

# Lake Valley Fire Protection District

## Funding Agreement #5839

**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 Lake Valley Fire Protection District, a special district whose address is 2211 Keetak Street, South Lake Tahoe, California 96150 (hereinafter referred to as "LVFPD").

### RECITALS

**WHEREAS**, the mission of LVFPD is to provide the highest level of public safety services for its community, its people, and environment;

**WHEREAS**, LVFPD is comprised of eighty-six (86) square miles of mountainous terrain and provides emergency services for the majority of the unincorporated areas of Lake Tahoe Basin's south shore;

**WHEREAS**, County has determined that the funding provided herein to assist LVFPD activities by approving a one-time disbursement of Transient Occupancy Tax (TOT) funds to cover the costs of services and equipment to certain fire districts within the County will serve a public purpose and provide a public benefit in addressing the impact of tourism and supporting economic development within the County;

**NOW THEREFORE**, County and the LVFPD mutually agree as follows:

#### ARTICLE I

**Payment and Use of Funds:** Within forty-five (45) days following the execution of this Agreement, County will disburse the sum of \$222,000 to LVFPD solely for the purpose of covering 2020 emergency response and visitor calls for services related to tourism. Within forty-five (45) days following the purchase of a squad/quick attack fire apparatus (hereinafter referred to as "Equipment"), County will disburse the sum of the actual cost of the purchase, not-to-exceed \$350,000, to LVFPD solely for the purpose of the purchase of the Equipment. LVFPD shall provide a statement, in reasonable detail, regarding the disposition of the funds. Any unused funds or funds not used for the purpose stated herein shall be returned to County within sixty (60) days following County's request for repayment.

The total amount of this Agreement shall not exceed \$572,000.

#### ARTICLE II

**Term:** This Agreement shall become effective when fully executed by the parties hereto and shall expire one (1) year thereafter.

#### ARTICLE III

**Reports Required:** LVFPD shall submit to County a year-end audited financial statement covering all fiscal years during which LVFPD expends funds provided pursuant to this

Agreement. LVFPD 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 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. LVFPD'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. The provision of this Article III, Reports Required, shall survive termination of this Agreement.

#### **ARTICLE IV**

**Political Activity:** Pursuant to California Government Code §54964, §54964.5, and §54964.6, LVFPD 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 V**

**Audit by California State Auditor:** LVFPD 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 California Government Code §8546.7. In order to facilitate these potential examinations and audits, LVFPD shall maintain, for a period of at least three (3) years, or for any longer period required by law, after final payment under the contract, all books, records and documentation necessary to demonstrate performance under the Agreement.

#### **ARTICLE VI**

**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 VII**

**Compliance with Applicable Law:** LVFPD 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 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:

County of El Dorado  
Planning and Building Department  
2850 Fairlane Court  
Placerville, California 95667

Attn.: Kyle Zimbelman  
Economic and Business Relations  
Manager

With a copy to:

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

Attn.: Michele Weimer  
Procurement and Contracts Manager

or to such other location as County directs.

Notices to LVFPD shall be addressed as follows:

Lake Valley Fire Protection District  
2211 Keetak Street  
South Lake Tahoe, California 96150

Attn.: Brad Zlendick, Fire Chief

or to such other location as LVFPD directs.

#### **ARTICLE IX**

**Change of Address:** In the event of a change in address for LVFPD's principal place of business, LVFPD shall notify County in writing pursuant to the provisions contained in this Agreement under the ARTICLE VIII, Notice to Parties. Said notice shall become part of this Agreement upon acknowledgment in writing by the County's Contract Administrator, and no further amendment of the Agreement shall be necessary provided that such change of address does not conflict with any other provisions of this Agreement.

#### **ARTICLE X**

**Indemnity:** To the fullest extent permitted by law, LVFPD 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 LVFPD 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. This duty of LVFPD to indemnify and save County harmless includes the duties to defend set forth in California Civil Code Section 2778.

## **ARTICLE XI**

**Administrator:** The County Officer or employee with responsibility for administering this Agreement is Kyle Zimbelman, Economic and Business Relations Manager, Planning and Building Department, or successor.

## **ARTICLE XII**

**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 XIII**

**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 XIV**

**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 XV**

**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.

## **ARTICLE XVI**

**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: \_\_\_\_\_  
Board of Supervisors  
"County"

Dated: \_\_\_\_\_

Attest:  
Kim Dawson  
Clerk of the Board of Supervisors

By: \_\_\_\_\_  
Deputy Clerk

Dated: \_\_\_\_\_

**-- LAKE VALLEY FIRE PROTECTION DISTRICT --**

By: \_\_\_\_\_  
Brad Zlendick  
Fire Chief  
"LVFPD"

Dated: \_\_\_\_\_