

FUNDING AGREEMENT  
#171-F1611

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**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 United States Gold Panning Association, Inc., a non-profit organization, duly qualified to conduct business in the State of California, whose mailing address is P.O. Box 100, Pollock Pines, CA 95726 (hereinafter referred to as "Grantee");

**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 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**, Grantee's activities will contribute significant local economic impact due to its tourist attraction; 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 be in conformity with the applicant's stated purpose.

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

## **ARTICLE I**

**Payment and Use of Funds:** Within thirty (30) days of execution of this Agreement, County shall advance to Grantee the sum of \$40,000. The use of funds shall include, but is not limited to the planning, organization and execution of the 2016 World Gold Panning Championships to be held in Placerville, California (“Project”).

All funding shall be used for direct costs of the Project and not staff time, administrative or overhead costs. Funding shall not be used for political advocacy of any kind and shall not be used for individual person or business promotion or advertisement. Any person or business name mentioned in County-funded materials must be a sponsor or direct participant in the event or promotional effort. Any listing of service or product providers or co-sponsors must be inclusive. Any advertising space or time purchased by a person or business must be clearly and separately identified as paid advertising.

## **ARTICLE II**

**Term:** This Agreement shall become effective upon final execution by both parties hereto and shall continue in effect through December 31, 2016, or until the final statement of funds report has been accepted by County.

## **ARTICLE III**

**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 County seal 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 IV**

**Local Sourcing:** Grantee shall make every reasonable effort to secure and/or purchase materials, supplies and labor from local businesses and the local labor pool. For purposes of this Agreement, a local business is one that maintains a current business license from the Treasurer/Tax Collector of El Dorado County.

## **ARTICLE V**

**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 VI**

**Reports Required:** By November 18, 2016, Grantee shall provide a statement, in reasonable detail, regarding the amount received and expended in accordance with Article I and shall return any unused funds. Any funds that have not been used for the purpose stated herein within sixty (60) days following completion of Project, determined by the County, shall be returned to the

County within thirty (30) days of County's demand. Grantee shall keep and maintain all necessary records sufficient to properly and accurately reflect all costs claimed to have been incurred for the Project in order for County to properly audit all expenditures. County shall have access, at all reasonable times, to the records for the purpose of inspection, audit, and copying.

#### **ARTICLE VII**

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

#### **ARTICLE VIII**

**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 IX**

**Fiscal Considerations:** The parties to this Agreement recognize and acknowledge that County is a political subdivision of the State of California. As such, El Dorado County is subject to the provisions of Article XVI, Section 18 of the California Constitution and other similar fiscal and procurement laws and regulations and may not expend funds for products, equipment or services not budgeted in a given fiscal year. It is further understood that in the normal course of County business, County will adopt a proposed budget prior to a given fiscal year, but that the final adoption of a budget does not occur until after the beginning of the fiscal year.

Notwithstanding any other provision of this Agreement to the contrary, County shall give notice of cancellation of this Agreement in the event of adoption of a proposed budget that does not provide for funds for the services, products or equipment subject herein. Such notice shall become effective upon the adoption of a final budget which does not provide funding for this Agreement. Upon the effective date of such notice, this Agreement shall be automatically terminated and County released from any further liability hereunder.

In addition to the above, should the Board of Supervisors during the course of a given year for financial reasons reduce, or order a reduction, in the budget for any County department for which services were contracted to be performed, pursuant to this paragraph in the sole discretion of the County, this Agreement may be deemed to be canceled in its entirety.

#### **ARTICLE X**

**Audit by California State Auditor:** Grantee acknowledges that if total compensation under this agreement is greater than \$10,000.00, 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 by law, after final payment under the contract, all books, records and documentation necessary to demonstrate performance under the Agreement.

## **ARTICLE XII**

**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: Michael Ciccozzi, Acting Assistant Chief Administrative Officer

or to such other location as the County directs.

Notices to Grantee shall be addressed as follows:

United States Gold Panning Association, Inc.  
P.O. Box 100  
Pollock Pines, CA 95726  
ATTN: Rich Mason, President

or to such other location as the Grantee directs.

## **ARTICLE XIII**

**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 XIV**

**Indemnity:** 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 attorneys 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, subGrantee(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 XV**

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

- A. Full Worker's Compensation and Employer's Liability Insurance covering all employees of Grantee as required by law in the State of California.
- B. Commercial General Liability Insurance of not less than \$1,000,000.00 combined single limit per occurrence for bodily injury and property damage and a \$2,000,000.00 aggregate limit.
- C. Automobile Liability Insurance of not less than \$1,000,000.00 is required in the event motor vehicles are used by the Grantee in the performance of the Agreement.
- D. In the event Grantee is a licensed professional or professional Grantee, and is performing professional services under this Agreement, professional liability is required with a limit of liability of not less than \$1,000,000.00 per occurrence.
- E. 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.
- F. 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.
- G. 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.
- H. 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.

- I. 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.
- J. 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.
- K. 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.
- L. 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.
- M. Grantee's obligations shall not be limited by the foregoing insurance requirements and shall survive expiration of this Agreement.
- N. 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.
- O. 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 XVI**

**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 XVII**

**Interest of Grantee:** Grantee covenants that Grantee 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 XIX**

**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, ages, religion, sexual orientation, national origin or ancestry, or physical or mental disability.

**ARTICLE XX**

**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 XXI**

**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 XXII**

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

**ARTICLE XXIII**

**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 XXIV**

**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 XXV**

**Administrator:** The County Officer or employee with responsibility for administering this Agreement is Michael Ciccozzi, Acting Assistant Chief Administrative Officer, or successor.

**Requesting Contract Administrator Concurrence:**

By: \_\_\_\_\_  
Michael Ciccozzi  
Acting Assistant Chief Administrative Officer

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



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

-- COUNTY OF EL DORADO --

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

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

Chair  
Board of Supervisors  
"County"


ATTEST:  
James S. Mitrison  
Clerk of the Board of Supervisors

By: \_\_\_\_\_  
Deputy Clerk


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

-- GRANTEE --

UNITED STATES GOLD PANNING ASSOCIATION, INC.  
A NON-PROFIT ORGANIZATION

By:   
Rich Mason  
President  
"Grantee"

Dated: 12-10-15

By:   
Charles Shetron  
Secretary  
"Grantee"

Dated: 12/8/2015

(BS)

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