

CONTRACT ROUTING SHEET

Date Prepared: 05/22/2008

Need Date: ASAP

PROCESSING DEPARTMENT:

Department: CAO
Dept. Contact: Vickie Sanders
Phone #: 7538
Department Head Signature: Laura A. Hill

CONTRACTOR:

Name: Cameron Park Fire Safe
Address: 3200 Country Club Drive
Cameron Park, CA 95682
Phone: 530-672-7358

CONTRACTING DEPARTMENT: CAO

Service Requested: Education on Wildfire Prevention

Contract Term: 4/1/2008-6/30/2009 Contract/Amendment Value: \$23,100.00

Compliance with Human Resources requirements? Yes:

Compliance verified by: _____

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

Approved: Disapproved: Date: 5-28-08 By: [Signature]
Approved: Disapproved: Date: _____ By: _____

ASSIGNMENT

DATE: 05/23/2008
ATTORNEY: EO
DEPT./INDEX NO.: 021000
BY: AHD

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

Approved: Disapproved: Date: 5/29/08 By: [Signature]
Approved: Disapproved: Date: _____ By: _____

RECEIVED
HUMAN RESOURCES DEPT
08 MAY 29 AM 10:45

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

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

Hand Delivered
COLORADO COUNTY DEPT
08 MAY 22 PM 1:55
NSFL

4/1/08

ORIGINAL

FUNDING AGREEMENT FOR
TITLE III COMMUNITY PROJECTS
#1013-O0810

This Agreement known as FUNDING AGREEMENT FOR TITLE III COMMUNITY PROJECTS, 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 Cameron Park Community Services District, a community based organization; (hereinafter referred to as "Recipient");

RECITALS

WHEREAS, County and Recipient have each recognized a compelling need to mitigate the effects of a catastrophic wildfire within communities of Cameron Park in El Dorado County, and to that end, Recipient has agreed to cooperate with County to form a partnership to undertake education, planning, and mitigation activities designed to increase the protection of people and property from wildfires.

WHEREAS, County is a participating county under Public Law 106-393, the Secure Rural Schools and Community Self-Determination Act of 2000 (HR 2389), and pursuant to County Resolution No. 244-2003 has elected to set aside funds received under the program for special projects specifically authorized under Title III of HR 2389 (hereinafter referred to as "Federal Forest Reserve Funds").

WHEREAS, Recipient has applied for, and County has approved, funding to undertake one or more projects which are designed to meet the criteria for Title III County Projects for Fire Education and Planning as adopted by El Dorado County pursuant to the requirements and conditions for use of Federal Forest Reserve Funds.

NOW, THEREFORE, County, and Recipient mutually agree as follows:

ARTICLE I

Designation of Project and Use of Funds: County will contribute the sum of \$23,100 of Title III Federal Forest Reserve Funds to Recipient for use solely to undertake and complete designated County Projects as approved by County. Such projects shall be identified on Exhibit "A", which is affixed to and by this reference made a part of this Agreement. In no event shall County be financially obligated for amounts greater than the total amount specified on Exhibit "A" and this Article. Reimbursement for travel shall be in accordance with Exhibit "C", marked "Board of Supervisors Policy D-1", incorporated herein and made by reference a part hereof.

ARTICLE II

Payment of Funds:

1. Commencing on the 10th day of the next full month immediately following execution of this Agreement, and each 10th of the month thereafter, Recipient shall submit to County a statement of expenditures against the project(s), noting the actual costs incurred and the percentage completion of the Project. Such statement shall be accompanied by detailed records of expenditures, including but not limited to receipts, invoices, purchase orders, or other documentation as appropriate, and shall be substantially in form as displayed in Exhibit "B" to this Agreement, and shall be signed under penalty of perjury by an authorized official of Recipient.
2. Each project budget is an estimate, and Recipient has discretion to move funds between line items within each project budget.

ARTICLE III

Term: This Agreement shall become effective when fully executed by both parties hereto and shall cover the period of April 1, 2008 through June 30, 2009, or when all funds are expended by County, whichever comes first.

ARTICLE IV

Audit: Recipient will keep and maintain an accurate financial account, in accordance with generally accepted accounting principals, and meeting the requirements of the Federal Forest Reserve Fund program, of all funds expended for each project. Recipient shall maintain 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 matching costs and expenses, all of which will be deemed to constitute "records" for purposes of this section. Such accounting records shall be available for inspection by the County's designee, during normal business hours at the offices of Recipient, or offices of its financial consultant.

Recipient shall preserve and make available its records for a period of five (5) years from the date of final payment under this Agreement, and for such longer period, if any, as is required by applicable statute, by any other provision of this Agreement, or by either of the following:

1. If this Agreement is terminated or partially terminated, all of the records relating to work

terminated shall:

- (a) be preserved and made available for a period of five (5) years from the date of any resulting final settlement; or
 - (b) at the sole option of the County, immediately become the property of the County and shall be delivered by Recipient to County.
2. If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the five (5) year period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular five (5) year period, whichever is later.

ARTICLE V

Compliance With Applicable Law: Recipient will comply with all Federal, State, and local laws and ordinances which are applicable to the Project, including but not limited to: prevailing wage and competitive bidding requirements, license requirements, equal opportunity and non-discrimination laws, building codes, and CEQA, NEPA, land use, planning, and zoning regulations.

ARTICLE VI

Independent Liability: Recipient is, and shall be at all times, deemed independent and shall be wholly responsible for the acts of Recipient's employees, associates, and contractors in connection with respect to the Project(s) covered by this Agreement.

ARTICLE VII

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

ARTICLE VIII

Termination: County may terminate this Agreement in whole or in part upon seven (7) calendar days written notice by County without cause. In the event of early termination of the Agreement, access by Recipient to any and all funds not previously disbursed shall cease effective upon the termination date.

ARTICLE IX

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 addressed as follows:

COUNTY OF EL DORADO
330 FAIR LANE
PLACERVILLE, CA 95667
ATTN: CHIEF ADMINISTRATIVE OFFICER

Or to such other location as County directs.

Notices to Recipient shall be addressed as follows:

CAMERON PARK COMMUNITY SERVICES DISTRICT
CAMERON PARK FIRE SAFE BUREAU
3200 COUNTRY CLUB DRIVE
CAMERON PARK, CA 95682
ATTN: TAMMY MEFFORD, GENERAL MANAGER and
LORI TUTHILL, CONTRACT ADMINISTRATOR

Or to such other location as Recipient directs.

ARTICLE X

Indemnity: Recipient 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 each Project covered by this Agreement. This duty of Recipient 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 XI

Insurance: Recipient shall provide proof of a policy of insurance or self insured program satisfactory to the El Dorado County Risk Manager and documentation evidencing that Recipient maintains insurance or self-insurance that meets the following requirements:

- A. Full Workers' Compensation and Employers' Liability Insurance covering all employees of Recipient as required by law in the State of California.
- B. Commercial General Liability Insurance of not less than One Million Dollars (\$1,000,000) combined single limit per occurrence for bodily injury and property damage.
- C. Automobile liability insurance of not less than the minimum required by the State of California in the event motor vehicles are used by Recipient in performance of the Agreement.
- D. Recipient shall furnish a certificate of insurance satisfactory to the El Dorado County Risk Manager as evidence that the insurance required above is being maintained.

1. County, its officers, officials, employees and volunteers shall be included as additional insured, but only insofar as the operations under this agreement are concerned. This provision shall apply to the general liability policy.
2. Recipient shall ensure that its subcontractors maintain a policy(s) of insurance that meets above insurance requirements, including El Dorado County as additional insured.
3. The insurance shall be issued by an insurance company acceptable to the Risk Management Division of County, or be provided through partial or total self-insurance likewise acceptable to the Risk Management Division of County. Recipient agrees that the insurance required above shall be in effect at all times during the term of this Agreement.

ARTICLE XII

Change 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 XIII

Administrator: The County Officer or employee with responsibility for administering this Agreement is Laura S. Gill, Chief Administrative Officer, or successor.

ARTICLE XIV

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 XV

Partial Invalidity: If any provision of the Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will continue in full force and effect without being impaired or invalidated in any way.

ARTICLE XVI

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. Recipient waives any removal rights it might have under Code of Civil Procedure Section 394.

ARTICLE XVII

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

ARTICLE XVIII

Taxpayer Identification: Recipient's tax identification number is 94-1682291.

ARTICLE XIX

The Buy American Act: This Act encourages recipients of federal grant funds to purchase American-made equipment and products. In the case of any equipment or product that may be authorized to be purchased with financial assistance provided using funds made available in this act, it is the sense of Congress that entities receiving the assistance should in expending the assistance, purchase only American-made equipment and products.

ARTICLE XX

Nondiscrimination: Recipient shall not unlawfully discriminate on the basis of race, sex, religious beliefs, creed, national origin, marital status, sexual orientation, or disability for any service related to this specific grant or any other service funded by or provided by Recipient.

ARTICLE XXI

Drug-free Workplace: Recipient agrees to start or will continue to provide a drug-free workplace by publishing a statement notifying employees about the unlawful manufacture, distribution, dispensing, possession, or use of controlled substances is prohibited in the grantee's workplace and specifying actions that will be taken against employees for violation of such prohibition; establishing an on-going drug-free awareness program to inform employees; and notifying the employee that as a condition of employment under the grant the employee will abide by the terms of the drug-free workplace.

ARTICLE XXII

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 understanding

REQUESTING DEPARTMENT CONCURRENCE:

By: Laura S. Gill Dated: 6/9/08
Laura S. Gill
Chief Administrative Officer


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IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates indicated below, the latest of which shall be deemed to be the effective date of this Agreement.


--- COUNTY OF EL DORADO ---

Dated: 4/1/08 *Bd date*
By: 
RUSTY DUPRAY Chair
Board of Supervisors
"County"

ATTEST:
Cindy Keck
Clerk of the Board of Supervisors

By:  Dated: 4/1/08
Deputy Clerk

--- RECIPIENT ---

Dated: June 3, 2008
By: 
Tammy Mefford, General Manager
Cameron Park Community Services District
"Recipient"

"Exhibit A"

CAMERON PARK COMMUNITY SERVICES DISTRICT				
2008/2009 FISCAL YEAR BUDGET				
DEPARTMENTAL BUDGETS		Date:		
800116 - DEPARTMENT - TITLE III			Budget	Actual
SALARIES AND EMPLOYEE BENEFITS				Balance
3001	Salaries - Regular		15,000	15,000
3021	Payroll Tax - SDI @ .0765		1,200	1,200
3022	Payroll Tax - FICA/Medicare (.0145)		200	200
Total Salaries and Benefits			16,400	16,400
DEPARTMENT - Fire Prevention			Budget	Actual
SERVICES AND SUPPLIES				Balance
4260	Office Supplies		900	900
4261	Postage		300	300
4263	Subscriptions/Newspaper/Journal		600	600
4266	Printing/Duplicating services		1,000	1,000
4334	Fire Prevention & Inspection		800	800
4501	Special Projects		2,100	2,100
	Crew Maintenance & Supplies - Garden & Demo lots	2,000		
4502	Educational Materials		1,000	1,000
Total Salaries and Benefits			16,400	0 16,400
Total Services and Supplies			6,700	0 6,700
Total Fixed Assets			0	0
TOTAL EXPENSES			23,100	0 23,100

Issue Date (MM/DD/YYYY)
07/02/2007

CERTIFICATE OF COVERAGE



This is to certify that coverages listed below have been issued to the member named below for the period indicated. Notwithstanding any requirement, term, or condition of any contract or other document with respect to which this certificate may be issued or may pertain; the coverage described herein is subject to all the terms, exclusions, and conditions of the specific coverage document; limits shown may have been reduced by

This certificate of insurance or binder evidences the limits of liability in effect at the inception of the policies shown. This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policies listed below.

Participating Member: Cameron Park Community Services District 3200 Country Club Drive Cameron Park, CA 95682-8631	Member Number: PLP-6813	Company Affording Coverage: Special District Risk Management Authority 1112 I Street, Suite 300 Sacramento, California 95814 Toll-Free 800.537.7790 www.sdrma.org
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Type of Coverage	Policy Number	Effective Date	Expiration Date	Limits	
General Liability Personal Injury Liability - Auto Personal Injury Liability - General	LCA-SDRMA-200708	07/01/2007	07/01/2008	Per Accident	\$2,500,000
				Per Occurrence	\$2,500,000

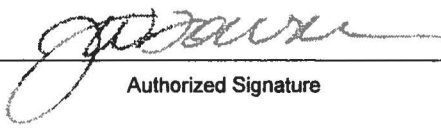
Description: All listed coverage is in effect only for the time period specified.
The County of El Dorado, its officers, officials, employees and volunteers are hereby named additionally covered members, but only insofar as the operations under the Weed Abatement Program Agreement and the Promotional Grant are concerned. This provision shall apply to all liability policies except workers' compensation and professional liability insurance policies.

Cancellation: Should any of the above-described policies be cancelled before the expiration dates thereof, the issuing company will endeavor to mail 30 days written notice to the above-named certificate holder, but failure to mail such notice shall impose no obligation or liability of any kind upon the company.

Certificate Dates:	Effective Date 07/01/2007	Expiration Date 07/01/2008	Certificate Type:	<input checked="" type="checkbox"/> Additional Insured <input type="checkbox"/> Evidence of Coverage	<input type="checkbox"/> Loss Payee
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CERTIFICATE HOLDER

County of El Dorado
360 Fair Lane
Placerville, CA 95667


Authorized Signature

MEMORANDUM OF COVERAGE WORKERS' COMPENSATION PROGRAM

MEMORANDUM NUMBER NCS DIA WC 0506

DECLARATIONS

LIMITS OF LIABILITY:

*Northern California Special Districts Insurance
Authority's Self Insurance Retention:*

Item 1- \$250,000.00 per occurrence, including defense costs.

EXCESS INSURANCE LIMITS:

*CPEIA - MEMORANDUM
#CPEIA 05 EWC - 01*

Item 2A - \$149,500,000.00
Workers' Compensation

Item 2B - \$10,000,000.00
Employers Liability

Item 2C - \$149,500,000.00

Workers' Compensation and
Employers Liability Combined

SPECIAL NOTE:

THE ABOVE MENTIONED PRIMARY COVERAGE IS SUBJECT TO ALL LIMITATIONS, EXCLUSIONS, AND COVERAGES AS THE EXCESS COVERAGE MEMORANDUM IN EFFECT DURING THE MEMORANDUM PERIOD. A COPY OF THE ABOVE-MENTIONED MEMORANDUM IS AVAILABLE AT THE NORTHERN CALIFORNIA SPECIAL DISTRICTS INSURANCE AUTHORITY OFFICE FOR REVIEW. A COMPLETE COPY OF SAID MEMORANDUM IS AVAILABLE UPON WRITTEN REQUEST. SELECTION AND RETENTION OF LEGAL DEFENSE COUNSEL FOR THE MEMBER AGENCY AND ALL COVERED PARTIES IS CONTROLLED BY THE NORTHERN CALIFORNIA SPECIAL DISTRICTS INSURANCE AUTHORITY. THERE ARE NO EXCEPTIONS TO THIS POLICY.



Signed by: _____
Authorized Representatives

Date: July 1, 2005

CERTIFICATE OF COVERAGE WORKERS' COMPENSATION PROGRAM

MEMORANDUM NUMBER NCS DIA WC 05016

DECLARATIONS

LIMITS OF COVERAGE:
*Workers' Compensation and
Employers' Liability Combined*

\$250,000 Per Occurrence, including defense costs.

FUTURE ASSESSMENTS:

It is understood and agreed that if aggregate losses under the Northern California Special Districts Insurance Authority Workers' Compensation Program for the Memorandum Period exceed total contributions collected, the Authority may assess additional contributions in accordance with the provisions of the "Joint Exercise of Powers Agreement".

SUPPLEMENTAL INFORMATION:

A complete copy of the NCS DIA Memorandum of Coverage, identified in more detail below, will be provided upon written request.

In consideration of the payment of the Member Agency's Annual Premium Charge in reliance upon the statements in the Declarations made a part hereof, and subject to all of the terms of this Certificate of Coverage and of the applicable Joint Exercise of Powers Agreement, the Northern California Special Districts Insurance Authority (hereinafter "Authority") agrees with the Member Agency as follows:

The coverage afforded by this Certificate of Coverage is identical to, and follows the form of, the Excess Workers' Compensation Memorandum of Coverage issued by the California Public Entity Insurance Authority (CPEIA) Excess Insurance Authority, Memorandum Number CPEIA 05 EWC-01 except as to provisions that conflict with this Certificate, in which case, the provisions of this Certificate control.

COVERAGE AGREEMENT

The provisions set forth under the EIA Memorandum, Insuring Agreement II, "Retention and Indemnity" are deleted and replaced by the following.

Notwithstanding the application of this Certificate to "loss" sustained by the "Covered Party" under Subsections A, B and C of Agreement I of the CPEIA Memorandum #CPEIA 05 EWC-01, and regardless of the number of entities named Member Agencies hereunder, the maximum limit of the Authority's coverage, including defense costs, hereunder shall not exceed the amount specified in the above-stated Limits of Coverage.

DEFENSE AGREEMENT

(1) Under this Certificate, the Authority will have the right and duty to defend at the Authority's expense any claim, proceeding or suit against a **Covered Party** for benefits payable under Coverage 1.A. and 1.B., Workers' Compensation. The Authority has the right to investigate and settle such claims, proceedings or suits. However, the Authority has no duty to defend a claim, proceeding or suit that is not covered by this insurance or after the applicable Limit of Coverage is exhausted by the payment of defense costs, awards, judgments or settlements, or any combination thereof, hereunder.

(2) Under this Certificate, the Authority will have the right and duty to defend at the Authority's expense any claim, proceeding or suit against a **Covered Party** for damages payable under Coverage 1.C., Employers' Liability. The Authority has the right to investigate and settle such claims, proceedings or suits. However, the Authority has no duty to defend a claim, proceeding or suit that is not covered by this insurance or after the applicable Limit of Coverage is exhausted by the payment of defense costs, awards, judgments or settlements, or any combination thereof hereunder.

The Authority's right to defend claim, proceeding or suit includes the right to select defense counsel for the **Covered Party** and to control the conduct of the defense of such claim, proceeding or suit.

The Authority's defense obligation will include the payment of defense costs, including attorneys fees and all other litigation expenses, including the cost of bonds to appeal a judgment or award in any suit the Authority defends, costs taxed against the **Covered Party** in such suit and post-judgment interest that accrues before the Authority has paid, offered to pay or deposited in court the amount available for the judgment under the available Coverage Limit. Such defense costs do not include salaries of the **Covered Party's** employees or expenses incurred by the **Covered Party** in the investigation, adjustment or litigation of any claim, proceeding or suit.

DEFINITIONS

This Certificate incorporates each and every Definition contained in the EIA Memorandum.

EXCLUSIONS

This Certificate incorporates each and every Exclusion contained in the EIA Memorandum.

CONDITIONS

As respects the coverage afforded by this Certificate, the Conditions relating to "V. Administration and Reporting of Claims" contained in the EIA Memorandum are deleted in their entirety and replaced by the following provisions:

1. Administration and Reporting of Claims

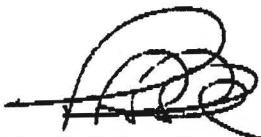
- a. The Covered Party must notify the authority as soon as practicable of any occurrence that may result in a claim.
- b. If a claim is made or a suit is brought, against any Covered Party the Covered Party must notify the Authority immediately and send the Authority any claims, demands, notices, summonses or legal papers received in connection with the claim or suit.
- c. The Covered Party must assist the Authority, upon its request, in the enforcement of any right against any person or organization that may be liable to the Covered Party because of injury or damage to which this coverage may also apply.
- d. No Covered Party, except at its own cost, may make any payment, assume any obligation, or incur any expense, other than for first aid, without the consent of the Authority.

2. Legal Action Against Authority

No person or organization has a right under this Certificate:

- a. To join the Authority as a party or otherwise bring the Authority into a suit asking for damages from a Covered Party; or
- b. To sue the Authority on this Certificate unless all of its terms have been fully complied with.

A person or organization may sue the Authority to recover on an agreed settlement or on a final judgment against a Covered Party obtained after an actual trial; but the Authority will not be liable for damages that are not payable under the terms of this Certificate or that are in excess of the applicable Limit of Coverage. An agreed settlement means a settlement and release of liability signed by the Authority, the Covered party and the claimant or the claimant's legal representative.

Countersigned by:  Date: July 1, 2006
 Authorized Representative