

ORIGINAL

KING OF THE MOUNTAIN ZONE OF BENEFIT #98138 FUNDING AGREEMENT

THIS AGREEMENT, entered into by and between the County of El Dorado, a political subdivision of the State, (hereinafter "COUNTY"), Alison Winter (hereinafter "DONOR"), on behalf of the residents of the King of the Mountain Zone of Benefit #98138 within County Service Area #9 (hereinafter "ZOB").

RECITALS

1. The parties agree that snow plowing services is in the public interest; and
2. Government Code section 25355 allows the Board of Supervisors to accept any gift, bequest, or devise made to or in favor of the COUNTY; and
3. The DONOR desires to donate to the COUNTY and the COUNTY to accept from Donor the sum of \$3,400.00 (three thousand four hundred dollars) for the express purpose of funding the snow plowing services, administrative costs, and insurance within the ZOB.

COSTS

The total amount of the donation required to fund zone operations until the 24/25 tax roll is estimated to be \$3,400.00.

The estimated shortfall of the Fiscal Year 23/24 snow plowing service charges within the ZOB is approximately \$2,300.00.

The estimated revenue for Fiscal Year 23/24 is \$5,250.00 based on 21 parcels with a \$250.00 annual assessment.

The estimated funds required for services within the zone in Fiscal Year 23/24 will exceed the estimated revenue and result in a deficit of approximately \$2,300.00 for that fiscal year's expenditures.

Funding received from DONOR is a gift/donation, not a loan, and will not be refunded or reimbursed or credited against any taxes or assessments that are due now or will become due in the future.

All funds donated for this ZOB's operations shall be deposited with the Department of Transportation. COUNTY shall use all funds deposited solely and exclusively for purposes consistent with the ZOB. The funds will be held in the separate operating account specifically identified for the ZOB. The account is interest bearing and has been established with the County Auditor-Controller. Interest received on the deposited funds shall be added to the account balance to be used in the same manner and for the same purposes as DONOR's deposited funds herein. This Agreement does not impose

any obligation on the COUNTY with respect to the management and operation of the ZOB.

PAYMENT TERMS

DONOR has agreed to make a payment of \$3,400.00 upon execution of this agreement.

NOTICES

Any and all notices from the Parties shall be in writing and served either personally or by first-class mail. Service shall be conclusively deemed made at the time of personal service or the time of deposit in the mail, return receipt requested. Any notice shall be given to the following addresses:

COUNTY:

County of El Dorado
Department of Transportation
2441 Headington Road
Placerville, CA 95667

DONOR:

Alison Winter
2050 King of the Mountain Ct
Pollock Pines, CA 95726

CONTRACT ADMINISTRATOR

The County Officer or employee with responsibility for administering this Agreement is Brian Mullens, Deputy Director of Maintenance, Department of Transportation, or successor.

ENTIRE AGREEMENT

This document, including any exhibits, contains the entire agreement between the Parties and supersedes whatever oral or written understanding they may have had prior to the execution of this Agreement. No alteration to the terms of this Agreement shall be valid unless approved in writing by the Parties in accordance with applicable provisions of the County's Ordinance Code.

