

ORIGINAL

**FUNDING AGREEMENT
#287-F1411**

This Agreement made and entered into 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 organization duly qualified to conduct business in the State of California whose principal place of business is 312 Main Street, Suite 201, Placerville, CA 95667 (hereinafter referred to as "Foundation").

RECITALS

WHEREAS, County has appropriated funding for the purpose of funding programs to benefit veterans and facilities that serve and honor veterans; and

WHEREAS, Foundation has agreed to act as the fiscal agent of said funding and to coordinate said programs; and

WHEREAS, the funding provided herein will provide a valuable public service in that it will help to support, train, and honor veterans and to celebrate their contributions to their county and to the people of the County of El Dorado.

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 Foundation the sum of \$97,400. Funding shall be used for the following purposes:

1. Veterans Monument Upkeep - \$12,000
Funding is to cover upkeep of the El Dorado County Veterans Monument and costs related to the Memorial and Veterans Day events.
2. Student Veteran Resource Center Grant - \$5,000
Funding is to be provided to Folsom Lake College El Dorado Center and South Lake Tahoe Community College to provide books and resources at each campus Veteran Resource Center.

3. Veterans Care Program - \$25,000
Funding is to provide veterans with hospice custodial care and medical equipment through Snowline Hospice.
4. Veterans Mini-Grant Program - \$22,160
Funding is to provide grants to local veteran service office or non-profit veteran service organizations to support their missions. Applications for funding shall be evaluated by the Veterans Affairs Commission.
5. Veteran Career Training-Employment - \$27,700
Funding is to provide assistance through the customized "Project Hire" program, an existing program. Additional grants, including the Local Veterans/ Employment Representative Program will be sought to supplement or enhance the employment programs.
6. Veteran Grants Requisitioning - \$5,540
Funding is to be used to search for grants and hire an individual to help write and apply for grants.

ARTICLE II

Term: This Agreement shall become effective when fully executed by the parties hereto and shall expire when all funds have been spent by Foundation.

ARTICLE III

Reports Required: Foundation shall submit a financial report covering the term of this Agreement. The report shall clearly show the amounts received and expended as provided in Article I. Said report shall be submitted to the County within sixty days (60) following the end of the contract term. 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.

Foundation shall maintain records, books, documents, and other evidence 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.

Foundation'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 its duly authorized representatives, including the Comptroller General of the United States.

ARTICLE IV

Audit by California State Auditor: Foundation 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.

ARTICLE V

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 Foundation 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 VI

Interest of Foundation: Foundation 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. Foundation further covenants that in the performance of this Agreement no person having any such interest shall be employed by Foundation.

ARTICLE VII

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 addressed as follows:

COUNTY OF EL DORADO
Chief Administrative Office
330 Fair Lane
Placerville, CA 95667
ATTN: Terri Daly, Chief Administrative Officer

or to such other location as the County directs.

Notices to Foundation shall be addressed as follows:

EL DORADO COMMUNITY FOUNDATION
P.O. Box 1388
Placerville, CA 95667
ATTN: William John Roby

or to such other location as Foundation directs.

ARTICLE IX

Indemnity: The Foundation 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 Foundation's services, operations, or performance hereunder, regardless of the existence or degree of fault or negligence on the part of the County, the Foundation, 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 Foundation to indemnify and save County harmless includes the duties to defend set forth in California Civil Code Section 2778.

ARTICLE X

Administrator: The County Officer or employee with responsibility for administering this Agreement is Terri Daly, Chief Administrative Officer, or successor.

ARTICLE XI

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 XII

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.

REQUESTING CONTRACT ADMINISTRATOR CONCURRENCE:

By: Kimberly A. Kue Dated: 10/23/13
for Terri Daly
Chief Administrative Officer

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

-- COUNTY OF EL DORADO --

Dated: 10/29/13
By: [Signature] Roy Briggs Chairman
Board of Supervisors
"County"

ATTEST:
James S. Mitrisin, Clerk
of the Board of Supervisors

By: [Signature] Date: 10/29/13
Deputy Clerk

-- FOUNDATION --

Dated: 10-23-13

EL DORADO COMMUNITY FOUNDATION
A NON-PROFIT ORGANIZATION

By: [Signature] William John Roby
President
"Foundation"

By: [Signature] Date: 10-23-13
Corporate Secretary