



A Tradition of Stewardship
A Commitment to Service

Agricultural Commissioner/Sealer of Weights & Measures

1710 Soscol Avenue, Suite 3
Napa, CA 94559-1311
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Tracy Cleveland
Agricultural Commissioner/
Sealer of Weights & Measures

January 28, 2025

Michelle Machado
President, Las Posadas 4-H Camp Board
machadobunch@aol.com

Dear Ms. Machado,

On June 21, 2016, Napa County through its Agricultural Commissioner's Office entered into a funding Agreement with the Las Posadas 4-H Camp Board and provided \$10,000 for the sole purpose of offsetting expenses associated with kitchen improvements at the 4-H Camp Facility at Las Posadas Forest in Angwin. The funds were intended for kitchen improvements to meet Napa Health standards. However, after an evaluation by Cal Fire, the camp was deemed unusable until the State completes costly upgrades to bring the site up to code. This process could take years and cost millions of dollars.

Pursuant to Section 7 of the Agreement, I am requesting that Las Posadas 4-H Camp Board return the \$10,000.00 to the Napa County Agricultural Commissioner's Office within 30 days of receipt of this letter.

If there is any additional information I can provide, please feel free to contact me.

Sincerely,

A handwritten signature in blue ink that reads "Tracy Cleveland".

Tracy Cleveland
Napa County Agricultural Commissioner/Sealer of Weights & Measures

Encl: 2016 Funding Agreement

NAPA COUNTY AGREEMENT NO. _____

FUNDING AGREEMENT

THIS FUNDING AGREEMENT ("Agreement") is made and entered into as of this 21st day of June, 2016, by and between Napa County, hereinafter referred to as "Grantor," and the Las Posadas 4-H Club Camp Board, whose mailing address is 1710 Soscol Avenue, Suite 4, Napa, CA 94559, hereinafter referred to as "Grantee."

RECITALS

WHEREAS, Las Posadas 4-H Camp is located within the 798-acre Las Posadas State Forest near Angwin, Napa County. The property was gifted to the State of California by Anita S. Blake to be preserved for research work in forestry, botany and related topics. The State provides a lease to 4-H to operate a summer camp for local members in Napa and five neighboring Counties (Alameda, Contra Costa, Marin, Sacramento, and Sonoma); and

WHEREAS, Las Posadas 4-H Camp has been in existence since 1928 with more than 80,000 4-H members attending the camp over the past 88 years. Camp activities include hiking, swimming, free time to explore nature, workshops, crafting, archery, basketball, camp fires, and much more. Meals are prepared daily by adult chaperones to serve three complete meals, as well as snacks. The heavily used kitchen is of dire need of improvements; and

WHEREAS, the last kitchen update occurred in 2000 with a new freezer and convection oven. With the continued need to serve the growth in the number of youth attending the 4-H summer camp, and the expansion of the 4-H summer camp program, the need to modernize the kitchen to current food safety standards has becoming increasingly important; and

WHEREAS, the kitchen needs a new exhaust hood, fire suppression system, all walls need to be covered with fiberglass reinforced panels, new stainless steel food service counter, re-panel the ceiling, new LED lighting, new prep tables, floor racks for storage room, and new kitchen commercial flooring; and

WHEREAS, Grantee will make much needed improvements to the kitchen at Las Posadas 4-H Camp in order to meet code compliance for the upcoming summer camp; and

WHEREAS, Grantor recognizes the value this camp offers to the youth of our community and the importance of providing learn-by-doing educational experiences. Grantor's Agricultural Commissioner/Sealer of Weights and Measures is willing to contribute \$10,000 from its fund to assist 4-H in purchasing materials and equipment to help complete the kitchen renovation and the Board of Supervisors concurs with the proposed contribution.

TERMS

NOW, THEREFORE, in consideration of the mutual promises of Grantor and Grantee, contained herein, Grantor and Grantee agree as follows:

1. **Term of the Agreement.** The term of this Agreement shall commence on the date first above written and shall expire on June 30, 2017, unless terminated earlier in accordance with Paragraph 8 (Termination); except that the obligations of Grantee to Grantor under Paragraph 4 (Records Retention and Monitoring) and Paragraph 7 (Return of Funds) shall survive the expiration date for the periods noted in such Paragraphs, and Paragraph 6 (Indemnification) shall continue in full force and effect after said expiration date as to any liability for acts and omissions occurring during the term of this Agreement.

2. **Use of Funds by Grantee.** Grantee hereby agrees to use all funds conveyed to Grantee by Grantor under this Agreement for the sole purpose of offsetting expenses associated with the kitchen improvements.

3. **Payment of Funds by Grantor to Grantee.** Grantor agrees to pay to Grantee the sum of Ten Thousand Dollars (\$10,000). All payments for compensation and reimbursement for expenses shall be made only upon presentation by Grantee to Grantor of an itemized billing invoice in a form acceptable to the Grantor's Auditor which indicates, at a minimum, Grantee's name, address, Social Security or Taxpayer Identification Number, a description of the tasks to be completed and the approved task rate. GRANTEE shall submit one invoice to Grantor's Agricultural Commissioner who, after review and approval as to form and content, shall submit the invoice to Grantor's Auditor no later than fifteen (15) calendar days following receipt.

4. **Records Retention and Monitoring.** Grantee shall maintain records which fairly reflect the activities of Grantee funded under this Agreement. Grantor shall have access to any books, documents, papers and records of Grantee which are directly pertinent to the subject matter of this Agreement. Except where longer retention is required by any federal or state law, Grantee shall maintain all such records for no less than five (5) years after Grantor makes the grant payment called for in this Agreement.

5. **Independent Contractor.** Grantee shall perform this Agreement as an independent contractor, and Grantee and its officers, agents, employees are not, and shall not be deemed, Grantor employees for any purpose, including workers' compensation. Grantee shall, at its own risk and expense, determine the method and manner by which the activities of Grantee under this Agreement shall be performed.

6. **Indemnification.** Grantee shall defend, indemnify and hold harmless Grantor, its officers, agents and employees from any claim, loss or liability including, without limitation, those for personal injury (including death) or damage to property, arising out of or connected with any aspect of the performance by Grantee, or its officers, agents, or employees, of activities of Grantee funded under this Agreement.

7. **Return of Funds.** If Grantee fails to fulfill in a timely and proper manner any of Grantee's obligations under this Agreement or otherwise breaches this Agreement during the term of this Agreement Grantee shall, upon written demand by Grantor, return to Grantor any portion of the funds provided under this Agreement used in violation of Grantee's obligations under this Agreement. Return of funds under this Paragraph shall occur within thirty (30) days of receipt by Grantor of written demand by Grantor and shall include any interest earned thereon by Grantee. Return of funds under this Paragraph shall be in addition to any other remedies available to Grantor by law.

8. **Termination.** This Agreement may be terminated by either party for any reason and at any time by giving prior written notice of such termination to the other party specifying the effective date thereof at least thirty (30) days prior to the effective date, as long as the date the notice is given and the effective date of the termination are in the same fiscal year

9. **Non-Discrimination Clause.** During the performance of this Agreement, Grantee and its officers, employees, and agents shall not deny the benefits thereof to any person on the basis of religion, color, ethnic group identification, sex, age, physical or mental disability, nor shall Grantee discriminate unlawfully against any person because of race, religion, color, national origin, ancestry, physical handicap, mental disability, medical condition, marital status, age or sex.

10. **Compliance with Laws.** Grantee shall observe and comply with all applicable Federal, State and local laws, ordinances, and codes.

11. **No Waiver.** Waiver by either party of any breach or violation of any requirement of this Agreement shall not be deemed to be a waiver of any such breach in the future, or of the breach of any other requirement of this Agreement.

12. **Notices.** All notices required or authorized by this Agreement shall be in writing and shall be delivered in person or by deposit in the United States mail, by certified mail, postage prepaid, return receipt requested. Any mailed notice, demand, request, consent, approval or communication that either party desires to give the other party shall be addressed to the other party at the address set forth below. Either party may change its address by notifying the other party of the change of address. Any notice sent by mail in the manner prescribed by this paragraph shall be deemed to have been received on the date noted on the return receipt or five days following the date of deposit, whichever is earlier.

GRANTOR

Greg Clark
Napa County Agricultural Commissioner
1710 Soscol Ave., Suite 3
Napa, California 94559

GRANTEE

Jim Bennett
Las Posadas 4-H Camp Board
1710 Soscol Ave., Suite 4
Napa, California 94559

13. **Amendment/Modification.** Except as specifically provided herein, this Agreement may be modified or amended only in writing and with the prior written consent of both parties.

14. **Interpretation; Venue.**

(a) Interpretation. The headings used herein are for reference only. The terms of the Agreement are set out in the text under the headings. This Agreement shall be governed by the laws of the State of California.

(b) Venue. This Agreement is made in Napa County, California. The venue for any legal action in state court filed by either party to this Agreement for the purpose of interpreting or enforcing any provision of this Agreement shall be in the Superior Court of California, County of Napa, a unified court. The venue for any legal action in federal court filed by either party to this Agreement for the purpose of interpreting or enforcing any provision of this Agreement lying within the jurisdiction of the federal courts shall be the Northern District of California. The

appropriate venue for arbitration, mediation or similar legal proceedings under this Agreement shall be Napa County, California.

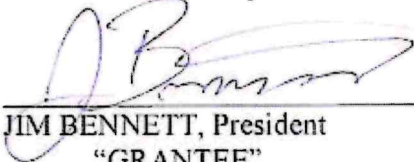
15. **Third Party Beneficiaries.** Nothing contained in this Agreement shall be construed to create any rights in third parties and the parties do not intend to create such rights.

16. **Severability.** If any provision of this Agreement, or any portion thereof, is found by any court of competent jurisdiction to be unenforceable or invalid for any reason, such provision shall be severable and shall not in any way impair the enforceability of any other provision of this Agreement.

17. **Entirety of Contract.** This Agreement constitutes the entire agreement between the parties relating to the subject of this Agreement and supersedes all previous agreements, promises, representations, understandings and negotiations, whether written or oral, among the parties with respect to the subject matter hereof.

IN WITNESS WHEREOF, the duly authorized representatives of the parties to this Agreement have executed it as of the date first above written.

Las Posadas 4-H Club Camp Board

By 

JIM BENNETT, President
"GRANTEE"

NAPA COUNTY, a political subdivision of
the State of California, acting by and through its Purchasing
Agent

By 

NANCY WATT, Napa County Executive/
Purchasing Agent

"GRANTOR"

APPROVED AS TO FORM
Office of County Counsel

By: Chris R.Y. Apallas
County Counsel