount of revenue lost during the COVID-19 Public Health Emergency.

Grantee hereby asserts, certifies and reaffirms that all representations and other information contained in this Agreement are true, correct and complete, to the best of Grantee's knowledge, as of the date of this Agreement. Grantee acknowledges that all such representations and information have been relied on by County to provide the

funding under this Agreement.

Grantee shall promptly notify County, in writing, of the occurrence of any event or any material change in circumstances which would make any Grantee representation or information untrue or incorrect. If County becomes aware that Grantee made any representation that was materially inaccurate, County will require Grantee to return all or a portion of funds provided by this Agreement.

### **ARTICLE III**

**Term:** This Agreement shall become effective when fully executed by the parties hereto and shall expire one (1) 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.

Reporting and document retention requirements shall extend beyond the term of this Agreement to the extent required by Government Code Section 8546.7 and 2 CFR 200.334.

### **ARTICLE IV**

**Termination by Default:** If either party becomes aware of an event of default, that party shall give written notice of said default to the party in default that shall state the following:

1. The alleged default and the applicable Agreement provision.
2. That the party in default has ten (10) days upon receiving the notice to cure the default (Time to Cure).

If the party in default does not cure the default within ten (10) days of the Time to Cure, then such party shall be in default and the party giving notice may terminate the Agreement, or any issued under this Agreement, by issuing a Notice of Termination. The party giving notice may extend the Time to Cure at their discretion. Any extension of Time to Cure must be in writing, prepared by the party in default for signature by the party giving notice, and must specify the reason(s) for the extension and the date in which the extension of Time to Cure expires.

If County terminates this Agreement, in whole or in part, for default:

1. County reserves the right to use any remaining SLFRF funds for similar purposes, or for any other allowable purpose for SLFRF funds.
2. Grantee shall refund to County any amounts previously paid that were subsequently determined to be unallowable.

The following shall be a material breach of this Agreement:

1. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and Federal awarding

agency guidelines, policies or directives as may become applicable at any time;

2. Failure, for any reason, of Grantee to fulfill in a timely and proper manner its obligations under this Agreement,
3. Ineffective or improper use of funds provided under this Agreement; or
4. Submission by the Grantee to County reports that are incorrect or incomplete in any material respect.

Termination or Cancellation without Cause: County may terminate this Agreement or any Work Order issued pursuant to this Agreement, in whole or in part, for convenience upon thirty (30) calendar days' written Notice of Termination. If such termination is effected, County will pay for costs determined to be allowable before the effective date of termination, as set forth in the Notice of Termination provided to Grantee. In no event, however, shall County be obligated to pay any costs that are not allowable under the federal award

#### **ARTICLE V**

**Funding Source:** Funds for this Agreement are provided by and subject to all provisions of ARPA SLFRF funding, including Title 2 C.F.R. 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

#### **ARTICLE VI**

**Record Retention:** Consistent with 2 CFR 200.334, Grantee shall retain sufficient financial records a period of three (3) years from the date of payment of all funds under this Agreement. For purposes of this Agreement, financial records includes, but is not limited to, supporting documents, statistical records, books, documents, and any other records of any type that is pertinent to ensure compliance with this Agreement.

#### **ARTICLE VII**

**Audit by California State Auditor:** For purposes of compliance with Government Code Section 8546.7 and 2 CFR Part D (200.300 et seq) and Part F (200.500), Grantee shall provide County, any duly authorized representative of the County, or any applicable federal or state official access to all records related to this Agreement at all reasonable times to audit, examine, and make excerpts or transcripts of all relevant data during this Agreement period and for three (3) years the date of final payment under this Agreement. For purposes of this paragraph, applicable federal or state official includes any duly authorized representative of the United States Treasury Department, or the Comptroller General of the United States or any of their authorized representatives, and the California State Auditor. The right of access also includes timely and reasonable access to Grantee's personnel for the purpose of interview and discussion related to such documents. Any deficiencies noted in audit reports must be resolved by Grantee within 30 days after notice of such deficiencies by the Grantee. Failure of Grantee to comply with the audit requirements will constitute a violation of this Agreement and may result in the termination of this Agreement and Grantee repaying any funds.

**ARTICLE VIII**

**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 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:

To County:

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

Attn.: Kerri Williams-Horn  
Chief Fiscal Officer

With a copy to:

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

Attn.: Michele Weimer  
Procurement and Contracts Manager

or to such other location as County directs.

Notices to Grantee shall be addressed as follows:

Xxx  
Xxx  
xxx

Attn.: XXX  
Chief Executive Officer

or to such other location as Grantee directs.

**ARTICLE X**

**Indemnity:** To the fullest extent permitted by law, Grantee 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 Grantee 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 Grantee to indemnify and save County harmless includes the duties to defend set forth in California Civil Code Section 2778.

#### **ARTICLE XI**

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

#### **ARTICLE XII**

**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 XIII**

**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 XIV**

**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: \_\_\_\_\_  
Don Ashton  
Chief Administrative Officer  
"County"

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

**-- XXX --**

By: \_\_\_\_\_  
**XXX**  
Chief Executive Officer  
"Grantee"

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

By: \_\_\_\_\_  
**XXX**  
Corporate Secretary

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

[INSERT EXHIBIT A – GRANTEE’S LOST REVENUE CALCULATION]