

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

**AGM #115-F1011**

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**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 2008-09 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 \$210,458 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 July 31, 2009 and ends on September 14, 2009, 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.

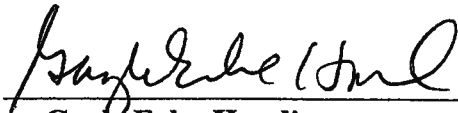
#### **ARTICLE XVIII**

**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

**REQUESTING DEPARTMENT CONCURRENCE:**

By:   
Gayle Erbe-Hamlin  
Chief Administrative Officer

Dated: 9/21/09

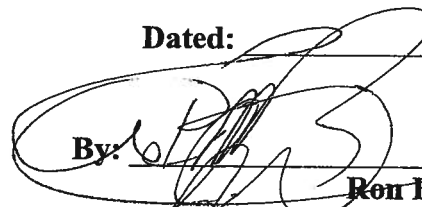
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**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement the day and year first below written.

-- COUNTY OF EL DORADO --

Dated: 7-28-09 *bd. date*  
By:   
Ron Briggs, Chair  
Board of Supervisors  
County

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

By:   
Deputy Clerk

Date: 7-28-09 *bd. date*

-- EL DORADO COUNTY FIRE SAFE COUNCIL --

Dated: 9/21/2009

By: Ken Hasse  
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)

ISSUE DATE (MM/DD/YY)  
10/6/08

**PRODUCER**  
Alliant Insurance Services, Inc.  
1301 Dove St., Suite 200  
Newport Beach, CA 92860  
(800) 821-9293 Ext. 180 • Fax (949) 756-2713  
License No. 0C36661  
**INSURED SPECIAL LIABILITY INSURANCE PROGRAM (SLIP) MEMBER:**  
**EL DORADO COUNTY FIRE SAFE COUNCIL**  
P.O. BOX 1287  
POLLOCK PINES, CA 95728

**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 BELOW.**

**COMPANIES AFFORDING COVERAGE**

COMPANY LETTER	<b>A</b>	<b>ALLIED WORLD NATIONAL ASSURANCE</b>
COMPANY LETTER	<b>B</b>	
COMPANY LETTER	<b>C</b>	
COMPANY LETTER	<b>D</b>	
COMPANY LETTER	<b>E</b>	

**THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIODS 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, EXCLUSION AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.**

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
<b>A</b>	<b>GENERAL LIABILITY</b> <input checked="checked" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="checked" type="checkbox"/> OCCUR <input type="checkbox"/> OWNER'S & CONTRACTOR'S PROT. <input checked="checked" type="checkbox"/> GL Ded: \$1,000	C010407/001	09/29/08	9/29/09	GENERAL AGGREGATE NA* PRODUCTS-COMP/OP AGG. \$1,000,000 PERSONAL & ADV. INJURY \$1,000,000 EACH OCCURRENCE \$1,000,000 FIRE DAMAGE (Any one fire) \$1,000,000 MED. EXPENSE (Any one person) N/A COMBINED SINGLE LIMIT \$1,000,000
<b>A</b>	<b>AUTOMOBILE LIABILITY</b> <input checked="checked" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="checked" type="checkbox"/> HIRED AUTOS <input checked="checked" type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> GARAGE LIABILITY AUTO DED: \$1,000	C010407/001	09/29/08	9/29/09	BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE UNINSURED MOTORIST \$1,000,000 EACH OCCURRENCE AGGREGATE
	<input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM				STATUTORY LIMITS
	<b>WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY</b>				EACH ACCIDENT DISEASE-POLICY LIMIT DISEASE-EACH

\*DESCRIPTION OF OPERATIONS OF NAMED INSURED... \*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.

THE COUNTY OF EL DORADO  
ATTN: SUE HENNIKE  
330 FAIR LANE  
PLACERVILLE, CA 95867

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES

\*EXCEPT 10 DAYS FOR NON-PAYMENT

AUTHORIZED REPRESENTATIVE

*Handwritten Signature*



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:** 09/29/08

**ATTACHED TO AND FORMING A PART OF POLICY NO.:** C010407/001

All other terms and conditions remain unchanged.

Insurer: ALLIED WORLD NATIONAL ASSURANCE  
Special Liability Insurance Program (SLIP)  
Effective September 29, 2008 to September 29, 2009

DATE ISSUED: 10/6/08

VICKI YORTY  
El Dorado County Fire Safe Council (EDCFSC)  
P.O. Box 1237  
Pollock Pines, CA 95726

RE: Special Liability Insurance Program (SLIP)  
Allied World National Assurance Company  
September 29, 2009 to September 29, 2010

Dear Member:

We are pleased to announce that we have successfully renewed coverage for the SLIP program with Allied World National Assurance Company effective September 29, 2009. The carrier, policy form, terms and conditions will remain as per the expiring coverage form.

Attached you will find:

- Proposal for the policy period September 29, 2009 to September 29, 2010
- Invoice
- Policyholder Disclosure Notice of Terrorism Insurance Coverage
- Confirmation of Binding form
- Certificate Evidencing Coverage (valid for one year)
- Strategic Human Resources flyer with information on services available to SLIP members

**IMPORTANT!**

**In order to renew your coverage under the SLIP program, we will need the following information returned to us no later than September 29, 2009:**

1. Payment of your premium by September 29, 2009
2. Complete, signed Confirmation of Binding
3. Completed, signed Policyholder Disclosure Notice of Terrorism Insurance Coverage Form

As always, the entire SLIP team is available should you have any questions. Please feel free to call 800-821-9283 and ask for Sheryl Fitzgerald, Mary Ellen Ewert or myself.

Sincerely,

**ALLIANT INSURANCE SERVICES, INC.**



John Peterson  
Senior Account Manager

Enc.