

**Memorandum of Agreement (MOA)
Between
Tahoe Regional Planning Agency (TRPA)
And
El Dorado County, California (EDC)
For
Angora Fire Recovery Effort Emergency Funding Request Funding
Agreement**

I. Authority and Purpose

Pursuant to the California Governor's Proclamation of a State of Emergency dated June 25, 2007 (Exhibit A), and as provided in the Governor's Office Action Request for the Angora Fire Interagency Emergency Response Budget Change Proposal dated August 22, 2007 (Exhibit B), TRPA and EDC enter into this MOA to encumber funds due to EDC and to establish the responsibilities of both parties for expenditures and reimbursements incurred under the Angora Fire Interagency Emergency Response Budget Change Proposal.

Background

Commencing on June 24, 2007, the Angora wildfire burned approximately 3,100 acres and destroyed or damaged over 255 structures in El Dorado County California. On June 25, 2007, John Garamendi, the Acting Governor of California issued a Proclamation of a State of Emergency for the area of El Dorado County affected by the Angora Fire. On August 22, 2007, Mike Chrisman, California Secretary for Resources, submitted the Governor's Office Action Request for the Angora Fire Interagency Emergency Response Budget Change Proposal to Dan Dunmoyer, Cabinet Secretary for the Governor of California.

The budget change proposal requested \$614,000 in funding for a joint planning and permitting effort between TRPA and EDC. If approved by the Governor, the \$614,000 for the joint planning and permitting effort will be paid to TRPA. TRPA will assume fiduciary responsibility for administering the funds and will reimburse EDC for actual expenses under this MOA.

Conditions

- 1. Maximum Liability:** The maximum amount to be paid to El Dorado County by TRPA under this MOA is \$424,000.
- 2. Scope of Services:** The County shall provide planning, building plan check, and building inspection services for Angora Fire properties consistent with all standards of the TRPA code in addition to all other State and County regulations. These services shall include but not be limited to clerical, records and data research, application review and permit writing to assist homeowners and business owners, review of final plans submitted to meet the conditions of the permits, pre-grade inspections as requested, building inspections and related activities.

Nothing in this MOA shall be construed to limit the authority of County to administer state or local regulations or to impose reasonable conditions of

approval on any application. Further, nothing in this MOA shall be deemed to limit the land use regulatory powers of either the County or TRPA.

3. Limit of Liability: TRPA has no obligation to reimburse El Dorado County for expenses under this MOA unless and until TRPA has received funding for the Recovery Effort from the State of California.

4. Invoicing: El Dorado County shall invoice TRPA quarterly for reimbursement of actual expenses incurred under this MOA. Invoices shall be supported documentation sufficient to verify the claim. At a minimum, each invoice shall include timecard and payroll records for all El Dorado County employee claims and invoices with time and work description detail for all El Dorado County contractor claims. For timecard and payroll records (1) TRPA keep the records confidential, (2) that the records be used only for the purpose of verifying claims submitted by the county or to substantiate the validity of any payments under the MOA or State program (3) that except as provided in 2, the records only be disclosed pursuant to court order or as required by law.

5. Restricted Funds: All funds under this MOA must be used to provide additional services to property owners whose properties were damaged by the Angora Fire. El Dorado County will only be reimbursed for expenses incurred within the scope of the Angora Fire Interagency Emergency Response Budget Change Proposal. For El Dorado County employee and contractor claims, reimbursement is limited to wage and benefit expenses only. For El Dorado County employees, administrative time (e.g., vacation, sick, holiday) is reimbursable on a pro rata basis in accordance with the employee's hours worked on activities within the scope of this MOA.

6. EDC Employees: Reimbursement is subject to El Dorado County's full compliance with all applicable State of California and federal labor and employment laws with respect to employees and activities under this MOA.

7. EDC Contractors: Reimbursement is subject to El Dorado County's full compliance with all applicable El Dorado County purchasing and contracting policies and procedures and with all applicable State of California and Federal laws and regulations with respect to contracts and activities under this MOA.

8. Indemnity: To the fullest extent of the law, TRPA 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 TRPA's activities or performance hereunder, regardless of the existence or degree of fault or negligence on the part of the County, except for the sole or active negligence of the County, its officers and employees, or as expressly provided by statute. This duty of TRPA to indemnify and save County harmless includes the duties to defend set forth in California Civil Code Section 2778.

To the fullest extent of the law, the County shall defend, indemnify, and hold TRPA 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, excluding TRPA employees acting pursuant to this Agreement, 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 County's activities or performance hereunder, regardless of the existence or degree of fault or negligence on the part of TRPA, except for the sole or active negligence of TRPA, its officers and employees, or as expressly provided by statute. This duty of the County to indemnify and save TRPA harmless includes the duties to defend set forth in California Civil Code Section 2778.

II. Agreement to Amend

If the final terms and conditions of the State of California's funding authorization under the Governor's Office Action Request for the Angora Fire Interagency Emergency Response Budget Change Proposal differ or are inconsistent in any way from this MOA, the undersigned parties agree to amend the MOA to reflect the terms and conditions of the State of California final funding authorization.

III. Certifications / Coordination

The parties to this MOA may propose amendments to this agreement. An amendment will be prepared by the originator and, if agreed upon, approved by the original signatories or their designees or successors. Termination of this MOA can only be accomplished with the written consent of all parties to the agreement. The period for performance for this agreement is October 23, 2007 to December 31, 2009.

Attachments:

- Exhibit A: Governor's Proclamation of a State of Emergency
- Exhibit B: Governor's Office Action Request for the Angora Fire Interagency Emergency Response Budget Change Proposal
- Exhibit C: Angora Fire Interagency Emergency Response Budget Change Proposal
- Exhibit D: Angora Fire Recovery Effort Emergency Funding Request

TRPA

BY: _____ Date: _____
JOHN SINGLAUB
EXECUTIVE DIRECTOR

El Dorado County

BY: _____ Date: _____

Name and Title (print): _____