

**FUNDING OUT AGREEMENT**  
**#5181**  
**Fiscal Year 2020-2021 VA TOT**

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**THIS AGREEMENT** is 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 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 (Mailing Address: P.O. Box 1388, 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 \$24,734.85. Funds are part of the Fiscal Year 2020-2021 Transient Occupancy Tax (T.O.T.) revenues. If these funds are not expended in the fiscal year, the funds shall roll over to the next fiscal year(s) until they are expended.

Funding shall be used for the following purposes:

1. Veterans Mini-Grant Program - \$23,557.00.  
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.

2. Management fee to the El Dorado County Community Foundation - \$1,177.85.  
The management fee is the equivalent of 5% of the funds that the foundation will be managing and administering.

## **ARTICLE II**

**Term:** This Agreement shall become effective when fully executed by the parties hereto and shall expire on June 30, 2021 or when all funds have been expended and the County has approved all expenses.

## **ARTICLE III**

**Reports Required:** Foundation shall submit a progress report detailing expenses in each purpose area twice annually. The first progress report shall be delivered in January and this shall detail expenses from the first half of the fiscal year. The second progress report shall be delivered in July and this shall detail expenses from the second half of the prior fiscal year. Each progress report shall be sent to the contract administrator.

Upon full expenditure of all funds, 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 Foundation 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 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  
HEALTH AND HUMAN SERVICES AGENCY  
3057 Briw Road, Suite B  
Placerville, CA 95667  
ATTN: Don Semon, Director

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:** To the fullest extent permitted by law, Foundation shall defend at its own expense, indemnify, and hold the County harmless, its officers, employees, agents, and volunteers, against and from any and all liability, claims, suits, losses, damages, or expenses 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 acts or omissions of Foundation or its officers, agents, or employees in rendering the services, operations, or performance hereunder, except for liability, claims, suits, losses, damages or expenses arising from the sole negligence or willful acts of the Foundation, 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 Richard Todd, Program Manager, Health and Human Services Agency, 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**

**Counterparts:** This Agreement may be executed in any number of counterparts and by the parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

**ARTICLE XIII**

**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: \_\_\_\_\_  
Richard Todd, MBA, Program Manager  
Health and Human Services Agency

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

**Requesting Department Head Concurrence:**

By: \_\_\_\_\_  
Donald Semon, Director  
Health and Human Services Agency

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

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

**-- COUNTY OF EL DORADO --**

By: \_\_\_\_\_ Dated: \_\_\_\_\_  
Purchasing Agent  
Chief Administrative Office  
"County"

**-- FOUNDATION --**

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

EL DORADO COMMUNITY FOUNDATION  
A NON-PROFIT ORGANIZATION

By: \_\_\_\_\_  
William John Roby  
Executive Director

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Sakina Madraswala  
Chief Financial Officer