

CONTRACT ROUTING SHEET

Contract #: AGM # 228-F1111

Date Prepared: September 24, 2010

Need Date: October 25, 2010

PROCESSING DEPARTMENT:

Department: Chief Administrative Office

Dept. Contact: Mike Applegarth

Phone #: 5123

Department Head Signature: *[Signature]*

CONTRACTOR:

Name: El Dorado County Fire Safe Council

Address: P.O. Box 1237

Pollock Pines, CA 95726

Phone: (530) 647-1098

CONTRACTING DEPARTMENT: Chief Administrative Office

Service Requested: Allocation of Title III fire prevention and planning funds

Contract Term: 11/10/10 through 6/30/2012 Contract Value: \$80,000.00

Compliance with Human Resources requirements? Yes: No:

Compliance verified by: N/A (Funding Agreement)

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

Approved: Disapproved: Date: 9-27-10 By: *[Signature]*

Approved: Disapproved: Date: _____ By: _____

EL DORADO COUNTY COUNSEL
24 SEP 27 AM 2:35

PLEASE FORWARD TO RISK MANAGEMENT. THANKS!

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

Approved: Disapproved: Date: 9/29/10 By: *[Signature]*

Approved: Disapproved: Date: _____ By: _____

Insurance expires today & No WC Certificate.

New insurance certificate requested. EOCFSC does not have employees.

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

Departments: _____

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

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

**FUNDING AGREEMENT WITH THE
EL DORADO COUNTY FIRE SAFE COUNCIL**

AGM #228-F1111

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 El Dorado Fire Safe Council, organized under the California Nonprofit Public Benefit Laws for charitable purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code, whose principal place of business is 2860 Mt. Danaher Road, Camino, CA 95709;

RECITALS

WHEREAS, The mission of the El Dorado County Fire Safe Council is "to protect the people of El Dorado County and their property from the effects of catastrophic wildfire through education, cooperation, innovation, and action; and

WHEREAS, El Dorado County Fire Safe Council activities promote awareness about the risks of living within a Wildland Urban Interface (WUI) and provide education on what people in homes, businesses and subdivisions can do to protect their property from wildfire through the creation of defensible space and other strategies; and

WHEREAS, El Dorado County Fire Safe Council includes representation from communities throughout the western slope of the county, and access to forestry and fire prevention experts; and

WHEREAS, County has determined that it is in the best interest of the public and the residents of El Dorado County to assist El Dorado County Fire Safe Council activities by contributing a portion of its fiscal year 2010-11 allocation authorized through Title III of the Secure Rural Schools and Community Self Determination Act (Public Law 110-343) to assist the El Dorado County Fire Safe Council in fulfilling its mission;

NOW, THEREFORE, County and the El Dorado County Fire Safe Council mutually agree as follows:

ARTICLE I

Payment of Funds: County will contribute the sum of \$80,000 to the El Dorado County Fire Safe Council solely for the purpose of funding fire prevention and planning projects as described in Title III of Public Law 110-343.

ARTICLE II

Use of Funds: El Dorado County Fire Safe Council will use the funds solely for the purpose of funding fire prevention and planning projects as described in Title III of Public Law 110-343.

Authorized use of funds received through this contract are:

- 1) to carry out activities under the Firewise Communities program to provide to homeowners in fire-sensitive ecosystems education on, and assistance with implementing, techniques in home siting, home construction, and home landscaping that can increase the protection of people and property from wildfires;
- 2) to develop community wildfire protection plans in coordination with the appropriate Secretary concerned.

Before awarding any portion of the county's Title III funds to any sub-recipient or engaging in a transaction for any amount involving these funds, El Dorado County Fire Safe Council will check for suspension and debarment of sub-recipients through the Excluded Parties List System available online at: <http://www.epls.gov>. El Dorado County Fire Safe Council may not award or engage in any transaction involving county Title III funds with suspended or debarred parties.

Commencing on the 10th day of the first full month immediately following the day funds are paid by County to the El Dorado County Fire Safe Council and each 10th day of the month thereafter until all funds are utilized, the El Dorado County Fire Safe Council shall submit to County its statement noting the funds used to date and detailing how and what fire prevention and planning projects were funded. Such statement shall be substantially in form of Attachment A to this Agreement and signed under penalty of perjury by an authorized officer of the El Dorado County Fire Safe Council.

ARTICLE III

Term: This Agreement shall become effective when fully executed by both parties, and following the expiration of the 45-day public comment period as required by Title III Section 302(b) which commenced on September 25, 2010 and ends on November 9, 2010, and shall expire on June 30, 2012.

ARTICLE IV

Audit: For a period of three (3) years after the termination of this Agreement, the El Dorado County Fire Safe Council will keep and maintain an accurate financial account, in accordance with generally accepted accounting principals, of all funds expended by the El Dorado County Fire Safe Council for fire prevention and planning projects. Such accounting records shall be available for inspection by the County's designee, during normal business hours at the offices of the El Dorado County Fire Safe Council, or offices of its financial consultant.

ARTICLE V

Compliance with Applicable Law: El Dorado County Fire Safe Council will comply with all Federal, State, and local laws and ordinances which are applicable to its programs and projects, including but not limited to non-discrimination provisions.

ARTICLE VI

El Dorado County Fire Safe Council Liability: El Dorado County Fire Safe Council is, and shall be at all times, deemed independent and shall be wholly responsible for the acts of El

Dorado County Fire Safe Council employees, associates, and contractors in connection with its projects.

ARTICLE VII

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 named party to this Agreement.

ARTICLE VIII

Termination: County may terminate this Agreement in the event El Dorado County Fire Safe Council ceases to operate or otherwise becomes unable to substantially perform any terms or conditions of the Agreement. In the event of early termination of the Agreement, unexpended funds previously received from County shall be returned to County within thirty (30) days of termination.

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 in duplicate and addressed as follows:

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

or to such other location as the County directs.

Notices to El Dorado County Fire Safe Council shall be addressed as follows:

El Dorado County Fire Safe Council
P. O. Box 1237
Pollock Pines, CA 95726
ATTN: Executive Coordinator

or to such other location as El Dorado County Fire Safe Council directs.

ARTICLE X

Indemnity: El Dorado County Fire Safe Council 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 El Dorado County Fire Safe Council. This duty of El Dorado County Fire Safe Council 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: El Dorado County Fire Safe Council shall provide proof of a policy of insurance or self-insured program satisfactory to the El Dorado County Risk Manager and documentation evidencing that El Dorado County Fire Safe Council maintains insurance or self-insurance for Workers Compensation, if applicable, Commercial General Liability Insurance and Automobile Insurance. El Dorado County Fire Safe Council 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 Gayle Erbe-Hamlin, 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 this 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. El Dorado County Fire Safe Council waives any removal rights it might have under Code of Civil Procedure section 394.

ARTICLE XVII

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.


ARTICLE XVIII

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

ARTICLE XIX

Taxpayer Identification: El Dorado County Fire Safe Council's tax identification number is #04-3631411.

-- COUNTY OF EL DORADO --

By: 
Gayle Erbe-Hamlin
Chief Administrative Officer

Dated: 11/1/10

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-- EL DORADO COUNTY FIRE SAFE COUNCIL --

Dated: 11/2/2010

By: 
Ken Hasse, Chairperson
El Dorado County Fire Safe Council

ATTACHMENT A

Dated: _____

Gayle Erbe-Hamlin
Chief Administrative Officer
County of El Dorado
330 Fair Lane
Placerville, California 95667

Re: EL DORADO COUNTY FIRE SAFE COUNCIL

Dear Ms. Erbe-Hamlin:

This letter will certify that as of the above date the El Dorado County Fire Safe Council has used _____ of the Title III funds granted by the County. The funds were utilized to support the following programs, and to pay for the following costs:

Cost incurred	Name of Program/Project	Details
\$ _____	_____	_____

I declare under penalty of perjury under the laws of the State of California that the foregoing certification is true and correct. Executed the date written above in El Dorado County, State of California

By: _____

(Print Name & Title)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/13/2010

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Alliant Insurance Services, Inc. 1301 Dove St., Suite 200 Newport Beach, CA 92660 949-756-0271 • Fax 949-756-2713 • License No. 0C36861	CONTACT NAME:		
	PHONE:	PHONE A/C. NO.:	
	E-MAIL ADDRESS:		
	PRODUCER CUSTOMER ID #		
	INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED: SPECIAL LIABILITY INSURANCE PROGRAM (SLIP) MEMBER: EL DORADO COUNTY FIRE SAFE COUNCIL P.O. BOX 1237 POLLOCK PINES, CA 95726	INSURER A:	ALLIED WORLD NATIONAL ASSURANCE CO.	10690
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		
	INSURER F:		

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY 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 INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YY)	POLICY EXP (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS MADE <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> GL DED: \$1,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	X		0305-9514	09/29/10	09/29/11	EACH OCCURRENCE	\$1,000,000
							DAMAGE TO RENTED PREMISES (Ea Occurrence)	\$1,000,000
							MED EXP (Any one person)	N/A
							PERSONAL & ADV INJURY	\$1,000,000
							GENERAL AGGREGATE	NA*
							PRODUCTS-COMP/OP AGG.	\$1,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS AUTO DED: \$1,000			0305-9514	09/29/10	09/29/11	COMBINED SINGLE LIMIT (Ea Accident)	\$1,000,000
							BODILY INJURY (Per person)	
							BODILY INJURY (Per accident)	
							PROPERTY DAMAGE (Per Accident)	
							UNINSURED MOTORIST	\$1,000,000
	UMBRELLA LIAB EXCESS LIAB DEDUCTIBLE RETENTION						EACH OCCURRENCE	
							AGGREGATE	
	WORKERS COMPENSATION AND EMPLOYERS LIABILITY ANY PROPRIETARY/PARTNER / EXECUTIVE OFFICER / MEMBER EXCLUDED? <input type="checkbox"/> (MANDATORY IN NH) IF YES, DESCRIBE UNDER DESCRIPTION OF OPERATIONS BELOW		N/A				WC STATUTORY LIMITS	OTHER
							E.L. EACH ACCIDENT	
							E.L. DISEASE - EA EMPLOYEE	
							E.L. DISEASE - POLICY LIMIT	

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES (Attach Acord 101, Additional Remarks Schedules, if more space is required) *POLICY FORM DOES NOT CONTAIN A GENERAL LIABILITY AGGREGATE AS RESPECTS THE OPERATIONS OF THE NAMED INSURED. THE COUNTY OF EL DORADO, ITS OFFICERS, AGENTS, AND EMPLOYEES SHALL BE NAMED AS ADDITIONAL INSURED. ADDITIONAL INSURED ENDORSEMENT ATTACHED. SUBJECT TO POLICY TERMS, CONDITIONS AND EXCLUSIONS.

PURCHASING RECEIVED
OCT 18 AM 10:47

CERTIFICATE HOLDER		CANCELLATION	
THE COUNTY OF EL DORADO ATTN: SUE HENNIKE 330 FAIR LANE PLACERVILLE, CA 95667		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.	
		AUTHORIZED REPRESENTATIVE	
		<i>[Signature]</i>	

AGENCY CUSTOMER ID: _____

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page 2 of 3

AGENCY ALLIANT INSURANCE SERVICES, INC.		NAMED INSURED: SPECIAL LIABILITY INSURANCE PROGRAM (SLIP) MEMBER: EL DORADO COUNTY FIRE SAFE COUNCIL P.O. BOX 1237 POLLOCK PINES, CA 95726	
POLICY NUMBER 0305-9514		EFFECTIVE DATE: 09/29/10	
CARRIER ALLIED WORLD NATIONAL ASSURANCE CO.	NAIC CODE 10690		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 (2009/09) FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

Notice of cancellation will be delivered only to the participating named insured as stated in Item 1 of the Participation Endorsement.

Endorsement. No. 3

ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION

IT IS AGREED THAT THE FOLLOWING ARE ADDED AS ADDITIONAL INSURED (S) HEREUNDER BUT ONLY AS RESPECTS LIABILITY ARISING OUT OF THE OPERATIONS OF THE NAMED INSURED, AND FURTHER PROVIDED THAT THE INCLUSION OF SUCH ADDITIONAL INSURED SHALL NOT SERVE TO INCREASE THE COMPANY'S LIMIT OF LIABILITY AS SPECIFIED IN THE DECLARATIONS OF THE POLICY.

SCHEDULE

NAMED INSURED: EL DORADO COUNTY FIRE SAFE COUNCIL
P.O. BOX 1237
POLLOCK PINES, CA 95726

NAME OF PERSON OR ORGANIZATION/CERTIFICATE HOLDER: THE COUNTY OF EL DORADO
ATTN: SUE HENNIKE
330 FAIR LANE
PLACERVILLE, CA 95667

THE COUNTY OF EL DORADO, ITS OFFICERS, AGENTS, AND EMPLOYEES SHALL BE NAMED ADDITIONAL INSURED AS RESPECTS THE OPERATIONS OF THE NAMED INSURED.

PER CERTIFICATES OF INSURANCE APPROVED BY THE COMPANY, AND ON FILE WITH THE COMPANY

EFFECTIVE DATE OF THIS ENDORSEMENT: 09/29/10

ATTACHED TO AND FORMING A PART OF POLICY NO.: 0305-9514

All other terms and conditions remain unchanged.

Insurer: ALLIED WORLD NATIONAL ASSURANCE CO.
Special Liability Insurance Program (SLIP)
Effective September 29, 2010 to September 29, 2011

DATE ISSUED: 10/13/2010