MEMORANDUM
OFFICE OF THE
COUNTY EXECUTIVE OFFICER
COUNTY OF PLACER

TO: Honorable Board of Supervisors

FROM: David Boesch, County Executive Officer
By: Brett Storey, Senior Management Analyst

DATE: July 8, 2014

SUBJECT: Foresthill Fire Protection District Grant Agreement

ACTION REQUESTED
Approve the Grant Agreement with Foresthill Fire Protection District (FHFDP) to fund a portion of their operations that occur in proximity to the Middle Fork Project area. This agreement can be renewed annually with funding available pursuant to the Middle Fork Project Memorandum of Agreement with Placer County Water Agency, at no net County cost.

BACKGROUND
Beginning in 2006, after Placer County (County) and the Placer County Water Agency (PCWA) created the Joint Powers Authority (JPA) for the Middle Fork Project (MFP) to ensure that the MFP would be operated, protected, and improved; a series of studies were performed that would be part of the Federal Energy Regulatory Commission (FERC) and California State Water Board (SWB) relicensing process. The information from the studies, environmental and economic plans, is currently under review so that a new license can be obtained for the project. One of the studies performed examined the recreation usage that may come to the project area over time due to the improvements. It is on that basis that any nexus relationships are accomplished.

In 2013, PCWA and the County signed an Memorandum of Agreement (MOA) to provide funding to ensure that services that protect and enhance the project would be continued the through the life of the project as annual operational costs based upon the nexus to the project. Staff has developed budget item funding that will be available to perform those various services such as public safety (Sheriff and fire); public accessibility services such as road repair, fuel reduction maintenance, and communications upgrades; as well as other impact on County revenues. This program and others that will utilize the agreement funding have been planned to designate reserve funds to accommodate growth of recreation as the project begins to implement new flows and opportunities per the new FERC license agreement. Staff expects the license agreement to be final as soon as 2016.

One of the areas of within public safety is provided by the FHFDP. The nexus analyses that were completed recognized that a portion of the services to the public in the MFP area will
continue to be provided by the FHFPD. The results of the studies and subsequent discussions have determined that an annual amount of $17,000 be utilized from the annual funds of the MFP MOA between the County of Placer and PCWA. The MOA which will provide payments of nexus costs related to the MFP to Placer County was approved October 17, 2013 by both agencies. This initial grant agreement is to be enacted for a term of one year (with annual extensions) until the SWB and FERC relicensing process has been concluded and all permanent conditions have been agreed upon. At that time, an agreement that reflects those conditions and term will be brought back to the Board for approval.

FISCAL IMPACT
There is no net County cost associated with the action requested. The funds related to MFP nexus “projects” are recommended as part of the appropriation in Community and Agency Support in the FY 2014-15 Proposed Budget. The resources for this agreement are to be paid from a fund that has been established and fully funded from the MOA between the County and PCWA for costs related to the MFP.

cc: Holly Heinzen, Chief Assistant CEO
    Rob Sandman, Deputy County Counsel

ATTACHMENT
FHFPD Grant Agreement
USE OF FUNDS AGREEMENT
MIDDLE FORK PROJECT NEXUS FUNDING

This Use of Funds Agreement made and entered into this __________ day of
______________, 2014, by and between the COUNTY OF PLACER, a political subdivision of
the State of California, hereinafter referred to as "County", and the FORESTHILL FIRE
PROTECTION DISTRICT, a California fire protection district, hereinafter referred to as
"Grantee".

WITNESSETH:

WHEREAS, Grantee provides emergency services support in the Foresthill region of
Placer County, as further described on Attachment A (the "Grantee Project").

WHEREAS, County has received certain funds to address public safety impacts
associated with the Middle Fork American River Hydroelectric Project (hereinafter "MFP
Funds") and seeks to use those funds for emergency services support in the Middle Fork
Project area.

WHEREAS, County has determined that the Grantee Project is an eligible project for the
use of MFP Funds.

WHEREAS, County desires to grant to Grantee MFP Funds in the amount of Seventeen
Thousand and 00/100 Dollars ($17,000.00) for calendar year 2014 to assist with
implementation of the Grantee Project on the terms and conditions stated herein.

NOW, THEREFORE, it is hereby agreed by and between the parties hereto as follows:

1. The Recitals listed above are incorporated into this Agreement.

2. County shall grant to Grantee MFP Funds in the amount of Seventeen Thousand
and 00/100 Dollars ($17,000.00), the "Grant Funds") within thirty (30) days of
receipt by County of a written request (the "Grant Request") from Grantee. Grantee
shall provide the Grant Request to County within ninety (90) days from the date of
this Agreement. The Grant Request shall state the account to which the Grantee
requests funds be deposited and other information reasonable and necessary to
allow the County to wire or otherwise deliver funds to Grantee.

3. Grantee shall use Grant Funds exclusively for the Grantee Project. Grantee shall
provide a written status report on the Grantee Project by January 31, 2015 in a
format reasonably requested by the County, including an accounting of the use of
the Grant Funds.

4. During the use of Grant Funds for the Grantee Project, Grantee shall recognize in
their final budget that the implementation of the Grantee Project was funded in part
by MFP Funds granted by the County of Placer. Recognition of the County may be
provided in the same manner as recognition provided to other Grantee Project
funding entities.
5. The Grantee Project shall be recognized into their budget no later than December 31, 2014, unless County grants an extension in writing. Any Grant Funds not implemented into their budget for the Grantee Project by December 31, 2014 shall be returned to the County, unless extended by the County.

6. Grantee shall comply with all laws, rules and regulations applicable to the Grantee Project and use of the Grant Funds.

7. All property and/or improvements purchased and/or installed by Grantee pursuant to this Agreement shall become the sole and separate property of Grantee as of the time said property and/or improvements are installed.

8. Grantee agrees that funds granted to it for the implementation of the Grantee Project shall not be used for any purpose not specified in this Agreement.

9. Grantee shall keep detailed accounting records in accordance with generally accepted accounting principles and as may be otherwise reasonably requested by County. County shall have the right to inspect said records at any reasonable time.

10. All notices to either party that may be required or authorized by this Agreement shall be in writing and either deposited in the United States Mail, postage prepaid or personally delivered. The notice shall be effective upon the date of personal delivery or date of mailing. Notices regarding this Agreement shall be sent or delivered to the Grantee or County at:

Grantee:

Foresthill Fire Protection District

County:

Placer County Executive Office
Attn: Middle Fork Project
175 Fulweiler Ave.
Auburn, CA 95603

Either party may amend its address for notice by notifying the other party in writing.

11. Grantee shall save, keep, hold harmless, defend, and indemnify County from all damages, costs, or expenses in law or equity that may at any time arise or be set up because of damages to property or personal injury received by reason of or in the course of performing work which may be occasioned by any willful or negligent act or omission of Grantee, any of Grantee's employees, agents, representatives,
contractors and/or subcontractors. Grantee shall be responsible for any liability imposed by law and for death, injury, or damage to property of any person including, but not limited to, workmen, subcontractors, and the public, resulting from any cause whatsoever during the progress of the work or at any time before or after its completion and final acceptance.

If any judgment is rendered against County for any injury, death or damage caused by Grantee as a result of work performed or completed, pursuant to this Agreement, Grantee shall, at its own expense, satisfy and discharge any judgment.

As used above, the term County means the County of Placer, its officers, agents, employees, and volunteers.

12. Grantee shall maintain at all times during the performance of this Agreement insurance coverage or self insurance in the amounts of not less than One Million Dollars ($1,000,000) to cover all of its operations, including, but not limited to not less than One Million Dollars ($1,000,000) general liability, One Million Dollars ($1,000,000) automobile Liability and One Million Dollars ($1,000,000) workers’ compensation. Grantee shall provide additional insured endorsements naming the County in a form satisfactory to the County’s Risk Manager. Grantee may meet the requirements of the Section 12 through a program of self-insurance acceptable to the County’s Risk Manager.

13. This Agreement shall inure to the benefit of, and bind the parties hereto, and their successors and assigns, including any and all entities to whom the property and facilities herein referred to may be transferred by reason of incorporation, annexation, unification, consolidation or for any other reason.

14. If any provision of this Agreement, as applicable to either party, or to any other person or circumstance, is for any reason held to be invalid, it should not affect the validity of any other provision of this Agreement. The waiver by either party hereto, of any breach, term, covenant or condition contained herein shall not constitute a waiver of any subsequent term, covenant or condition contained herein.

15. This is an integrated Agreement and contains all of the terms, conditions, understandings and promises of the parties. The terms of this Agreement may not be modified except upon the mutual written consent of the parties.

16. The parties agree that this Agreement may be extended and MFP Funds provided in one or more subsequent calendar years upon the mutual written agreement of both parties. Any such extension shall be documented in an amendment hereto executed and authorized by both parties in the same manner as this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on behalf of the persons duly authorized by the governing boards of the parties hereto.
[Signatures on following page]
County of Placer
“County”

By: __________________________

Print Name: __________________________

Its: __________________________

Date: __________________________

Approved As To Funds: Approved As To Form

By: __________________________  __________________________

Auditor  Date  County Counsel  Date

Foresthill Fire Protection District
“Grantee”

By: __________________________

Print Name: __________________________

Its: __________________________

Date: __________________________
Attachment A

[Description of Grantee Project]