

**Funding Agreement  
Between  
County of El Dorado and the El Dorado Community Foundation,  
Housing El Dorado Fund**

**Funding Agreement #6366**

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 Community Foundation, a non-profit 501(c)(3) organization, duly qualified to conduct business in the State of California, whose principal place of business is 312 Main Street, Suite 201, Placerville, California 95667; and whose mailing address is PO Box 1388, Placerville, California 95667; and whose Agent for Service of Process is William John Roby, 5262 French Creek Road, Shingle Springs, California 95667 (hereinafter referred to as "Grantee").

**RECITALS**

**WHEREAS**, Grantee is a non-profit organization that promotes charitable giving in El Dorado County and manages the Housing El Dorado charitable fund; and

**WHEREAS**, the primary mission of Housing El Dorado is to create and promote affordable housing solutions and support services that nurture individuals and families while encouraging self-sufficiency on the Western Slope of El Dorado County; and

**WHEREAS**, the County recognizes the immense effort by community groups and volunteers, as well as the partnership with the City of Placerville to provide shelter for homeless residents four nights each week through the Housing El Dorado nomadic shelter, and that there remains the need to provide lodging for the additional three nights during the 2021-2022 Winter season; and

**WHEREAS**, the funding provided herein will provide a valuable public service by filling the funding gap identified by Housing El Dorado to allow the nomadic shelter to operate seven nights each week through March 31, 2022.

**WHEREAS**, the Board of Supervisors of the County of El Dorado determines that a public benefit is derived from supporting this effort to authorize funding, which will serve to house vulnerable citizens and preserve life.

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

**ARTICLE I**

**Payment and Use of Funds:** Within sixty (60) days of execution of this Agreement, County will advance funds to Grantee in the amount of \$112,373, to be deposited into the Housing El Dorado fund. Funds shall only be used to support the Winter Lodging Program, ensuring that temporary shelter is available through March 2022 on the West Slope of El Dorado County.

Grantee 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. The total amount of this agreement shall not exceed \$112,373.

## **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 Grantee after the expiration of this Agreement shall be returned to County within sixty (60) days of County's request for same.

## **ARTICLE III**

**Reports Required:** Applicant shall submit to the County a year-end financial statement covering all fiscal years during which Grantee expends funds provided pursuant to this Agreement. Grantee 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. Grantee'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. The provision of this Article III, Reports Required, shall survive termination of this Agreement.

## **ARTICLE IV**

**Political Activity:** Pursuant to California Government Code §54964, §54964.5, and §54964.6, Grantee shall not expend or authorize the expenditure of any funds provided to it pursuant to this Agreement, or use any property owned or funded in whole or in part by County, in support of any political activity including but not limited to support or opposition of a candidate for public office or any ballot measure.

## **ARTICLE V**

**Audit by California State Auditor:** Grantee 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, Grantee 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 VI**

**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 VIII**

**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.: Don Ashton  
Chief Administrative Officer

With a copy to:

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

Attn.: Michele Weimer  
Procurement & Contracts Manager/  
Purchasing Agent

or to such other location as County directs.

Notices to Grantee shall be addressed as follows:

To Grantee:

El Dorado Community Foundation  
312 Main Street  
Suite 201  
Placerville, California 95667

Attn.: William J. Roby  
Executive Director

With a copy to:

Housing El Dorado  
1390 Broadway  
Ste B-216  
Placerville, California 95667

Attn.: Maureen Dion-Perry  
President

or to such other locations as Grantee directs.

**ARTICLE IX**

**Change of Address:** In the event of a change in address for GRANTEE's principal place of business, GRANTEE shall notify County in writing pursuant to the provisions contained in this Agreement under the ARTICLE VIII, Notice to Parties. Said notice shall become part of this Agreement upon acknowledgment in writing by the County's Contract Administrator, and no further amendment of the Agreement shall be necessary provided that such change of address does not conflict with any other provisions of this Agreement.

**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**

**Contract 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**

**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.

#### **ARTICLE XIV**

**No Third Party Beneficiary:** Nothing in this Agreement shall be construed to create any rights of any kind or nature in any other party not a named party to this Agreement.

#### **ARTICLE XV**

**Venue:** Any dispute resolution action arising out of this Agreement, including, but not limited to, litigation, mediation, or arbitration, shall be brought in El Dorado County, California, and shall be resolved in accordance with the laws of the State of California.

#### **ARTICLE XVI**

**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:  
Kimberly Dawson  
Clerk of the Board of Supervisors

By: \_\_\_\_\_

Deputy Clerk

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

**-- EL DORADO COMMUNITY FOUNDATION --**

By: \_\_\_\_\_

William J. Roby  
Executive Director  
"Grantee"

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