

**Memorandum of Understanding
Between
County of El Dorado and El Dorado County Fire Safe Council**

THIS MEMORANDUM OF UNDERSTANDING (MOU), 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 "EDCFSC").

Purpose of this MOU: to document the cooperation and partnership between the parties towards creating a fire adapted and resilient El Dorado County through collaboration and coordination.

R E C I T A L S

WHEREAS, EDCFSC'S mission is to protect the people living on the west slope El Dorado County and their property from the effects of catastrophic wildfire through education, cooperation, innovation, and action;

WHEREAS, EDCFSC'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, County has recognized the threat of wildfire to people, infrastructure and natural resources, and has developed and adopted a Wildfire Strategy to foster the creation, coordination and maintenance of fire adapted communities;

WHEREAS, under the Wildfire Strategy, the Office of Wildfire Preparedness and Resilience (OWPR) was established to coordinate efforts on a County-level, and work to prevent duplication of efforts and maximize scarce and limited resources;

WHEREAS, under the Wildfire Strategy, the Wildfire Preparedness and Resilience Coordination Group (Coordination Group) has been established, comprised of agencies and organizations whose missions and/or statutory authorities and funding include wildfire prevention and preparedness, which includes the EDCFSC as a standing member;

WHEREAS, as part of the Coordination Group, there are various working groups, including but not limited to Project Coordination, Public Outreach and Defensible Space;

WHEREAS, the County and the EDCFSC have a shared responsibility to educate community members and implement wildfire mitigation programs and projects on the west slope of El Dorado County;

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

1. The County/OWPR agrees to:

- i. Include the EDCFSC as a standing member in the El Dorado County Wildfire Preparedness and Resilience Coordination Group;
- ii. Include the EDCFSC in working groups, including Project Coordination, Defensible Space, and Public Outreach; and other initiatives, as appropriate;
- iii. Coordinate updates to and implementation of the West Slope Community Wildfire Protection Plan (CWPP).
- iv. Serve as the point of contact for GIS requests from associate fire safe councils, including maintenance and adjustment of boundary lines and support of Fire Safe Council information on the County's mapping tool. When mutually agreed upon, GIS may provide additional support including maps, special project information and mapping data where appropriate;
- v. Sponsor, support, or directly apply for grants which include funding to support the EDCFSC Assistance Programs and other projects, where appropriate;
- vi. Participate in the Qualified Entity Home Hardening/Defensible Space Assessor Training Program Cadre;
- vii. Consider the EDCFSC for available Title III funds;
- viii. Support development and dissemination of outreach materials, workbooks, and other materials which will include the EDCFSC logo and information;
- ix. Include the EDCFSC when developing reports and presentations to the Board of Supervisors and others, when appropriate;

2. EDCFSC agrees to:

- i. Participate in the El Dorado County Wildfire Preparedness and Resilience Coordination Group as a standing member, and associated working groups as appropriate;
- ii. Include a representative of OWPR as a regular participant (not a voting member) in Executive Board and Board of Director's Meetings;
- iii. Participate in updates to and implementation of the West Slope Community Wildfire Protection Plan (CWPP).
- iv. Assist with providing event venues, logistics, or other costs on behalf of OWPR where it is mutually agreed upon;
- v. Sponsor the Qualified Entity Home Hardening/Defensible Space Assessor Training Program, including location, training materials, food

- and other associated costs;
- vi. Participate in Defensible Space Assessment data collection as part of the overall County Defensible Space Goals;
- vii. Provide statistics, GIS mapping data, and other information regarding activities and accomplishments to OWPR for inclusion in reports to the Board of Supervisors, the public, and others;
- viii. Participate with OWPR in presentations to the Board of Supervisors and other groups;

ARTICLE I

Term: This Agreement shall become effective upon final execution by both parties hereto and shall remain in effect until terminated by one or both parties.

ARTICLE II

Nonbinding Agreement: Nothing in this MOU authorizes any of the parties to obligate or transfer anything of value. Specific, prospective projects or activities that involve the transfer of funds, services, property, and/or anything of value will require the execution of separate agreements and are contingent upon numerous factors, including, but not limited to, availability of appropriated funds and other resources, and County and EDCFSC administrative and legal requirements.

ARTICLE III

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

ARTICLE IV

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 V

Termination: County or EDCFSC may terminate this Agreement in whole or in part upon seven (7) calendar days' written notice.

ARTICLE VI

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 VII

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
Office of Wildfire Preparedness
and Resilience
360 Fair Lane
Placerville, California 95667

Attn.: Tanya Harlow
Acting Program Manager

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 EDCFSC 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 EDCFSC directs.

ARTICLE XIII

Administrator: The County Officer or employee with responsibility for administering this Agreement is Tanya Harlow, Acting Program Manager, Office of Wildfire Preparedness and Resilience, 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

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 XVI

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

ARTICLE XVI

Indemnity. To the fullest extent permitted by law, EDCFSC 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 EDCFSC 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 EDCFSC 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 XVI

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 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.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates indicated below.

--COUNTY OF EL DORADO--

By: 

Dated: 3/5/26

Sue Phillips
Interim Chief Administrative Officer

--EL DORADO COUNTY FIRE SAFE COUNCIL--

By: 

Dated: 3/5/26

Ken Pimlott
Chairperson
El Dorado County Fire Safe Council

El Dorado County Fire Safe Council

Exhibit A

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 accepts, solicits, or directs 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, any elected official, and the chief administrative officer (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 contribution(s), or been solicited to make a contribution by an Officer or had an Officer direct you to make a contribution 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 X 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(s) 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 X 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.

3/5/2026

Date

Ken Pimlott

Signature of authorized individual

El Dorado County Fire Safe Council
Organization Name

Ken Pimlott
Name of authorized individual