


CONTRACT ROUTING SHEET

Date Prepared: March 2, 2011

Need Date: ASAP

PROCESSING DEPARTMENT: Supervisor
Santiago
Department:

CONTRACTOR:
Name: Fallen Leaf Lake Community Services District
Address: P.O. Box 9415
South Lake Tahoe, CA 96158
Phone: 530-542-1343

Dept. Contact: Mike Applegarth
Phone #: 5123
Department: Board District 5
Head Signature: 


CONTRACTING DEPARTMENT: Chief Administrative Office

Service Requested: Contract Review

Contract Term: N/A Fund. Agreement for 2010-11 Contract Value: \$38,690


Compliance with Human Resources requirements? Yes: _____ No: _____
Compliance verified by: N/A

COUNTY COUNSEL: (Must approve all contracts and MOU's)

Approved: Disapproved: _____ Date: 3-7-11 By: 
Approved: _____ Disapproved: _____ Date: _____ By: _____

PLEASE FORWARD TO RISK MANAGEMENT. THANKS!

RISK MANAGEMENT: (All contracts and MOU's except boilerplate grant funding agreements)

Approved: Disapproved: _____ Date: 3/7/11 By: 
Approved: _____ Disapproved: _____ Date: _____ By: _____

OTHER APPROVAL: (Specify department(s) participating or directly affected by this contract).

Departments: _____
Approved: _____ Disapproved: _____ Date: _____ By: _____
Approved: _____ Disapproved: _____ Date: _____ By: _____

**AGREEMENT TO PROVIDE FUNDING FOR FIRE PROTECTION AND
EMERGENCY MEDICAL SERVICES AND RELATED EQUIPMENT**

AGM #416-F111

THIS AGREEMENT 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 the Fallen Leaf Lake Community Services District (hereinafter referred to as "CSD").

RECITALS

WHEREAS, on September 28, 2001 the County entered into an agreement to provide supplemental funding to the Fallen Leaf Lake Fire Department among seven other fire protection districts for fire protection and emergency services; and

WHEREAS, on June 2, 2009 the County adopted Resolution 111-209 which determined that the allocation of these supplemental funds historically provided to Fallen Leaf Lake Fire Department and other fire protection districts, when considered in light of competing demands for County resources, would impair the provision of other important services and the achievement of County objectives, and said Resolution also express the County's intent to work cooperatively with the fire protection districts to explore ways to address their long term financial viability; and

WHEREAS, on February 15, 2011 the Board of Supervisors approved a contract totaling \$593,244 with six western slope fire protection districts to provide funding for emergency medical services and equipment from the ad valorem property tax through County Service Area No. 7; and

WHEREAS, County Service Area No. 7 funds may not be used outside of County Service Area No 7; Fallen Leaf Lake Fire Department is not within County Service Area No. 7 and therefore County Service Area No. 7 funds cannot be used to provide supplemental funds to the Fallen Leaf Lake Fire Department;

NOW, THEREFORE, the County and the CSD mutually agree as follows:


ARTICLE I

Payment of Funds: County will contribute the sum of \$38,690 to the Fallen Leaf Lake Community Services District solely for the purpose of funding fire protection and emergency medical services and related equipment.

ARTICLE II

Source of Funds: The sole source of funds provided under this Agreement shall be from the County General Fund.

ARTICLE III

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Use of Funds: The funds received by the CSD through this Agreement shall be used exclusively for the improvement fire protection and emergency medical services and related equipment.

ARTICLE IV

Term: This Agreement shall become effective when fully executed by both parties ("Effective Date"). This Agreement provides for a one-time payment in Fiscal Year 2010-11. The County, at its sole determination may amend this Agreement to provide another year of funding to the CSD in Fiscal Year 2011-12.

ARTICLE V

Fire Department Compliance with Applicable Law: The Fallen Leaf Lake Fire Department as a service of the Fallen Leaf Lake Community Services District will comply with all Federal, State, and local laws and ordinances which are or may be applicable to the purchase of equipment.

ARTICLE VI

Audit: The CSD will keep and maintain accurate financial accounts of all funds expended as provided under this Agreement. Said records will be kept in accordance with generally accepted accounting practices. Such accounting records shall be made available for inspection by County designees during normal business hours at the CSD office or its financial consultant.

ARTICLE VII

Cancellation: Any party may at any time, by majority vote of its governing board, elect to cancel this Agreement by providing written notice of termination to the other party.

ARTICLE VIII

No Third Party Beneficiary: Nothing in this Agreement shall be construed to create any rights of any kind or nature in any other party not a name party to this Agreement.

ARTICLE IX

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 X

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:

County: Chief Administrative Officer
County of El Dorado
330 Fair Lane
Placerville, CA 95667

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With a copy to: County Counsel
County of El Dorado
330 Fair Lane
Placerville, CA 95667

or to such other location as the County directs.

CSD: Fallen Leaf Lake Community Services District
P.O. Box 9415
South Lake Tahoe, CA 96158

or to such other location as the CSD directs.

ARTICLE XI

Indemnity: The CSD shall defend, indemnify, and hold the County harmless against and from any and all claims, suits, losses, damages, and liability for damages of every name, kind, and description, including attorneys 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 CSD's expenditure of funds pursuant to this Agreement. This duty of the CSD to indemnify and save County harmless includes the duties to defend set forth in California Civil Code section 2778 and survives the expiration of the term of this Agreement.

ARTICLE XII

Administrator: The County Officer or employee with responsibility for administering this Agreement is Terri Daly, Chief Administrative Officer or successor.

ARTICLE XIII

Warrant of Authority: The parties to this Agreement represent that the undersigned individuals executing this Agreement on behalf of the respective parties have been duly authorized to sign this Agreement and perform its terms.

ARTICLE XIV

Entire Agreement: This Agreement contains the entire agreement between the parties and hereto with respect to the subject matter hereof, and no addition to or modification of any term or provisions shall be effective unless set forth in writing by all parties hereto.

ARTICLE XV

Severability: If any phrase, sentence, clause or provision of this Agreement is held invalid, the balance of the Agreement shall not be affected and the Agreement shall be construed to the fullest extent of the law to effectuate the terms of this Agreement.

ARTICLE XVI

California Law: This Agreement shall be governed by and construed in accordance with the

laws of the State of California.

ARTICLE XVII

Waivers: No waiver by any party of any provision hereof shall be deemed a waiver of any other provision hereof or of any subsequent breach by either party of the same or any other provision.

ARTICLE XVIII

Venue: Any dispute resolution action arising out of this Agreement, including, but not limited to, litigation, mediation, or arbitration, shall be brought in El Dorado County, California, and shall be resolved in accordance with the laws of the State of California. The CSD waives any removal rights it might have under Code of Civil Procedure section 394.

ARTICLE XIX

Time is of the Essence: The parties hereto acknowledge and agree that time is of the essence.

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REQUESTING DEPARTMENT CONCURRENCE

By: _____ Dated: _____
Terri Daly
Chief Administrative Officer

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first below written.

-- COUNTY OF EL DORADO --

By: _____ Dated: _____
Raymond J. Nutting, Chair
Board of Supervisors

ATTEST:
Suzanne Allen de Sanchez
Clerk of the Board of Supervisors

By: _____ Dated: _____
Deputy Clerk

-- FALLEN LEAF LAKE COMMUNITY SERVICES DISTRICT --

By: Thomas Proebeth, President Dated: April 17, 2011

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