

**Funding Agreement  
Between**

**County of El Dorado and South Fork Arts and Recreation Company**

**Funding Agreement #5518**

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 South Fork Arts and Recreation Company, a non-profit public benefit corporation, whose local address is 7308 State Highway 49, Suite F, Lotus, California 95651, and whose mailing address is Post Office Box 157, Coloma, California 95613 (hereinafter referred to as "Grantee");

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

**WHEREAS**, Grantee is a non-profit organization, and its mission is to engage in charitable and educational activities with the local communities; and

**WHEREAS**, the funding will support an initiative that will provide enhanced fire suppression capabilities for the Coloma / Lotus valley; and

**WHEREAS**, the initiative is supported by El Dorado County (EDC) Fire, Cal Fire, EDC Fire Safe Council, and the Coloma Lotus Advisory Council; and

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

**WHEREAS**, the Board of Supervisors of the County of El Dorado determined that a public benefit is derived from supporting this effort to authorize funding, which will serve to protect a rural area of 1,200 residents that currently has no fire hydrants in the area;

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

**ARTICLE I**

**Payment and Use of Funds:** Within forty-five (45) days of execution of this Agreement, County will advance funds to Grantee in the amount of \$5,000. Funds shall be used solely and applied to the costs of developing supporting documentation for grant applications, including:

- Acquiring and recording easements required for the installation and maintenance of tank/hydrant sites
- Acquisition, surveying, easement documentation, and County recording costs
- Engineering services required to complete the tank/hydrant design for EDC Fire Station #74 and Clark Mountain Road sites (two [2] highest priority installations)
- Soil analysis, hydraulic engineering, and mechanical design review

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 thereafter. 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, 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:

South Fork Arts and Recreation Company  
Post Office Box 157  
Coloma, California 95613

Attn.: Howard Penn  
President

or to such other location as Grantee directs.

**ARTICLE VII**

**Indemnity:** To the fullest extent permitted by law, Grantee 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 Grantee 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 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 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**

**Counterparts:** This Agreement may be executed in one or more counterparts, each of which shall be an original and all of which together shall constitute one and the same instrument.

## **ARTICLE XI**

**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: *Donald Ashton*  
Donald Ashton (Apr 5, 2021 15:44 PDT)  
\_\_\_\_\_  
Don Ashton  
Chief Administrative Officer  
"County"

Dated: 04/05/2021

-- SOUTH FORK ARTS AND RECREATION COMPANY --

By: *Howard Penn*  
Howard Penn (Mar 29, 2021 11:29 PDT)  
\_\_\_\_\_  
Howard Penn  
President  
"Grantee"

Dated: 03/29/2021

By: *Theresa Simsiman*  
\_\_\_\_\_  
Theresa Simsiman  
Chief Financial Officer

Dated: 04/02/2021

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