



## Greater Alpine Fire Safe Council 2019-2020 Defensible Space Rebate Program (DSRP) Participation Agreement

This Agreement, between Parcel Owner, [REDACTED] (“Owner”) and Greater Alpine Fire Safe Council (hereafter “GAFSC”) is for the purpose of allowing GAFSC to assist in removing the defensible space violations located on Owner’s property. In furtherance of GAFSC's hazardous fuels reduction project in the Alpine, CA area (“Project”), Owner agrees to participate in Project pursuant to the following terms and conditions:

- 1) Alpine Fire Protection District (“Fire Agency”) or a Registered Professional Forester (RPF) has inspected/will inspect your property to determine its needs for defensible space. Defensible space is considered the area within 100 horizontal feet of Owner's home and within 20 horizontal feet of driveways and roads unless otherwise defined by the fire marshal (the “Project Area”). The Fire Agency or RPF has made/will make recommendations regarding fire safe vegetation treatments within the Project Area for which GAFSC can contribute funding, as set forth below. The Fire Agency/RPF may have also recommended structural retrofits that can be undertaken to increase the likelihood of structural survivability during wildfire conditions; however, GAFSC cannot supply any funding toward structural retrofits despite these recommendations. Based upon the inspecting Fire Agency’s/RPF’s recommendations, GAFSC will accept the scope of work developed for the Project Area (“Scope of Work”).
- 2) GAFSC will contact a vegetation management contractor (“Contractor”) to provide Owner and GAFSC with a bid for the scope of work.
- 3) GAFSC will issue a “Notice to Proceed” to the Contractor who will arrange a time and date for the work with the Owner.
- 4) The selected contractor shall be solely responsible for the removal and/or thinning of vegetation from Owner’s property as determined by Scope of Work. Contractor will be responsible for supervising any work crews and use of equipment engaged in vegetation removal and thinning. Owner understands that even though the contractor has received fuels management materials from GAFSC, GAFSC DOES NOT WARRANT OR GUARANTEE THE QUALITY OF THE WORK PERFORMED BY THE CONTRACTOR.
- 5) If there are particular trees, bushes, landscaping or other vegetation that Owner desires to preserve in Project Area, then it is the responsibility of Owner to discuss this with the Fire Agency /RPF and determine if acceptable defensible space will be possible with such changes to the Scope of Work. If approved by the Fire Agency/RPF, it will be the responsibility of the Owner to identify and clearly mark such trees, bushes, landscaping or other vegetation and work with Contractor to ensure such specimens are preserved. Owner holds GAFSC harmless and not liable for any damage or destruction to marked trees and other vegetation or property in the Project Area.
- 6) GAFSC will contribute a grant of up to \$500 to carry out the Scope of Work. Should the Scope of Work cost more than \$500; the remaining cost will be shared between GAFSC

and Owner equally subject to the limitations set forth below. For example: if the total Scope of Work cost is \$1,000, GAFSC will make a \$500 grant, leaving a remainder of \$500 to be split equally between GAFSC and Owner. In this instance, the total cost to GAFSC will be \$750 and cost to Owner will be \$250. More examples are shown in the following table. **GAFSC will limit its contribution to a maximum of \$1,500.** Projects costing more than \$2,500 will receive \$1,500 from GAFSC and balance will be Owner's responsibility. Owners will sign a separate agreement to pay contractor any project costs not paid by GAFSC.

<b>Project Cost</b>	<b>Grant</b>	<b>Remaining Cost</b>	<b>GASFC Cost</b>	<b>Owner Cost</b>
\$250	\$250	\$0	\$250	\$0
\$500	\$500	\$0	\$500	\$0
\$1000	\$500	\$500	\$750	\$250
\$2000	\$500	\$1500	\$1250	\$750
\$2500	\$500	\$2000	\$1500	\$1000
\$3000	\$500	\$2500	\$1500	\$1500
\$3500	\$500	\$3000	\$1500	\$2000

- 7) Upon completion of Project, a final inspection of the Project will be conducted by the Fire Agency/RPF that created the original Scope of Work. After said inspection, Owner will be responsible for paying contractor Owner's share of the cost.
- 8) Owner understands that Project has limited funds. In the event that grant funding for Scope of Work for Owner's parcel is already exhausted when GAFSC receives the Scope of Work, GAFSC will not be able to fund any part of the project. In such case, Owner may (a) enter into separate agreement with Contractor; (b) enter into agreement with any other contractor of Owner's choosing; or (c) carry out the work him/herself to accomplish the Project.
- 9) If Owner desires additional work to be completed by Contractor outside of Scope of Work, Owner must enter into a separate agreement with Contractor.
- 10) Owner understands that vegetation will grow back and re-establish a high fire hazard unless treated area is maintained. GAFSC will provide guidance if requested by Owner in developing a plan to control re-growth of vegetation in the Project Area. However, Owner assumes all future responsibility to maintain the results of Project work.

11) **DISCLAIMER. OWNER UNDERSTANDS THAT IMPLEMENTING THE RECOMMENDATIONS PROVIDED BY GAFSC MAY REDUCE THE RISK OF DAMAGE FROM WILDFIRES ON OWNER'S PROPERTY. HOWEVER, THERE IS NO GUARANTEE OR WARRANTY BY GAFSC OR ANY FUNDING AGENCY THAT FUTURE WILDFIRES WILL NOT OCCUR ON OWNER'S PROPERTY OR THAT SUCH WILDFIRES WILL NOT DAMAGE OWNER'S PROPERTY OR NEIGHBORING PROPERTY OR POSE A HAZARD TO TRAVEL. OWNER ACCEPTS ALL RISKS OF FUTURE WILDFIRES ON OWNER'S PROPERTY AND ALL CONSEQUENCES THEREOF.**

 Owner(s) Initials, Date

12) LIMITATION OF LIABILITY. GAFSC SHALL HAVE NO LIABILITY UNDER ANY CIRCUMSTANCES FOR CONSEQUENTIAL, EXEMPLARY, SPECIAL, INCIDENTAL, OR PUNITIVE DAMAGES EVEN IF GAFSC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE LIABILITY OF GAFSC, REGARDLESS OF THE BASIS OF THE CLAIM, SHALL BE LIMITED TO THE AMOUNT GAFSC CONTRIBUTED FOR THE SCOPE OF WORK. THIS LIMITATION OF LIABILITY IS A MATERIAL TERM OF THIS AGREEMENT AND THIS AGREEMENT IS DEPENDENT UPON ITS INCLUSION.

13) Owner agrees to indemnify, defend and hold harmless GAFSC from and against any and all claims, demands, suits, causes of action, damages, loss, attorney's fees, or expense arising from or relating to this Agreement.

14) Owner grants GAFSC permission to photograph the Project Area both before and after the Scope of Work has been performed and to submit said photographs as documentation to the Funding Agency ONLY. GAFSC will make no other use of this information without first obtaining Owner's consent. Owner agrees to allow sharing of the Owner's contact information with the funding agency, the U.S. Forest Service (grant 15-PA-11050200-016), to verify the use of grant funds in accord with grant requirements.

15) Any disputes arising under this Agreement will be submitted to binding arbitration pursuant to the rules and procedures of the American Arbitration Association.

16) This agreement shall be interpreted in accordance with the laws of the State of California.

17) No waiver, modification, or amendment of any of the provisions of this agreement shall be binding unless it is in writing and signed by duly authorized representatives of both parties.

18) This Agreement sets forth all covenants, agreements, conditions, and understandings between the parties hereto.

19) Notwithstanding any other provision of this Agreement, GAFSC, at its sole discretion, may refuse to provide or terminate its service to any Defensible Space Rebate Program (DSRP) customer upon written notice to the customer.

20) If any term, covenant, condition or provision of this agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall continue in full force and effect and shall in no way be affected, impaired or invalidated.

Owner wishes to apply for the Defensible Space Rebate Program (DSRP) of GAFSC. Owner understands that any of Owner's costs incurred in creating the defensible space may be used by GAFSC as a contribution to the matching funds required by Grant. Owner understands this agreement and consents to any conditions and limitations stated in the above document.

**Owner(s) signature(s):**

Owner # 1 Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

Owner #2 Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

**PROPERTY/Owner Address:**

\_\_\_\_\_

Property Tax Assessor's Parcel Number (APN) \_\_\_\_\_

Mailing Address (if different): \_\_\_\_\_

Daytime Phone: \_\_\_\_\_ Alternate Phone: \_\_\_\_\_

Email: \_\_\_\_\_

**Greater Alpine Fire Safe Council:**

Signed: \_\_\_\_\_ Date: \_\_\_\_\_  
G. A. Neville Connell, President

Signed: \_\_\_\_\_ Date: \_\_\_\_\_  
Vicki Murphy, Treasurer

MAIL TO:  
GAFSC DEFENSIBLE SPACE REBATE  
PO BOX 342  
ALPINE, CA 91903

Contact Information: Diane Francis  
Email: [diane.firesafe@hotmail.com](mailto:diane.firesafe@hotmail.com)  
Telephone 1-619-445-4998