

**FUNDING/REIMBURSEMENT AGREEMENT WITH THE
EL DORADO COUNTY FIRE PROTECTION DISTRICT**

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 County Fire Protection District, a fire district, whose principal place of business is 4040 Carson Road, Camino, California (herein after referred to as "Fire District")

Recitals

WHEREAS, County applied for FY 2009 Homeland Security Grant programs ("Grant");
and

WHEREAS, County was awarded grant funds in the amount of \$453,415, for the FY 2009 grant, which was included in the County Sheriff's Department Fiscal Year 2011 - 2012 budget; and

WHEREAS, Grant provides funding for planning, equipment, training, exercises and management/administrative costs; and

WHEREAS, County, as the Operational Area lead agency, will receive the grant funds, purchase and loan equipment to other participating agencies, or reimburse agencies who purchase grant approved equipment and provide approved training; and

WHEREAS, as required by the Homeland Security Grant, on April 8, 2003, the County Board of Supervisors created an Approval Authority, representing the City of Placerville, City of South Lake Tahoe, Sheriff, Public Health, Environmental Management, and Fire Districts, to distribute the Grant funds at the local level; and

WHEREAS, Fire District is a local participating agency in the FY 2009 Homeland Security Grant program; and

WHEREAS, the Approval Authority has agreed to disburse an amount not to exceed \$15,000 in grant funds to Fire District for Fire District to train El Dorado County fire agency staff in the River and Flood Water Rescue Technician Course (hereinafter referred to as "Training");

NOW, THEREFORE, County and Fire District mutually agree as follows:

ARTICLE I

Payment of Funds: County will reimburse Fire District in an amount not to exceed \$15,000 solely for the purpose of training within thirty (30) days after Fire District presents an invoice, as well as documentation verifying that Fire District complied with grant training guidelines to County. In no event shall County's obligation under this Agreement exceed \$15,000.

ARTICLE II

Use of Funds: Fire District will use the funds to be reimbursed by County solely for the purpose of Training. Fire District will complete Training by April 27, 2012 and present the County with an invoice for payment. In the event Fire District does not train staff by April 27, 2012 and invoice the County by April 30, 2012 or in the event Fire District does not adhere to grant guidelines, County's obligation for payment shall be null and void, and upon written demand by County, Fire District shall return any funds it has received from County and not spent on the Training to County within thirty (30) days of mailing of written demand of County.

Fire District shall submit to County its statement of the total sum of an amount not to exceed \$ 15,000 identical to Attachment A, noting that the Training has occurred. Such statement shall be signed under penalty of perjury by an authorized signatory of the Fire District.

ARTICLE III

Term: This Agreement shall become effective when fully executed by both parties ("Effective Date") and shall expire when grant performance period expires, currently scheduled for April 2012.

ARTICLE IV

Audit and Access to Records: The County shall have the right of access to any books, documents, papers, or other records which are pertinent to the Grant, in order to make audits, examinations, excerpts and transcripts. For a period of three (3) years after the termination of this Agreement, Fire District will keep and maintain an accurate financial account, in accordance with generally accepted accounting principles, of all funds expended by Fire District with respect to the Training until notification is provided by the County that the State Homeland Security Grant Program has closed the grant and completed all audits and reviews. Such accounting records shall be available for inspection by the County's designee, during normal business hours at the offices of Fire District, or the offices of its financial consultant.

ARTICLE V

Compliance with Applicable Law and Grant Requirements: Fire District has read and understands the Grant and will comply with and require any vendor of the Training to comply with all laws, regulations and guidance documents that apply to the Grant (Attachment B). Fire District is responsible for ensuring that training must comply with grant guidelines. Specifically, Fire District shall comply with 44 Code of Federal Regulations (CFR) Parts 13 and 17, OMB Circulars A-87, A102, A-133, E.O. 12372 and the current Administrative Requirements, Cost Principles, and Audit Requirements.

In the event an audit by the County or the State of California (CalEMA) determines Fire District failed to comply with these guidelines, the County shall provide written notification of the

violation and Fire District may be required to reimburse the County for the total cost of the Training.

ARTICLE VI

Independent Authority Liability: Fire District is, and shall be at all times, deemed independent and shall be wholly responsible for the acts of Fire District's employees, associates, agents, and contractors, if any, in connection with the Training.

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 Fire District becomes unable to substantially perform any terms or conditions of the Agreement. In the event of early termination of the Agreement, 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 Mail, postage prepaid and return receipt requested. Notices to County shall be in duplicate and addressed as follows:

COUNTY OF EL DORADO
360 Fair Lane
Placerville, CA 95667
ATTN: Asst. Deputy Director of OES

or to such other location as the County directs.

Notices to Fire District shall be addressed as follows:

El Dorado County Fire Protection District
P O Box 807
Camino, California 95709
ATTN: Bruce Lacher, Fire Chief

or to such other location as Fire District directs.

ARTICLE X

Indemnity: Fire District 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 Training. This duty of Fire District to indemnify and save County harmless includes the duties to defend set forth in California Civil Code section 2778.

This obligation to defend and indemnify the County shall survive the expiration or termination of this Agreement and shall remain in full force and effect. Within thirty (30) days after the Effective Date of this Agreement, Fire District shall provide proof in a form satisfactory to the County's Risk Manger of participation in a self-insurance program, or proof of insurance sufficient to meet Fire District's defense and indemnification obligations herein.

ARTICLE XI

Change to Agreement: This Agreement may be amended by mutual consent of the parties hereto. Said Amendment shall become effective only when in writing and fully executed by duly authorized officers of the parties hereto.

ARTICLE XII

Administrator: The County Officer or employee with responsibility for administering this Agreement is John D'Agostini, Sheriff, or successor.

ARTICLE XIII

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 XIV

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

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.

ARTICLE XVII

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

REQUESTING DEPARTMENT CONCURRENCE:

By: _____ Dated: _____
John D'Agostini
Sheriff

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first below written.

COUNTY OF EL DORADO:

Dated: _____

By: _____
John R. Knight, Chair Board of Supervisors

ATTEST:
Suzanne Allen de Sanchez, Clerk
of the Board of Supervisors

ATTEST:

By: _____ Date: _____
Deputy Clerk

By: _____

Dated: _____

El Dorado County Fire Protection District

Approved By: _____,
Bruce Lacher, Fire Chief

ATTACHMENT "A"

Dated:

Sheriff John D'Agostini
Sheriff Department
County of El Dorado
360 Fair Lane
Placerville, California 95667

Re: El Dorado County Fire Protection District
FY 2009 Homeland Security Grant Training

Dear Sheriff D'Agostini:

I certify that the El Dorado County Fire Protection District completed the Training in River and Flood Water Rescue Technician Course in accordance with grant guidelines and grant assurances (Attachment B).

River and Flood Rescue Technician Course. Not to exceed \$15,000. Thirty Two (32) students to be trained.

Attached is the receipt for this Training. Please remit the reimbursement at your earliest convenience.

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

El Dorado County Fire Protection District:

By: _____
Bruce Lacher, Fire Chief