

CONTRACT ROUTING SHEET

Date Prepared: 05/23/2008

Need Date: ASAP

PROCESSING DEPARTMENT:

Department: CAO

Dept. Contact: Vickie Sanders

Phone #: 7538

Department: _____

Head Signature: *[Signature]*

CONTRACTOR:

Name: The Regent of the University of California

Address: 1111 Franklin Street, 6th Floor
Oakland, CA 94607-5200

Phone: 530-542-2571

CONTRACTING DEPARTMENT: CAO

Service Requested: Education on Wildfire Prevention

Contract Term: 4/1/2008-6/30/2009 Contract/Amendment Value: \$25,300

Compliance with Human Resources requirements? Yes: No:

Compliance verified by: _____

COUNTY COUNSEL: (Must approve all contracts and MOU's)

Approved: Disapproved: Date: 5-23-08 By: *[Signature]*

Approved: Disapproved: Date: _____ By: _____

** Note - BCS approval of contract with UCCB on 4-1-08 - UCCB is a part of the University of California - This contract is with The Regents of the University of California which is how UCCB contracts. Therefore BCS approval on 4-1-08 authorizes Chair to sign this contract*

RISK MANAGEMENT: (All contracts and MOU's except boilerplate grant funding agreements)

Approved: Disapproved: Date: _____ By: _____

Approved: Disapproved: Date: _____ By: _____

OTHER APPROVAL: (Specify department(s) participating or directly affected by this contract).

Departments: _____

Approved: Disapproved: Date: _____ By: _____

Approved: Disapproved: Date: _____ By: _____

FUNDING AGREEMENT FOR
TITLE III COMMUNITY PROJECTS
#1011-O0810

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 The Regents of the University of California, a California non-profit corporation (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 El Dorado County, The Regents of the University of California, 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 \$25,000 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 University of California policies and regulations governing travel.

ARTICLE II

Payment of Funds:

1. Commencing on the 10th day of the next full month immediately following execution of this Agreement, and each 10th 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: Either party may terminate this agreement upon 30 days written notice to the other party. In the event of termination, Recipient shall be reimbursed for all costs incurred up to the date of the termination including any uncancelable obligations.

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:

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:

THE REGENT OF THE UNIVERSITY OF CALIFORNIA
1111 FRANKLIN STREET, 6TH FLOOR
OAKLAND, CA 94607-5200

Or to such other location as Recipient directs.

ARTICLE X

Indemnity: Recipient shall defend, indemnify and hold County, its officers, employees and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this agreement but only in proportion to and to the extent such liability, loss, expense, attorney's fees or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of Recipient, its officers, agents or employees.

County shall defend, indemnify and hold Recipient its officers, employees and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this agreement but only in proportion to and to the extent such liability, loss, expense, attorney's fees or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of County, its officers, agents or employees.

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 94-6036494.

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 CONTRACT ADMINISTRATOR/DEPARTMENT HEAD CONCURRENCE:

By:  Dated: 10/6/08
Gayle Erbe-Hamlin
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 Chair
Board of Supervisors
"County"

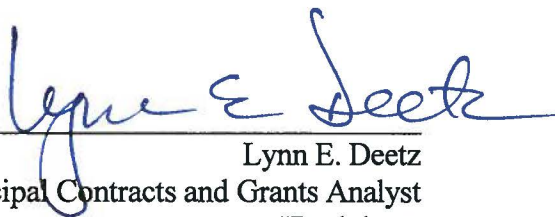
ATTEST:
Cindy Keck
Clerk of the Board of Supervisors

By:  Dated: 4-1-08
Deputy Clerk

--- RECIPIENT ---

Dated: 9/30/08

THE REGENT OF THE UNIVERSITY OF CALIFORNIA

By: 
Lynn E. Deetz
Principal Contracts and Grants Analyst
"Recipient"

By: N/A
Corporate Secretary

Dated: _____

Exhibit "A"

Proposal in response to RFP #08-918-076 Title III Federal Forest Reserve Funds

2) 2004 Community Wildfire Protection Plan for the California Portion of the Lake Tahoe Basin
 The objectives for brush fields are to reduce the threat of wildfire to a community by establishing and maintaining a mosaic of shrub form classes that support a low intensity surface fire (flame lengths less than 3 feet)

F. Performance Measures:

See the Table in Section E.2. "Timetable for Implementation and Measurement of Performance" – last column "Performance Measures".

G. Budget Narrative/Justification

Program Budget for Development of Angora Area Landscape Restoration Guidelines:

	Title III Funding	In-kind Amount	In-kind Source
Task 1: Create Neighborhood Landscape Restoration Planning Group			
<u>UCCE UC Advisor</u> Mail invitations and materials to affected homeowners, and advertise the planning process	\$1,000	\$1,600	<u>UCCE UC Advisor</u> Contact homeowners, agency representations to participate in process
Task 2/4/5: Meet with Landscape Restoration Planning Group			
<u>UCCE UC Advisor/ Specialist</u> Meeting expenses including advertising, food, facility costs, and reproduction of planning materials, and travel for the UC Specialist	\$1,500	\$6,800	<u>UCCE UC Advisor/ Specialist</u> Plan and conduct meetings and document meeting outcomes.
Task 3/5: Hire a Landscape Architect			
<u>Landscape Architect</u> Attend planning meetings, draw up alternative landscape scale vegetation maps and sample site planting plans	\$10,000	\$2,100	<u>UCCE Advisor/ Specialist</u> Develop and administer contract with landscape architect, review produced products.
Task 6: Prepare Landscape Restoration Guidelines			
<u>Landscape Architect</u> Finalize landscape scale diagrams and vegetation maps	\$5,000	\$5,200	<u>UCCE Advisor/ Specialist</u> Write and edit document and coordinate with partners/ contractors
<u>UCCE UC Advisor/Staff</u> Printing 300 copies of document	\$2,500	\$400	<u>UCCE Advisor</u> Coordinate with printer

Proposal in response to RFP #08-918-076 Title III Federal Forest Reserve Funds

Task 7: Conduct Landscape Restoration Demonstration Workshops and Site Visits			
<u>UCCE Advisor</u> Workshop advertising and mailing outreach to affected residents of the Angora burned area.	\$1,000	\$3,000	<u>UC Advisor and Specialist</u> Develop workshop content, coordinate with partners, hold workshop
<u>Tahoe RCD</u> Workshop site preparation and tools	\$1,000	\$20,000	<u>Tahoe RCD</u> Cash contribution to purchase plants for the workshops and revegetation demonstration parcels.
		In-kind	Staff time to conduct site visit to develop site specific plans on individual properties that fit within the new guidelines.
Task 8: Monitor Success of Landscape Restoration on Private Parcels			
<u>UCCE Advisor</u> Monitoring equipment including a 300 foot tape, ruler, go/no-go gauge, and other items necessary to monitor vegetation growth over time on restored parcels	\$1,000	\$13,500	<u>UC Advisors and Specialists</u> Collect monitoring data, enter and analyze data, and include results in the larger forest landscape recovery study
			<u>Tahoe RCD</u> Staff time to collect monitoring data.
Indirect costs -22%	\$4,600		
Total	\$27,600	\$52,600	

Total Income: **Title III – \$27,600**
 In-kind – \$52,600

Total Program Expense: \$80,200

Budget Narrative:

Task 1: Create Neighborhood Landscape Restoration Planning Group – grant funding will provide resources to mail invitations and materials to affected homeowners, and advertise the planning process.

In-kind contributions include salaries of the UC Advisor to contact homeowners and agency representatives to participate in the process and set a meeting date. Estimated time: 40 hours - \$1,600.