

HIGHLANDS VILLAGE LIGHTING ZONE OF BENEFIT #98507
FUNDING AGREEMENT

THIS AGREEMENT, entered into by and between the County of El Dorado, a political subdivision of the State, (hereinafter "COUNTY"), Timothy White (hereinafter "DONOR"), on behalf of the residents of the Highlands Village Lighting Zone of Benefit #98507 within County Service Area #9 (hereinafter "ZOB").

RECITALS

1. The parties agree that streetlight operations and maintenance 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 \$8,100.00 (eight thousand one hundred dollars) for the express purpose of funding the streetlight operations and maintenance, administrative costs, and insurance within the ZOB.

COSTS

The total amount of the donation required to fund zone operations until the 23/24 tax roll is estimated to be \$8,100.00.

The estimated shortfall of the Fiscal Year 21/22 utility charges within the ZOB is approximately \$2,100.00.

The estimated revenue for Fiscal Year 22/23 is \$6,708.00 based on 78 parcels with an \$86.00 annual assessment.

The estimated funds required for services within the zone in Fiscal Year 22/23 will exceed the estimated revenue and result in a deficit of approximately \$6,000.00 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 an initial payment of \$2,100.00 within 10 calendar days following execution of this agreement and the remaining \$6,000.00 within 30 calendar days.

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:

Timothy White
1097 Lomond Drive
El Dorado Hills, CA
95762

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.

Requesting Department Concurrence:

By: _____ Dated: _____

Brian Mullens
Deputy Director of Maintenance
Department of Transportation

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

--COUNTY OF EL DORADO--

By: _____ Dated: _____

Board of Supervisors
"County"

Attest:
Clerk of the Board of Supervisors

By: _____ Dated: _____

--DONOR--

By: _____ Dated: _____

Timothy White