

**Funding Agreement
Between
County of El Dorado and El Dorado County Fire Safe Council**

Funding Agreement #10311

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 the El Dorado County Fire Safe Council, a non-profit public benefit corporation duly qualified to conduct business in the State of California, whose mailing address is 515 Main Street, Suite 103, Placerville, California 95667, (hereinafter referred to as "Grantee").

RECITALS

WHEREAS, Grantee is a non-profit organization that operates in the County of El Dorado in support of their mission to protect the people of El Dorado County and their property from the effects of catastrophic wildfire through education, cooperation, innovation, and action;

WHEREAS, Grantee has an established defensible space evaluation and clearance program for the west slope of the County which provides free assistance to seniors, low income, disabled, and veteran members of the community;

WHEREAS, Grantee has an established program to provide defensible space assessments by trained local assessors to requesting members of the community;

WHEREAS, County has adopted Chapter 8.09 of the County Codes and Ordinances, titled "Hazardous Vegetation and Defensible Space;" finding and declaring that the uncontrolled growth and/or accumulation of weeds, grasses, hazardous vegetation and combustible materials or obstructions on sidewalks, streets, and on land or lots within the County is dangerous or injurious to neighboring property and the health, safety, and welfare of the residents of the County, and that such growth and accumulation constitute a public nuisance in that it creates fire hazards, reduces the value of private property, promotes blight and deterioration, invites plundering, constitutes an unattractive nuisance and creates a hazard to the health, safety, and general welfare of the public;

WHEREAS, County has received grant funding to reduce the risk of wildfires by providing defensible space around structures on private properties with priority given to those which may have the potential to spread onto Bureau of Land Management (BLM) lands;

WHEREAS, the Board of Supervisors of the County of El Dorado has determined that a public benefit is derived from utilizing Grantee's existing programs to meet the obligations outlined by the approved grant and the needs of the people of El Dorado County;

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 \$200,000, (equivalent to the estimated cost for three [3] months activity), to fund the Defensible Space Assessment and Defensible Space Assistance Programs. Grantee shall provide a quarterly statement, in reasonable detail, of the use of funds to support the replenishment of the advanced funds up to a total contract amount of \$2,113,946.11. Grantee may apply a ten percent (10%) indirect rate on direct charges to reimburse the Grantee for overhead and administrative costs. Grantee shall return any unused funds. Any advanced funds not used for the purpose stated herein, shall be returned to County within sixty (60) days following County's request for repayment. Should approved future grant amendments increase available funding for the purpose stated herein during the life of this agreement, this agreement shall be modified by written notice to be attached.

Eligible Activities:

1. Defensible Space Assessments:

- a. Grantee will train and maintain defensible space assessors, trained to the standards of the CAL FIRE Qualified Entities Program, who will perform assessments upon request for residents of the west slope of the County.
- b. Assessments will include one-on-one education of the homeowner on defensible space requirements in accordance with the County Hazardous Vegetation and Defensible Space Ordinance – Chapter 8.09.

2. Defensible Space Assistance:

- a. To be eligible, households must qualify as senior, veteran, disabled and/or low-income per the annual El Dorado County Low Income threshold.
- b. Eligible applications will be assigned a contracted evaluator who will meet with the property owner to review the site, create a proposed defensible space checklist in order of priority, and obtain homeowner agreement to do the work. Evaluations focus on work associated with the three (3) defensible space zones within zero to hundred feet (0'-100') of structures:
 - i. Roof clean
 - ii. Gutters clean
 - iii. Firewood off or from under deck
 - iv. Branches overhanging roof and chimney or propane/stove oil tank
 - v. Branches of flammable plants near windows
 - vi. Vegetation and flammable items around and under decks
 - vii. Annual grass has a maximum height of four inches (4") in the three (3) zones
 - viii. Weeds, dry grass, leaves, and pine needles in the three (3) zones
 - ix. Dead or dying branches from shrubs and trees in the three (3) zones
 - x. Horizontal spacing between shrubs and trees

- xi. Vertical spacing between shrubs and trees
 - xii. Remove fallen leaves, needles, twigs, bark, cones, and small branches in the three (3) zones
 - xiii. Bare dirt or hardscape under and ten feet (10') around propane/stove oil tank
- c. A defensible space contractor will be assigned to complete the work on the list in order of priority, up to \$1,500 per property.
- d. Before and after photos will document work performed.

This Agreement is solely for the purpose of effecting a grant from County to Grantee. As between County and Grantee, Grantee is solely responsible for the Defensible Space Assessment and Defensible Space Assistance Programs, including the safety of all persons and property. Grantee agrees to comply with the BLM grant requirements for this work. Grantee shall hold harmless and defend County, as provided for herein, for any claim, loss, or damage that arises from or is in any way connected with the program.

ARTICLE II

Term: This Agreement shall become effective when fully executed by the parties hereto and shall expire March 31, 2029. 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: If requested, Grantee shall submit to County a year-end 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

El Dorado County Fire Safe Council Liability: Grantee is, and shall be at all times, deemed independent and shall be wholly responsible for the acts of Grantee employees, associates, and contractors in connection with its projects.

ARTICLE V

Audit by California State Auditor: Grantee 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 Government Code section 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 VI

Political Activity: Pursuant to Government Code sections 54964, 54964.5, and 54964.6, Grantee shall not expend or authorize the expenditure of any funds provided to it pursuant to this Agreement, or use any property owned or funded in whole or in part by County, in support of any political activity including but not limited to support or opposition of a candidate for public office or any ballot measure.

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 in duplicate and addressed as follows:

To County:

With a copy to:

County of El Dorado
Chief Administrative Office
330 Fair Lane
Placerville, California 95667

County of El Dorado
Chief Administrative Office
330 Fair Lane
Placerville, California 95667

Attn.: Emma Owens
Chief Budget Officer

Attn.: Michele Weimer
Procurement and Contracts Manager

or to such other location as County directs.

Notices to Grantee shall be addressed as follows:

El Dorado County Fire Safe Council
515 Main Street Suite 103
Placerville, California 95667

Attn.: Ken Pimlott
Chair

or to such other location as Grantee directs.

ARTICLE IX

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. The duty to indemnify and hold harmless County specifically includes the duties to defend set forth in Civil Code section 2778.

The insurance obligations, if any, of Grantee are separate, independent obligations under the Agreement, and the provisions of this defense and indemnity are not intended to modify nor should they be construed as modifying or in any way limiting the insurance obligations set forth in the Agreement.

Nothing herein shall be construed to seek indemnity in excess of that permitted by Civil Code section 2782, et seq. In the event any portion of this Article is found invalid, the Parties agree that this Article shall survive and be interpreted consistent with the provisions of Civil Code section 2782, et seq.

ARTICLE X

Termination: Either County or Grantee may terminate this Agreement by presentation to the other party hereto of written notice of said termination fifteen (15) days prior to effective date of said termination.

ARTICLE XI

Funding Unavailable: County may pause or terminate this Agreement immediately, without prior notice, at any time upon giving written notice to Grantee that County has been notified the grant/allocation funds from the BLM, or any portion thereof, for the purposes of carrying out this Agreement, are not available to County, including if distribution of such funds are unobligated, reduced, reallocated, withdrawn, suspended, or delayed.

ARTICLE XII

Levine Act: Pursuant to Government Code section 84308 (SB 1439, the Levine Act), Grantee shall complete and sign the attached Exhibit A, marked "California Levine Act Statement," incorporated herein and made by reference a part hereof, regarding campaign contributions by Grantee, if any, to any officer of County.

ARTICLE XIII

Assignment: This Agreement shall be binding upon the successors-in-interest and assigns of Grantee.

ARTICLE XIV

Administrator: The County Officer or employee with responsibility for administering this Agreement is Emma Owens, Chief Budget Officer, Chief Administrative Office, or successor.

ARTICLE XV

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 XVI

Electronic Signatures: Each party agrees that the electronic signatures, whether digital or encrypted, of the parties included in this Agreement, are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic Signature means any electronic visual symbol or signature attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record, including facsimile or email electronic signatures, pursuant to the California Uniform Electronic Transactions Act (Civil Code sections 1633.1 to 1633.17) as amended from time to time.

ARTICLE XVII

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 XVIII

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: _____

Dated: _____

Sue Phillips
Chief Administrative Officer
"County"

--EL DORADO COUNTY FIRE SAFE COUNCIL--

By: Ken Pimlott

Dated: 6/10/2026

Ken Pimlott
Chair
"Grantee"

By: Dorothy A. Fine

Dated: 6-10-2026

Dorothy Fine
Vice Chair

**El Dorado County Fire Safe Council
Exhibit A**

California Levine Act Statement

California Levine Act Statement

California Government Code section 84308, commonly referred to as the "Levine Act," prohibits any officer of El Dorado County from participating in any action related to a contract if he or she accepts, solicits, or directs any political contributions totaling more than five hundred dollars (\$500) within the previous twelve (12) months, and for twelve (12) months following the date a final decision concerning the contract has been made, from the person or company awarded the contract. The Levine Act also requires disclosure of such contribution by a party to be awarded a specific contract. An officer of El Dorado County includes the Board of Supervisors, any elected official, and the chief administrative officer (collectively "Officer"). It is the Contractor's responsibility to confirm the appropriate "Officer" and name the individual(s) in their disclosure.

Have you or your company made any political contribution(s), or been solicited to make a contribution by an Officer or had an Officer direct you to make a contribution of more than \$500 to an Officer of the County of El Dorado in the twelve months preceding the date of the submission of your proposals or the anticipated date of any Officer action related to this contract?

_____ YES _____ NO
If yes, please identify the person(s) by name:

Do you or your company anticipate or plan to make any political contribution(s) of more than \$500 to an Officer of the County of El Dorado in the twelve months following any Officer action related to this contract?

_____ YES _____ NO
If yes, please identify the person(s) by name:

Answering YES to either of the two questions above does not preclude the County of El Dorado from awarding a contract to your firm or any taking any subsequent action related to the contract. It does, however, preclude the identified Officer(s) from participating in any actions related to this contract.

6/10/2026
Date

Ken Pimlott
Signature of authorized individual

El Dorado County Fire Safe Council
Type or write name of company

Ken Pimlott
Type or write name of authorized individual