

2021 Fuel Reduction Project Agreement

Larkspur Eucalyptus Removal FSM 2021-01

FireSafe Marin

Type of work: Chipper Program/Defensible Space/Egress/Ingress/Fuel Reduction in Marin

This FUEL REDUCTION PROJECT AGREEMENT (Agreement) is by and between PACIFIC GAS AND ELECTRIC COMPANY (PG&E), a California corporation, FireSafe Marin (Project Sponsor, or Council/501(c)(3)), a non-profit entity involved in wildfire prevention and education in the local community. This Agreement is effective as of the last signature date below.

1. General. As further described in this Agreement, PG&E grants funding for Council/501(c)(3)'s wildfire fuel reduction project described on the attached Exhibits 1 and 2 (the Project). The purpose of the grant is to encourage and support projects intended to mitigate wildfire hazards during the current fire season. Council/501(c)(3) is responsible for planning and completing the Project. PG&E grants the funding described in this Agreement, but PG&E will not provide any work, nor will it perform any ongoing maintenance. All Project work is the responsibility of Council/501(c)(3).

2. Project Costs. Council/501(c)(3)'s, total budget amount for the Project is stated in Exhibit 1 (Project Budget). PG&E agrees to pay Council/501(c)(3) half (50%) of the Project Budget upon execution of this Agreement, and to pay the lesser of the actual remaining cost of the Project or the other half (50%) of the Project Budget within 30 days after Project completion and receipt of documentation from Council/501(c)(3). Council/501(c)(3) agrees to use PG&E funds solely for Project costs, and further agrees that PG&E has no obligation to pay Council/501(c)(3) more than the total budget amount stated in Exhibit 1.

3. Project Completion. Council/501(c)(3) shall promptly submit monthly progress reports as PG&E may request, including a monthly work progress/status report and expense report. COUNCIL/501(C)(3), MUST COMPLETE THE PROJECT BEFORE THE END OF THE DECLARED FIRE SEASON. PG&E shall have no obligation to fund any work which is not completed by November 30, 2021, or not invoiced by December 15, 2021.

4. Documentation and Payment. Within 30 days after Project completion, but in no event later than December 15, 2021, Project Sponsor shall submit a final invoice for the amount due, along with the required documentation. All timelines for payment of invoices run from the date a correct invoice is received by the VM CEMA Team, VegMgtCEMAFuelReduction@pge.com. Invoices submitted to any other office, location or address, including a local PG&E office or the department in charge of the work, are not considered "received" for payment purposes. Final Project documentation must include all of the following:

- Final total cost of the Project
- A minimum of 30 photographs of the Project (10 before, 10 Progress photos and 10 after). Photos must be taken from the same spot & angle to sufficiently demonstrate progress or results.
- Name and address of contractor(s) used
- Final monthly work progress/status report
- Final monthly expense spending report

5. Compliance with Laws. Council/501(c)(3) shall comply with all applicable federal, state and local laws, rules and regulations, and shall obtain all applicable licenses and permits, for the conduct of its business and the Project.

6. Liability.

6.1 Except for PG&E's obligation to make payments to Council/501(c)(3) in accordance with this Agreement, Council/501(c)(3) releases PG&E, its affiliates, subsidiaries, parent company, officers, managers, directors, agents, and employees (PG&E Parties) from any liability that may arise out of or relate to PG&E's funding of the Project and this Agreement.

6.2 Council/501(c)(3) agrees to indemnify, hold harmless and defend the PG&E Parties from and against all claims, demands, losses, damages, costs, expenses, and liability (legal, contractual, or otherwise), which arise from or are in any way connected with any: (i) injury to or death of persons, including but not limited to employees of the PG&E Parties or Council/501(c)(3); (ii) injury to property or other interests of PG&E, Council/501(c)(3), or any third party; (iii) violation of a local, state, or federal common law, statute or regulation, including but not limited to environmental laws or regulations; or (iv) strict liability imposed by any law or regulation; so long as such injury, violation, or strict liability (as set forth in (i) thru (iv) above) arises from or is in any way connected with Council/501(c)(3)'s performance of, or failure to perform, the Project or this Agreement, however caused, regardless of any strict liability or negligence of PG&E, whether active or passive, excepting only such loss, damage, cost, expense, liability, strict liability, or violation of law or regulation that is caused by the gross negligence or willful misconduct of the PG&E Parties. Council/501(c)(3) shall, on PG&E's request, defend any action, claim, or suit asserting a claim which may be covered by this indemnity. Council/501(c)(3) shall pay all costs and expenses that may be incurred by PG&E in enforcing this indemnity, including reasonable attorney's fees. To the extent necessary, each Party was represented by counsel in the negotiation and execution of this Agreement.

7. Insurance. Council/501(c)(3) and its contractors and subcontractors working on the Project shall maintain such insurance as is customary and appropriate.

8. Subcontractors. Nothing contained in this Agreement or otherwise shall create any contractual relation between PG&E and any contractors or subcontractors of Council/501(c)(3). As between PG&E and Council/501(c)(3), Council/501(c)(3) is responsible for the acts and omissions of Council/501(c)(3)'s employees, agents, contractors and subcontractors.

9. Conflict of interest. Council/501(c)(3) shall use a reasonable and transparent process that avoids special treatment when determining which among all eligible properties shall be selected for the Project. Council/501(c)(3) shall consider all eligible properties and determine equitably while considering the interests of the general public, non-profit members, board members, politicians and others.

10. General. This Agreement shall be construed and interpreted in accordance with the laws of the State of California, excluding any choice of law rules which may direct the application of the laws of another jurisdiction. This Agreement, including Exhibits 1 and 2, constitutes the entire agreement and understanding between Council/501(c)(3) and PG&E as to the subject matter of the Agreement and supersedes all prior or contemporaneous agreements, commitments, representations, writings, and discussions, whether oral or written. No modification or change to this Agreement is effective unless in writing and signed by the authorized representative of each party.

IN WITNESS WHEREOF, an authorized agent of the parties has signed this Agreement and it is effective as of the last signature date below:

PACIFIC GAS AND ELECTRIC COMPANY

FIRE SAFE COUNCIL/501(C)(3)

By: _____

By: _____

Name: Sandra Blain

Name: _____

Title: Director, Contract & Project Mgmt.

Title: _____

Date signed: _____

Date signed: _____

Exhibit 1

2021 Fuel Reduction Project Agreement

Project Name: Larkspur Eucalyptus Removal FSM 2021-01

Not-to Exceed Total Project Budget Amount: \$50,000

PG&E will provide 50% of the total project budget at the beginning of work and 50% at the completion of the project.

First Payment: \$25,000

Final Payment: \$25,000

Fire Safe Council/501(c)(3)

Address:

Fiscal Sponsor Name:

Phone:

Contact Name and Title:

Email:

Phone:

Please initial that contact and mailing information is correct _____

If not, provide correct information. Please print clearly below:

Exhibit 2

2021 Fuel Reduction Project Agreement

Summary Description of the Project: