

Funding Agreement

Between

County of El Dorado and El Dorado County Fire Safe Council

Funding Agreement #7598

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 El Dorado County Fire Safe Council, a non-profit public benefit corporation duly qualified to conduct business in the State of California, whose mailing address is 515 Main Street, Suite 103, Placerville, California 95667 (hereinafter referred to as "Grantee").

RECITALS

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

WHEREAS, Grantee's 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;

WHEREAS, Grantee shall encourage Firewise communities, develop & implement Community Wildfire Protection Plans, vegetation management project planning, promotion of community clean up days for fire safety and community wildfire preparedness;

WHEREAS, Grantee includes representation from communities throughout the western slope of the county, and access to forestry and fire prevention experts;

WHEREAS, County has determined that it is in the best interest of the public and the residents of El Dorado County to assist Grantee's activities by contributing a portion of its fiscal year 2023-2024 allocation authorized through Title III of the Secure Rural Schools and Community Self Determination Act (Public Law 106-393, as amended through Public Law 116-94) to assist the Grantee in fulfilling its mission;

NOW, THEREFORE, the parties do hereby agree as follows:

ARTICLE I

Payment and Use of Funds: Funds shall be used solely for the purpose of funding fire prevention and planning projects as described in Title III of Public Law 106-393, as amended through Public Law 116-94. Grantee shall provide a statement, in reasonable detail, regarding the disposition of the funds and shall return any unused funds.

Upon execution of this Agreement, and completion of all legally required public notices, the County shall disburse \$140,141.29 to Grantee for Federal Fiscal Year 2022. For subsequent Federal Fiscal Years, the County shall determine the amount to be disbursed to Grantee and shall notify Grantee in writing of such determination. County shall disburse funds to Grantee within 45 days of said notification. The amounts determined by County for each Federal Fiscal Year shall not exceed the Federal Title III funds received for said fiscal year.

If any of the advanced funds have not been used for the purpose stated herein, all unused funds shall be returned to County within sixty (60) days following County's request for repayment.

Authorized use of funds received through this Agreement are:

1. To carry out activities under the Firewise Communities program providing specific wildfire-related education or wildland fire mitigation assistance to homeowners.
 - a. Homeowner education including but not limited to:
 - i. Dissemination of Firewise program information, including wildfire preparedness, defensible space, and home hardening, through handouts; brochures; print, social and broadcast media
 - ii. Educational workshops and Firewise events
 - b. Homeowner mitigation assistance, including, but not limited to:
 - i. Defensible space and home hardening evaluations
 - ii. Defensible space fuel reduction programs for seniors, low-income, and veterans
 - iii. Hosting "clean-up" days to encourage homeowners to remove brush and other vegetation from around their homes, including the cost of chipping and disposal services
 - iv. Assisting communities with Firewise planning, including conducting a Firewise community assessment, and applications for Firewise Communities recognition
 - c. Projects identified under El Dorado County's Community Wildfire Protection Plans (Lake Tahoe Basin and West Slope).
2. To develop and carry out community wildfire protection plans in coordination with the appropriate agencies and personnel concerned.

Before awarding any portion of County's Title III funds to any subrecipient or engaging in a transaction for any amount involving these funds, Grantee shall check for suspension and debarment of subrecipients through the System for Award Management available online at: <https://www.sam.gov/SAM/pages/public/index.jsf>. Grantee may not award or engage in any transaction involving Title III funds with suspended or debarred parties.

Commencing on the tenth (10th) day of the first full month immediately following the day funds are paid by County to the Grantee and each tenth (10th) day of the month thereafter until all funds are utilized, Grantee shall submit to County its statement noting the funds used to date and detailing how and what fire prevention and planning projects were funded. Grantee shall complete and sign the attached Exhibit A marked "Fund Utilization Statement," incorporated herein and made by reference a part hereof and signed under penalty of perjury by an authorized officer of the Grantee.

ARTICLE II

Term: This Agreement shall become effective when fully executed by the parties hereto and shall cover the period of September 1, 2023, through August 31, 2026. Any funds that have not been expended by Grantee after the expiration of this Agreement shall be returned to County within sixty (60) days of County's request for same.

ARTICLE III

Audits Required: If requested, Grantee shall submit to County a year-end financial statement covering all fiscal years during which Grantee expends funds provided pursuant to this Agreement. Grantee shall maintain client 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. Grantee'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.

ARTICLE IV

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

ARTICLE V

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

ARTICLE VI

Compliance with Applicable Law: Grantee 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 VII

El Dorado County Fire Safe Council Liability: Grantee is, and shall be at all times, deemed independent and shall be wholly responsible for the acts of Grantee employees, associates, and contractors in connection with its projects.

ARTICLE VIII

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 IX

Termination:

- A. County may terminate this Agreement in the event Grantee 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.
- B. County may terminate this Agreement in whole or in part upon seven (7) calendar days' written notice by County without cause. If such prior termination is effected, County will pay for satisfactory services rendered prior to the effective dates, as set forth in the Notice of Termination provided to Grantee, and for such other services which County may agree to in writing as necessary for contract resolution. In no event, however, shall County be obligated to pay more than the total amount of the Agreement. Upon receipt of a Notice of Termination, Grantee shall promptly discontinue all services affected, as of the effective date of termination set forth in such Notice of Termination, unless the Notice directs otherwise.

ARTICLE X

Political Activity: Pursuant to California Government Code §54964, §54964.5, and §54964.6, Grantee 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 XI

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 XII

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
Chief Administrative Office
330 Fair Lane
Placerville, California 95667

Attn.: Sue Hennike
Deputy Chief Administrative Officer

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 Grantee shall be addressed as follows:

El Dorado County Fire Safe Council
515 Main Street Suite 103
Placerville, California 95667

Attn.: Ken Pimlott
Chair

or to such other location as Grantee directs.

ARTICLE XIII

Indemnity: To the fullest extent permitted by law, Grantee 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 Grantee 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.

The duty to indemnify and hold harmless County specifically includes the duties to defend set forth in Civil Code section 2778. The insurance obligations, if any, of Grantee are separate, independent obligations under the Contract Documents, and the provisions of this defense and indemnity are not intended to modify nor should they be construed as modifying or in any way limiting the insurance obligations set forth in the Contract Documents.

Nothing herein shall be construed to seek indemnity in excess of that permitted by Civil Code section 2782, et seq. In the event any portion of this Article is found invalid, the Parties agree that this Article shall survive and be interpreted consistent with the provisions of Civil Code section 2782, et seq.

ARTICLE XIV

Insurance: Consultant shall provide proof of a policy of insurance satisfactory to County's Risk Management Division and documentation evidencing that Consultant maintains insurance that meets the following requirements:

- A. Full Workers' Compensation and Employers' Liability Insurance covering all employees of Consultant as required by law in the State of California.
- B. Commercial General Liability Insurance of not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage and a \$2,000,000 aggregate limit.
- C. Automobile Liability Insurance of not less than \$1,000,000 is required in the event motor vehicles are used by Consultant in performance of the Agreement.
- D. In the event Consultant is a licensed professional or professional consultant and is performing professional services under this Agreement, Professional Liability Insurance is required with a limit of liability of not less than \$1,000,000.
- E. Consultant shall furnish a certificate of insurance satisfactory to County's Risk Management Division as evidence that the insurance required above is being maintained.
- F. The insurance will be issued by an insurance company acceptable to County's Risk Management Division or be provided through partial or total self-insurance likewise acceptable to the Risk Management Division.
- G. Consultant agrees that the insurance required herein shall be in effect at all times during the term of this Agreement. In the event said insurance coverage expires at any time or times during the term of this Agreement, Consultant agrees to provide at least thirty (30) days prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of term of the Agreement, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of Risk Management and Consultant agrees that no work or services shall be performed prior to the giving of such approval. In the event Consultant fails to keep in effect at all times insurance coverage as herein provided, County may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event.

- H. The certificate of insurance must include the following provisions stating that:
1. The insurer will not cancel the insured's coverage without thirty (30) days prior written notice to County; and
 2. The County of El Dorado, its officers, officials, employees, and volunteers are included as additional insured, on an additional insured endorsement, but only insofar as the operations under this Agreement are concerned. This provision shall apply to the general liability policy.
- I. Consultant's insurance coverage shall be primary insurance in respect to County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by County, its officers, officials, employees, or volunteers shall be in excess of Consultant's insurance and shall not contribute with it.
- J. Any deductibles or self-insured retentions must be declared to and approved by County. At the option of County, either: The insurer shall reduce or eliminate such deductibles or self-insured retentions in respect to County, its officers, officials, employees, and volunteers; or Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration, and defense expenses.
- K. Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to County, its officers, officials, employees, or volunteers.
- L. The insurance companies shall have no recourse against the County of El Dorado, its officers, and employees or any of them for payment of any premiums or assessments under any policy issued by any insurance company.
- M. Consultant's obligations shall not be limited by the foregoing insurance requirements and shall survive the expiration of this Agreement.
- N. In the event Consultant cannot provide an occurrence policy, Consultant shall provide insurance covering claims made as a result of performance of this Agreement for not less than three (3) years following completion of performance of this Agreement.
- O. The certificate of insurance shall meet such additional standards as may be determined by the contracting County department, either independently or in consultation with County's Risk Management Division as essential for protection of County.

ARTICLE XV

Levine Act: Pursuant to Government Code section 84308 (SB 1439, the Levine Act), Grantee shall complete and sign the attached Exhibit B, marked "California Levine Act Statement," incorporated herein and made by reference a part hereof, regarding campaign contributions by Grantee, if any, to any officer of County.

ARTICLE XVI

Assignment: This Agreement shall be binding upon the successors-in-interest and assigns of Grantee.

ARTICLE XVII

Administrator: The County Officer or employee with responsibility for administering this Agreement is Sue Hennike, Deputy Chief Administrative Officer, Chief Administrative Office, or successor.

ARTICLE XVIII

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 XIX

Electronic Signatures: Each party agrees that the electronic signatures, whether digital or encrypted, of the parties included in this Agreement, are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic Signature means any electronic visual symbol or signature attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record, including facsimile or email electronic signatures, pursuant to the California Uniform Electronic Transactions Act (Civil Code sections 1633.1 to 1633.17) as amended from time to time.

ARTICLE XX

Counterparts: This Agreement may be executed in one or more counterparts, each of which shall be an original and all of which together shall constitute one and the same instrument.

ARTICLE XXI

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: Wendy Thomas

Dated: 8/29/23

Board of Supervisors
"County"

Attest:
Kim Dawson
Clerk of the Board of Supervisors

By: Kyra Schaffely

Dated: 8/29/23

Deputy Clerk

-- EL DORADO COUNTY FIRE SAFE COUNCIL --

By: Ken Pimlott
Ken Pimlott (Aug 3, 2023 16:01 PDT)

Dated: 08/03/2023

Ken Pimlott
Chairperson
"Grantee"

By: Hugh Council
Hugh Council (Aug 4, 2023 07:53 PDT)

Dated: 08/04/2023

Hugh Council
Vice Chair

El Dorado County Fire Safe Council

Exhibit A

Fund Utilization Statement

Date: _____

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

Re: EL DORADO COUNTY FIRE SAFE COUNCIL

Dear: _____

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 the 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)

El Dorado County Fire Safe Council

Exhibit B

California Levine Act Statement

California Levine Act Statement

California Government Code section 84308, commonly referred to as the "Levine Act," prohibits any officer of El Dorado County from participating in any action related to a contract if he or she receives any political contributions totaling more than two hundred and fifty dollars (\$250) within the previous twelve (12) months, and for twelve (12) months following the date a final decision concerning the contract has been made, from the person or company awarded the contract. The Levine Act also requires disclosure of such contribution by a party to be awarded a specific contract. An officer of El Dorado County includes the Board of Supervisors, and any elected official (collectively "Officer"). It is the Grantee's responsibility to confirm the appropriate "officer" and name the individual(s) in their disclosure.

Have you or your company, or any agent on behalf of you or your company, made any political contributions of more than \$250 to an Officer of the County of El Dorado in the twelve months preceding the date of the submission of your proposals or the anticipated date of any Officer action related to this contract?

YES NO

If yes, please identify the person(s) by name:

Do you or your company, or any agency on behalf of you or your company, anticipate or plan to make any political contribution of more than \$250 to an Officer of the County of El Dorado in the twelve months following any Officer action related to this contract?

YES NO

If yes, please identify the person(s) by name:

Answering YES to either of the two questions above does not preclude the County of El Dorado from awarding a contract to your firm or any taking any subsequent action related to the contract. It does, however, preclude the identified Officer(s) from participating in any actions related to this contract.

08/03/2023

Date

Ken Pimlott

Ken Pimlott (Aug 1, 2023 10:01 PDT)

Signature of authorized individual

El Dorado County Fire Safe Council

Type or write name of company

Ken Pimlott-Chief Executive Officer

Type or write name of authorized individual

