

1010-00811  
Contract #: ~~1013-00810~~

# 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. Gill

### CONTRACTOR:

Name: Lake Valley Fire  
Address: 2211 Keetak Street  
South Lake Tahoe, CA 96150  
Phone: 530-577-3737

EL DORADO COUNTY COUNSEL  
2008 MAY 23 AM 10: 2  
County MAIL

### CONTRACTING DEPARTMENT: CAO

Service Requested: Education on Wildfire Prevention  
Contract Term: 4/1/2008-6/30/2009 Contract/Amendment Value: \$74,000.00  
Compliance with Human Resources requirements? Yes:  No:   
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: 05/27/2008  
ATTORNEY: ED HWAPP  
DEPT. INDEX NO.: 021000  
BY: AJD

### 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: \_\_\_\_\_

4/1/08

**ORIGINAL**

FUNDING AGREEMENT FOR  
TITLE III COMMUNITY PROJECTS  
#1010-O0811

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 Lake Valley Fire Protection 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 the South Shore of Lake Tahoe 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 \$74,000.00 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 10<sup>th</sup> day of the next full month immediately following execution of this Agreement, and each 10<sup>th</sup> 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:

LAKE VALLEY FIRE PROTECTION DISTRICT  
2211 KEETAK STREET  
SOUTH LAKE TAHOE, CA 96150  
ATTN: JEFF MICHAEL, FIRE CHIEF

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 94-6000511.

**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  
By:   
**RUSTY DUPRAY** Chairman  
Board of Supervisors  
"County"

ATTEST:  
Cindy Keck  
Clerk of the Board of Supervisors

By:  Dated: 4/1/08  
Deputy Clerk

--- RECIPIENT ---

Dated: 6/2/08


By:   
Jeff Michael, Fire Chief  
Lake Valley Fire Protection District  
"Recipient"



EXHIBIT "A"

<u>Program Needs</u>	<u>Budget Amount</u>
Inspector Positions	\$38,000.00
Assistant Position	\$27,000.00
Outreach Materials	\$ 8,500.00
Demonstration Day Supplies	<u>\$ 1,500.00</u>
	TOTAL
	\$74,000.00

# MARSH

# CERTIFICATE OF INSURANCE

CERTIFICATE NUMBER  
SEA-000585062-11

**PRODUCER**

MARSH RISK & INSURANCE SERVICES  
P. O. BOX 193880  
SAN FRANCISCO, CA 94119-3880  
CALIFORNIA LICENSE NO. 0437153

102271-FAIRA-APD-07/08 Lake V

**INSURED**

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

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER OTHER THAN THOSE PROVIDED IN THE POLICY. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES DESCRIBED HEREIN.

**COMPANIES AFFORDING COVERAGE**

COMPANY  
A AMERICAN ALTERNATIVE INS. CORP.

COMPANY  
B

COMPANY  
C

COMPANY  
D

**COVERAGES**

This certificate supersedes and replaces any previously issued certificate for the policy period noted below.

THIS IS TO CERTIFY THAT POLICIES OF INSURANCE DESCRIBED HEREIN HAVE BEEN ISSUED TO THE INSURED NAMED HEREIN FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THE CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, CONDITIONS AND EXCLUSIONS OF SUCH POLICIES. AGGREGATE 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	
A	GENERAL LIABILITY	VFIS-TR-0022468-4	07/01/07	07/01/08	GENERAL AGGREGATE	\$ 5,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				PRODUCTS - COMP/OP AGG	\$ 2,000,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				PERSONAL & ADV INJURY	\$ 1,000,000
	OWNER'S & CONTRACTOR'S PROT				EACH OCCURRENCE	\$ 2,500,000
	<input checked="" type="checkbox"/> PRO. HEALTHCARE LIAB...				FIRE DAMAGE (Any one fire)	\$ 1,000,000
	<input checked="" type="checkbox"/> LIQUOR LAW LIAB.				MFD EXP (Any one person)	\$ 10,000
	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT	\$
	ANY AUTO				BODILY INJURY (Per person)	\$
	ALL OWNED AUTOS				BODILY INJURY (Per accident)	\$
	SCHEDULED AUTOS				PROPERTY DAMAGE	\$
HIRED AUTOS						
NON-OWNED AUTOS						
GARAGE LIABILITY						
ANY AUTO	AUTO ONLY - EA ACCIDENT	\$				
	OTHER THAN AUTO ONLY	\$				
	EACH ACCIDENT	\$				
	AGGREGATE	\$				
EXCESS LIABILITY						
UMBRELLA FORM	EACH OCCURRENCE	\$				
OTHER THAN UMBRELLA FORM	AGGREGATE	\$				
		\$				
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						
THE PROPRIETOR/PARTNERS/EXECUTIVE OFFICERS ARE:	WC STATUTORY LIMITS					
	OTHER					
	EL EACH ACCIDENT	\$				
	EL DISEASE-POLICY LIMIT	\$				
	EL DISEASE-EACH EMPLOYEE	\$				
OTHER						

**DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS**

Cal Tahoe Emergency Services Operations Authority and El Dorado County are named Additional Insured with respects to insureds operations for Additional Insured.

**CERTIFICATE HOLDER**

El Dorado County  
Department of Public Health  
931 Spring Street  
Placerville, CA 95667

**CANCELLATION**

SHOULD ANY OF THE POLICIES DESCRIBED HEREIN BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE INSURER AFFORDING COVERAGE WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED HEREIN, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER AFFORDING COVERAGE, ITS AGENTS OR REPRESENTATIVES, OR THE ISSUER OF THIS CERTIFICATE

MARSH USA INC.

By: Susan Blankenburg

MM1(3/02)

*Susan Blankenburg*

VALID AS OF: 06/15/07