

FUNDING AGREEMENT
#091-F1511

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 Economic Development Corporation of El Dorado County, a non-profit organization duly qualified to conduct business in the State of California, whose principal place of business is 542 Main Street, Placerville, CA 95667 (hereinafter referred to as "EDC");

RECITALS

WHEREAS, the County wishes to encourage tourism, agriculture, and economic development in the County by supporting promotional, cultural, and community activities; and

WHEREAS, County has appropriated funding for the purpose of providing assistance to community-based entities to support promotional, cultural, and community activities throughout the County; and

WHEREAS, the funding provided herein will provide a valuable public service that will promote cultural activities, historical preservation activities, promotional activities which enhance tourism and industry, and/or local community events which encourage a sense of community to the people of the County of El Dorado; and

WHEREAS, the parties agree the funding will be in conformity with all applicable federal, state and local laws and use of the funding shall

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

ARTICLE I

Description of Project

Grantee to provide resource development, grant writing, and administrative services to local, non-profit, community-based organizations. Grantee, and/or any sub-consultant, shall collaborate with County staff to identify funding resources, prioritize funding projects, and provide technical assistance. Grantee shall not subcontract, delegate, or assign services to be provided, in whole or in part, to any other person or entity without prior written consent of the County. It is understood that funding provided pursuant to this agreement shall not be used to cover grantee staff time, administration, overhead, or other such costs.

ARTICLE II

Term: This Agreement shall become effective when fully executed by the parties hereto and shall continue in effect for a period of one year. All required reports and invoices have been submitted to and approved by the County within forty-five (45) days following contract expiration.

ARTICLE III

Payment and Use of Funds

Within forty-five (45) days of execution of this Agreement, County shall advance to Grantee the sum of \$4,500. Following this advance, further payments shall be made in arrears, within thirty (30) days following County's receipt and approval of an invoice. Funding shall be used solely for the purposes described in Article I. Grantee expressly agrees that any funds paid by County under this Agreement shall not be used, directly or indirectly, for any other purposes.

All funding shall be used for direct costs and not staff time, administrative, or overhead costs. Line-item cost breakdowns are estimates only; Grantee shall have the right to move funds among line items provided the use of funds is proper as set forth herein. Funding shall not be used for political advocacy of any kind and shall not be used for individual person or business promotion or advertisement.

The total amount of this Agreement shall not exceed \$45,000.00, inclusive of all work, costs, subconsultants and expenses.

ARTICLE IV

Reports Required: Within forty-five (45) following expiration of this agreement, Grantee shall submit the following:

1. A financial report, covering the term of this Agreement, that accurately and clearly shows the amounts received and expended in accordance with Article I.
2. A narrative report, including appropriate detailed information about any event, project or program that results from grant applications, which demonstrates the success or efficacy of the program.

Any funds that have not been spent in accordance with the provisions of this Agreement, as determined by County, shall be returned to County within thirty (30) days of County's demand for same.

Grantee shall keep and maintain all necessary records, books, documents, and other evidence sufficient to properly and accurately reflect all costs of whatever nature claimed to have been incurred in the performance of this Agreement, including any matching funds or other funds used to fund the Project, all of which will be deemed to constitute "Records" for purposes of this section, in order that County may properly audit all expenditures made pursuant hereto. Such Records shall clearly and accurately reflect the cost and scope of the services provided. Grantee further agrees that the County shall have access, at all reasonable times, to the Records for the purpose of inspection, audit and reproduction.

ARTICLE V

No Joint Venture: This Agreement shall not create a joint venture, partnership or any other relationship of Grantee between the County and Grantee.

ARTICLE VI.

No Grant of Agency: Except as the parties may specify in writing, neither party shall have authority, express or implied, to act on behalf of the other party in any capacity whatsoever as an agent. Neither party shall have any authority, express or implied, pursuant to this Agreement, to bind the other party to any obligation whatsoever.

ARTICLE VII

Interest of Public Official: No official or employee of County who exercises any functions or responsibilities in review or approval of services to be provided by Grantee under this Agreement shall participate in or attempt to influence any decision relating to this Agreement which affects personal interest or interest of any corporation, partnership, or association in which he/she is directly or indirectly interested; nor shall any such official or employee of County have any interest, direct or indirect, in this Agreement or the proceeds thereof.

ARTICLE VIII

Interest of Grantee: Grantee covenants that it presently has no personal interest or financial interest, and shall not acquire same in any manner or degree in either: 1) any other contract connected with or directly affected by the services to be performed by this Agreement; or, 2) any other entities connected with or directly affected by the services to be performed by this Agreement. Grantee further covenants that in the performance of this Agreement no person having any such interest shall be employed by Grantee.

ARTICLE IX

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 X

Termination of Agreement: This Agreement may be terminated at any time by either party upon seven (7) days written notice to the other party. If the Agreement is terminated prior to completion of the Project, Grantee shall return to County all monies received by Grantee from the County under this Agreement within thirty (30) days of demand by County.

ARTICLE XI

Nondiscrimination: In completing the Project, employing personnel, or in any other respect of this Agreement, Grantee shall not employ discriminatory practices on the basis of race, color, sex, age, religion, sexual orientation, national origin or ancestry, or physical or mental disability.

ARTICLE XII

Public Aspect: Grantee agrees to provide a component within the Grantee's Project that is open to the general public. For any performance or event resulting from Grantee's acceptance of this grant, a minimum of two complimentary tickets will be made available to the County for the purpose of assessing compliance with the Grant terms and conditions.

ARTICLE XIII

Funding Credit: Grantee agrees to credit the County for the grant on all printed or internet materials generated for the Project during the grant cycle by using the County seal unless otherwise requested or agreed upon with the County. Electronic versions of print and web-ready logo will be provided upon request. If there are no printed materials, credit to the County is to be announced by Grantee verbally at the event or program.

ARTICLE XIV

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 addressed as follows:

COUNTY OF EL DORADO

Chief Administrative Office

330 Fair Lane

Placerville, CA 95667

ATTN: Kimberly Kerr, Assistant Chief Administrative Officer

or to such other location as the County directs.

Notices to Grantee shall be addressed as follows:

Economic Development Corporation of El Dorado County
542 Main Street
Placerville, CA 95667
ATTN: Laurel Brent-Bumb

or to such other location as Grantee directs.

ARTICLE XV

Indemnity: The Grantee shall defend, indemnify, and hold the County harmless against and from any and all claims, suits, losses, damages and liability for damages 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 Grantee's services, operations, or performance hereunder, regardless of the existence or degree of fault or negligence on the part of the County, the Grantee, subcontractor(s) and employee(s) of any of these, except for the sole, or active negligence 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 XVI

Insurance: Grantee shall provide proof of a policy of insurance satisfactory to the County of El Dorado Risk Manager and documentation evidencing that Contractor maintains insurance that meets the following requirements:

- A. Commercial General Liability Insurance of not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage and a \$2,000,000 aggregate limit.
- B. Grantee shall furnish a certificate of insurance satisfactory to the County of El Dorado Risk Manager as evidence that the insurance required above is being maintained.
- C. The insurance will be issued by an insurance company acceptable to Risk Management, or be provided through partial or total self-insurance likewise acceptable to Risk Management.
- D. Grantee agrees that the insurance required above shall be in effect at all times during the term of this Agreement. In the event said insurance coverage expires at any time or times during the term of this Agreement, Grantee agrees to provide at least thirty (30) days prior to said expiration date, a new certificate of insurance evidencing insurance

coverage as provided for herein for not less than the remainder of term of the Agreement, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of Risk Management and Grantee agrees that no work or services shall be performed prior to the giving of such approval. In the event the Grantee fails to keep in effect at all times insurance coverage as herein provided, County may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event.

- E. The certificate of insurance must include the following provisions stating that:
 - 1. The insurer will not cancel the insured's coverage without prior written notice to County; and
 - 2. The County of El Dorado, its officers, officials, employees and volunteers are included as additional insured on an additional insured endorsement, but only insofar as the operations under this Agreement are concerned. This provision shall apply to the general liability policy.
- F. The Grantee's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees or volunteers shall be in excess of the Grantee's insurance and shall not contribute with it.
- G. Any deductibles or self-insured retentions must be declared to and approved by the County, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the County, its officers, officials, employees and volunteers; or the Grantee shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.
- H. Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the County, its officers, officials, employees or volunteers.
- I. The insurance companies shall have no recourse against the County of El Dorado, its officers and employees or any of them for payment of any premiums or assessments under any policy issued by any insurance company.
- J. Grantee's obligations shall not be limited by the foregoing insurance requirements and shall survive expiration of this Agreement.
- K. In the event Grantee cannot provide an occurrence policy, Grantee shall provide insurance covering claims made as a result of performance of this Agreement for not less than three (3) years following completion of performance of this Agreement.
- L. Certificate of insurance shall meet such additional standards as may be determined by the contracting County Department either independently or in consultation with Risk Management, as essential for protection of the County.

ARTICLE XVII

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 XVIII

Assignment: This Agreement is not assignable by Grantee in whole or in part without the express written consent of County.

ARTICLE XIX

Compliance with Laws, Rules and Regulations: Grantee shall, at all times while this Agreement is in effect, comply with all applicable laws, ordinances, statutes, rules, and regulations governing its conduct.

ARTICLE XX

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 XXI

Administrator: The County Officer or employee with responsibility for administering this Agreement is Kimberly Kerr, Assistant Chief Administrative Officer, or successor.

Requesting Contract Administrator Concurrence:

By: _____

Kimberly Kerr
Assistant Chief Administrative Officer
Chief Administrative Office

Dated: _____

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

-- COUNTY OF EL DORADO --

By: _____ Dated: _____
Terri Daly, Purchasing Agent
Chief Administrative Office
"County"

-- EDC --

Economic Development Corporation of El Dorado County

By: _____ Dated: _____
Laurel Brent-Bumb
Chief Executive Officer
"EDC"

By: _____ Date: _____
Corporate Secretary

jwc

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