

Partnership Financial Contribution and Matching Fund Agreement
Between
The State of California, Department of Parks and Recreation
And
The South Yuba River Citizens League
For
The Maintenance and Operation of Malakoff Diggins State Historic Park

This Partnership Financial Contribution and Matching Fund Agreement ("Agreement") is by and between the State of California, Department of Parks and Recreation ("State Parks") and the South Yuba River Citizens League ("Partner"), collectively the "Parties", for the continued maintenance and operation by State Parks of Malakoff Diggins State Historic Park ("Park Unit").

Recitals

Whereas, State Parks is a department of the State of California and is charged with the administration and operation of the State Park System; and

Whereas, the Park Unit is part of the State Park System within the Sierra District of State Parks; and

Whereas, Partner is a 501 (c) (3) non-profit organization; and

Whereas, pursuant to Public Resources Code §§ 5005, 5009.1, 5009.2, and 5009.3, State Parks may enter into agreements with any person or entity for the acceptance of funds for the purpose of enhancing the maintenance or operation of units of the State Park System with priority given to preventing closure or reduced hours of service to the public; and

Whereas, pursuant to Public Resources Code §§ 5009.1 and 5009.2, State Parks and the contracting person or entity shall specify in such agreements the level of service, maintenance, or operation that will be performed at selected units of the State Park System; and

Whereas, pursuant to Public Resources Code §§ 5009, 5009.1, and 5009.2, any funds received pursuant to such agreements shall be deposited into a separate account in the State Park Contingent Fund; and

Whereas, by the passage of Assembly Bill 1478, Section 541.5 was added to the Public Resources Code authorizing State Parks to match on a dollar-for-dollar basis eligible financial contributions contributed by a partner pursuant to an agreement entered into on or before June 30, 2014 and for which State Parks has received such financial contributions; and

Whereas, State Parks developed the "AB 1478 Match Procedural Guide for Donor Agreements", as revised, which can be found at http://www.parks.ca.gov/pages/26966/files/donor_agreement_ab1478_match_guide_final.pdf to facilitate the process for State Parks' matching of eligible financial contributions. Such guide is hereby incorporated by reference and made a part of this Agreement as "Exhibit A" as if it were attached hereto; and

Whereas, Partner desires to donate financial contributions to State Parks and State Parks desires to accept such financial contributions to allow State Parks to continue maintenance and operation of the Park Unit so that it may remain open for the benefit and enjoyment of the public for July 20, 2012 through June 30, 2013; and

Whereas, in conformance with Public Resources Code § 541.5 and the "AB 1478 Match Procedural Guide for Donor Agreements", as revised (Exhibit A), State Parks agrees to match on a dollar-for-dollar basis Partner's eligible financial contributions contributed to the Park Unit pursuant to this Agreement; and

Whereas, the Parties understand and agree that, pursuant to Public Resources Code § 541.5, State Parks shall allocate the matching funds on or before June 30, 2014. State Parks shall spend such allocated matching funds for staffing costs on or before June 30, 2014 and shall spend such allocated matching funds for costs other than staffing on or before June 30, 2016. Thus, in order to allow State Parks time to allocate matching funds by June 30, 2014, Partner shall deliver the financial contributions as stated in this Agreement to State Parks on or before January 1, 2014, and State Parks shall only allocate match funds to the Park Unit upon receipt of the financial contributions of Partner. Any matching funds allocated pursuant to Partner's financial contribution commitments as stated in this Agreement that are not delivered by Partner to State Parks on or before January 1, 2014, shall be available to be reallocated by State Parks, in its sole discretion, in conformance with Public Resources Code § 541.5 and the "AB 1478 Match Procedural Guide for Donor Agreements", as revised (Exhibit A). Furthermore, upon receipt by State Parks of any or all of Partner's financial contributions, whether in whole or in part, such financial contributions shall become the property of State Parks for State Parks' exclusive use in accordance with this Agreement and shall not be returned to Partner in any event including, but not limited to, the event of early or other termination of this Agreement; and

Whereas, the Parties understand that Partner's financial contributions and State Parks' matching funds may not equal the costs for State Parks to keep the Park Unit open to

the public with full services 365 days a year and may only allow State Parks to keep the Park Unit open to the public with reduced services and/or on a limited time basis; and

Whereas, the Parties agree that State Parks will keep the Park Unit open to the public with reduced services and/or on a limited time basis at State Parks' sole discretion as Partner's financial contributions and State Parks' matching funds allow; and

Now, Therefore, In consideration of the following mutual covenants and obligations, and subject to the terms and conditions set forth herein, the Parties agree as follows:

Covenants

I. Term

This Agreement shall become effective on the last date of signature by the Parties and upon approval of the State of California, Department of Finance ("DOF"), if applicable, and shall remain in force and effect until June 30, 2014. In the event the amount of Partner's financial contributions exceed \$100,000, DOF approval is required. The term of this Agreement may be extended via a written amendment to this Agreement.

II. Roles and Responsibilities

A. Partner Roles and Responsibilities:

1. Partner shall donate \$22,500 to State Parks as a one time financial contribution for State Parks Fiscal Year 2012/13 to be used by State Parks, at the sole discretion of State Parks, to maintain and operate the Park Unit from July 1, 2013 through June 30, 2014.

2. Partner may make additional financial contributions to State Parks as such financial contributions become available. Such additional financial contributions shall be made in the form of a written amendment to this Agreement. If Partner desires such additional financial contributions to be matched by State Parks, Partner and State Parks shall follow the process stated in "AB 1478 Match Procedural Guide for Donor Agreements", as revised (Exhibit A).

3. Other than providing the funding pursuant to this Agreement, Partner shall have no responsibility for maintaining or operating the Park Unit.

B. State Parks Roles and Responsibilities:

Partnership Financial Contribution and Matching Fund Agreement between
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1. Upon receipt by State Parks of any or all of Partner's financial contributions, whether in whole or in part, such financial contributions shall become the property of State Parks and State Parks shall deposit such financial contributions within the State Park Contingent Fund for State Parks' exclusive use in accordance with this Agreement. State Parks shall track the revenue and expenses of the Park Unit on a quarterly basis and provide Partner an account statement upon request.

2. State Parks shall maintain and operate the Park Unit at its sole discretion with the purpose of protecting park resources and keeping the Park Unit open for the benefit and enjoyment of the public with reduced services and/or on a limited time basis as Partner's financial contributions and State Parks' matching funds allow as follows:

- Visitor Center and Park Unit will be open for day use 3 days a week (Friday – Sunday) from July 1, 2013 – September 30, 2013 and May 1, 2014 – June 30, 2014.
- Cabins will be available for rental 7 days a week from July 1, 2013 – September 30, 2013 and May 1, 2014 – June 30, 2014.

3. Pursuant to Public Resources Code § 541.5, State Parks shall allocate matching funds on or before June 30, 2014. Thus, in order to allow State Parks time to allocate matching funds by June 30, 2014, Partner shall deliver the financial contributions to State Parks as stated in this Agreement on or before January 1, 2014. State Parks shall only allocate matching funds to the Park Unit upon receipt of the financial contributions of Partner. State Parks shall spend the allocated matching funds for staffing costs at the Park Unit on or before June 30, 2014. State Parks shall spend the allocated matching funds for costs other than staffing at the Park Unit on or before June 30, 2016.

Pursuant to Partner's commitment of financial contributions as stated in "Donor's Financial Contribution Commitment Form" executed by the Parties on March 13, 2013 and attached hereto and incorporated herein as "Exhibit B" to this Agreement, State Parks agrees to match Partner's eligible financial contributions as stated in "Department's Match Pending Form" executed by the Parties on March 13, 2013 and attached hereto and incorporated herein as "Exhibit C" to this Agreement.

As Partner delivers the financial contributions to State Parks and as evidenced by Partner's submission to State Parks of an executed "Donor's Financial Contribution Delivery Form", attached hereto and incorporated herein as "Exhibit D" to the Agreement, State Parks shall match Partner's financial contribution as stated on the executed "Department's Match Pending Form (Exhibit C) by allocating the matching funds to be spent by State Parks at the Park Unit. Upon allocating such match funds, State Parks shall complete and the Parties shall execute the "Department's Match

Allocation Form", a sample of which is included in the "AB 1478 Match Procedural Guide for Donor Agreements", as revised (Exhibit A).

Any matching funds allocated pursuant to Partner's financial contribution commitments as stated in this Agreement that are not delivered by Partner to State Parks on or before January 1, 2014, shall be available to be reallocated by State Parks, in its sole discretion, in conformance with Public Resources Code § 541.5 and the "AB 1478 Match Procedural Guide for Donor Agreements", as revised (Exhibit A).

4. Any interest accrued on Partner's financial contributions shall be available for use by State Parks in accordance with the Agreement.

5. Any of Partner's financial contributions remaining in the account at the end of a fiscal year shall remain in the account and be available for expenditure by State Parks for the next fiscal year in accordance with this Agreement.

III. Recognition

Partner will receive recognition of its financial contributions in accordance with State Parks' Donor and Sponsorship Recognition Guidelines.

IV. Modification

This Agreement may only be modified in writing by the mutual agreement of both Parties.

V. Termination

Prior to the receipt by State Parks of any or all of Partner's financial contributions, whether in whole or in part, either Party may terminate this Agreement for convenience upon 30 days written notice to the other Party. After the receipt by State Parks of any or all of Partner's financial contributions, whether in whole or in part, either Party may terminate this Agreement for convenience upon 180 days written notice to the other Party.

In the event Partner cannot provide State Parks the financial contributions required to maintain and operate the Park Unit at the agreed upon maintenance, operation, or service levels stated herein, or if the Parties cannot resolve a dispute that affects the viability of this Agreement, the Parties agree to release each other from the obligations of this Agreement.

Upon termination of this Agreement for convenience or otherwise, any and all of Partner's financial contributions, whether in whole or in part, received by State Parks

shall remain the property of State Parks for State Parks' exclusive use in accordance with this Agreement and shall not be returned to Partner in any event including, but not limited to, the event of early or other termination of this Agreement.

VI. Compliance with Laws

This Agreement is governed by the laws of the State of California in all respects as to interpretation, construction, operation, effect, and performance.

VII. Partial Invalidity

If any term, covenant, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, it shall be severable from this Agreement and the remaining terms, covenants, conditions, and/or provisions shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby.

VIII. No Third Party Beneficiaries

This Agreement does not confer any additional legal rights, liabilities, or obligations between the Parties or to third parties that do not already exist.

IX. No Assignment

This Agreement is not assignable by either Party, in whole or in part, without prior written consent of the other Party, which shall not be withheld unreasonably. Any such transfer or assignment made in violation of this section shall be void.

X. Paragraph Titles

The paragraph titles of this Agreement are inserted only as a matter of convenience and for reference, and in no way define, limit, or describe the scope or intent of this Agreement or in any way affect this Agreement.

XI. Mutual Drafting

This Agreement shall be deemed to have been drafted by both Parties, with each having equal say and status. In no event shall any term be interpreted more favorably as to one Party or the other.

XII. Other Agreements

This Agreement in no way restricts either Party from participation in similar agreements with other public or private entities.

XIII. Complete Agreement

This Agreement and any incorporated addenda constitute the entire agreement between the Parties as related to Partner's financial contributions and it supersedes any and all prior oral or written agreements between them as related to such financial contributions. No representations, warranties, or inducements expressed or implied have been made by either Party to the other related to Partner's financial contributions except as set forth herein

XIV. Successors in Interest

Unless otherwise provided in this Agreement, the terms, covenants, and conditions contained herein shall apply to and bind the heirs, successors, executors, administrators, and assigns of the Parties, all of who shall be jointly and severally liable hereunder.

XV. Authority to Execute


Each Party warrants that they have the authority to execute this Agreement and agree for their respective successors and assigns to be bound by its terms and conditions.

Signatures



Caleb Dardick
Executive Director
South Yuba River Citizen League

3/13/13
Date



Major General Anthony L. Jackson, USMC (Ret), Director
State of California, Department of Parks and Recreation

04/03/2013
Date

"Exhibit B"

Donor's Financial Contribution Commitment Form

This form is used for the purpose of establishing the AGREEMENT (or amendment). It lists what the DONOR plans to deliver in the future. The financial contribution commitment will be effective upon execution of the agreement/amendment.

Purpose: Description of the FINANCIAL CONTRIBUTION AND USE.	Schedule of month /year of FINANCIAL CONTRIBUTION DELIVERY	Amount of the FINANCIAL CONTRIBUTION
Check from South Yuba River Citizens League	04/1/2013	\$ 22,500
		\$
	Grand total	\$22,500

Name of PARK subject to this AGREEMENT: MALAKOFF DIGGINS STATE HISTORIC PARK

I certify that the DEPARTMENT and DONOR understand and agree with the above offer and agrees with all of the following: The DEPARTMENT'S MATCH authority is limited to \$10 million for all statewide FINANCIAL CONTRIBUTION DELIVERIES. All FINANCIAL CONTRIBUTION DELIVERIES must occur before June 30, 2014 because the DEPARTMENT must allocate MATCH before June 30, 2014. Therefore, the DEPARTMENT will allocate MATCH in the same order that FINANCIAL CONTRIBUTIONS are received. The DEPARTMENT cannot allocate MATCH after receiving \$10 million of FINANCIAL CONTRIBUTIONS pursuant to all statewide AGREEMENTS, or after June 30, 2014, whichever is earlier. The allocated MATCH funds must be spent before June 30, 2016. I understand the signatures below recommend final approval. The actual match will be awarded when the accompanying contract / contract amendment is signed and approved.

PARTNER'S Authorized Representative (Name and Title):

Caleb Dardick

Executive Director, South Yuba River Citizens League

Signature Caleb Dardick

Date 3/13/13

DEPARTMENT'S Authorized Representative (Name and Title):

Marilyn Linken

District Superintendent

Signature Marilyn Linken

Date 3/6/13

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"Exhibit C"

Department's Match Pending Form

This form is used for the purpose of establishing the AGREEMENT (or amendment). It lists what the DEPARTMENT will provide if the OPERATING PARTNER delivers what is listed on the "Donor's Financial Contribution Commitment Form". The MATCH will be awarded upon execution of the agreement/amendment and receipt of the financial contribution.

Purpose: Description of the FUNCTIONS or DEFERRED MAINTENANCE that the DEPARTMENT will fund through the MATCH.	MATCH Amount
Senior Maintenance Aid (\$14.46/hr) and Visitor Services Park Aid (\$14.38/hr) July 2013 – September 2013 and May 2014 – June 2014.	\$ 22,500
	\$
	\$
Grand Total:	\$22,500

Name of PARK subject to this AGREEMENT: Malakoff Diggins State Historic Park

I certify that the DEPARTMENT and DONOR understand and agree with the above offer and agrees with all of the following: The DEPARTMENT'S MATCH authority is limited to \$10 million for all statewide FINANCIAL CONTRIBUTION DELIVERIES. All FINANCIAL CONTRIBUTION DELIVERIES must occur before June 30, 2014 because the DEPARTMENT must allocate MATCH before June 30, 2014. Therefore, the DEPARTMENT will allocate MATCH in the same order that FINANCIAL CONTRIBUTIONS are received. The DEPARTMENT cannot allocate MATCH after receiving \$10 million of FINANCIAL CONTRIBUTIONS pursuant to all statewide AGREEMENTS, or after June 30, 2014, whichever is earlier. The allocated MATCH funds must be spent before June 30, 2016. I understand the signatures below recommend final approval. The actual match will be awarded when the accompanying contract / contract amendment is signed and approved.

PARTNER'S Authorized Representative (Name and Title):

Caleb Dardick

Executive Director, South Yuba River Citizens League

Signature Caleb Dardick

Date 3/13/13

DEPARTMENT'S Authorized Representative (Name and Title):

Marilyn Lincom

District Superintendent

Signature Marilyn Lincom

Date 3/6/13

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"Exhibit D"

Donor's Financial Contribution Delivery Form

This form is used for the purpose of reporting the achieved FINANCIAL CONTRIBUTION DELIVERY to enable the DEPARTMENT to allocate MATCH. FINANCIAL CONTRIBUTION DELIVERY reported to the DEPARTMENT should be grouped on a QUARTERLY basis when possible.

Purpose: Description of the achieved FINANCIAL CONTRIBUTION DELIVERY	Month/year of FINANCIAL CONTRIBUTION DELIVERY	Amount of the FINANCIAL CONTRIBUTION
Check # _____	2/15/2012	\$ 22,500
		\$
		\$
		\$
	QUARTERLY total through this report:	\$
	QUARTERLY total through previous reports:	\$
	Grand total to date:	\$22,500

Name of PARK subject to this AGREEMENT: MALAKOFF DIGGINS STATE HISTORIC PARK

I certify that the DONOR provided the FINANCIAL CONTRIBUTION DELIVERY listed on this form

PARTNER'S Authorized Representative (Name and Title):

Caleb Dardick

Executive Director, South Yuba River Citizens League

Signature

Caleb Dardick

Date

3/13/13

DEPARTMENT'S Authorized Representative (Name and Title):

Marilyn Lincom

District Superintendent

Signature

Marilyn Lincom

Date

3/6/13

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