

# ORIGINAL

## **Funding Agreement Between County of El Dorado and Cool Community Association, Inc.**

### **Funding Agreement #4278**

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 Cool Community Association, Inc., a non-profit organization, whose principal place of business is 1701 State Highway 193, Cool, California, 95614 and whose mailing address is Post Office Box 171, Cool, California 95614 (hereinafter referred to as "Grantee");

#### **R E C I T A L S**

**WHEREAS**, Grantee is an all-volunteer, public charity and its mission is to preserve and enhance the Historic Cool Hall; and

**WHEREAS**, Historic Cool Hall is host to youth groups, town halls, meetings, fund raisers and forums; and

**WHEREAS**, County recognizes and supports the efforts of Grantee by providing funding; and

**WHEREAS**, the funding provided herein will provide a valuable public service to the over sixty-five-year-old roof on the Historic Cool Hall; and

**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 preserve and enhance the Historic Cool Hall for use by the Georgetown Divide community and El Dorado County residents.

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

#### **ARTICLE I**

**Payment and Use of Funds:** Within fifteen (15) days of execution of this Agreement, County will advance funds to Grantee in the amount of \$5,000.00. Funds shall be used solely for the purpose of gutters, downspouts, and screens for the replacement roof at Historic Cool Hall. 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.

#### **ARTICLE II**

**Term:** This Agreement shall become effective when fully executed by the parties hereto and shall expire one (1) 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**

**Audits Required:** Grantee shall submit to County a year-end audited 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.

**ARTICLE IV**

**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 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**

**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.: Emma Owens  
Management Analyst

With a copy to:

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

Attn.: Michele Weimer  
Procurement and Contracts Manager

or to such other location as County directs.

Notices to Grantee shall be addressed as follows:

Cool Community Association, Inc.  
Post Office Box 171  
Cool, California 95614

Attn.: Wally Dubois  
Chief Executive Officer

or to such other location as Grantee directs.

#### **ARTICLE VII**

**Indemnity:** To the fullest extent allowed by law, Grantee shall defend, indemnify, and hold harmless the County and its officers, agents, employees, and representatives from and against any and all claims, actions, losses, injuries, damages, or expenses of every name, kind, and description, including litigation costs and reasonable attorney's fees incurred, brought for or on account of, injury to or death of any person, including but not limited to workers, County employees, officers, or agents, and the public, or damage to property, which arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Grantee, its officers, agents, employees, volunteers, representatives, contractors, and subcontractors. This duty of Grantee includes the duty of defense, inclusive of that set forth in California Civil Code Section 2778 and is subject to any limit provided for in Civil Code Section 2782.8(a) of the cost to defend charged to Grantee. Each party shall notify the other party immediately in writing of any claim or damage related to activities performed under this Agreement, provided that County's failure to immediately or timely notify Grantee does not limit or waive Grantee's defense and indemnity obligations in this Article. The parties shall cooperate with each other in the investigation and disposition of any claim arising out of the activities under this Agreement.

#### **ARTICLE VIII**

**Administrator:** The County Officer or employee with responsibility for administering this Agreement is Emma Owens, Management Analyst, Chief Administrative Office, or successor or designee.

#### **ARTICLE IX**


**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 X**

**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.

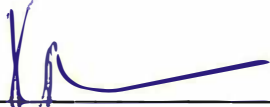
IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates indicated below.

-- COUNTY OF EL DORADO --

By:   
Board of Supervisors  
"County"


Dated: 8/27/2019

Attest:  
Kim Dawson  
Clerk of the Board of Supervisors


By:   
Deputy Clerk t

Dated: 8/27/2019

-- COOL COMMUNITY ASSOCIATION, INC. --

By:   
Wally Dubois  
Chief Executive Officer  
"Grantee"

Dated: 9/9/2019

By:   
Kathy Jackson  
Secretary

Dated: 9/9/2019