

AGREEMENT FOR SERVICES #8228

THIS AGREEMENT made and entered 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 Water District (also known as the "El Dorado Hills Fire Department"), a political subdivision of the State of California, whose principal place of business is 1050 Wilson Boulevard, El Dorado Hills, CA 95762 (hereinafter referred to as "District").

RECITALS

WHEREAS, County has determined that it is necessary to obtain expertise in fire-related components of emergency management to assist its Sheriff's Office of Emergency Services in providing emergency management services;

WHEREAS, District has represented to County that it can provide a staff member at the Battalion Chief level or higher who is specially trained, experienced, expert, and competent to perform the special services required hereunder;

WHEREAS, it is the intent of the parties hereto that such services be in conformity with all applicable state and local laws;

WHEREAS, County has determined that the provision of such services provided by District are in the public's best interest and that these services are more economically and feasibly performed by outside independent Contractors as well as authorized by El Dorado County Charter, Section 210(b)(6) and/or Government Code Section 31000;

NOW, THEREFORE, County and District mutually agree as follows:

ARTICLE I

Scope of Services: District agrees to furnish personnel, trainings, uniforms, vehicle and technology expenses, and associated costs to provide emergency management services for the Sheriff's Office of Emergency Services. Services shall include, but not be limited to, those tasks as identified in Exhibit A, marked "Scope of Work," incorporated herein and made by reference a part hereof.

For each work assignment, the specific services for each assignment may be determined at a meeting, by email, verbal direction, or telephone conference between the County's Contract Administrator or Project Manager and District.

ARTICLE II

Term: This Agreement shall become effective upon final execution by both parties hereto and shall expire on June 30, 2027.

ARTICLE III

Compensation for Services: For services provided herein, the County agrees to pay District on a quarterly basis upon the satisfactory completion and County's acceptance of work, in arrears. Payment shall be made within forty-five (45) days following County's receipt and approval of itemized invoices identifying the services rendered.

For the purposes hereof, the billing rates shall be in accordance with Exhibit B marked "Fee Schedule," incorporated herein and made by reference a part hereof.

The total amount of this Agreement shall not exceed \$850,000, inclusive of all costs, and expenses.

Itemized invoices shall follow the format specified by County and shall reference this Agreement number on their faces. Copies of documentation attached to invoices shall reflect District's charges for the specific services billed on those invoices.

Invoices shall be mailed to County at the following address:

County of El Dorado
Sheriff's Office
200 Industrial Drive
Placerville, California 95667

Attn.: Troy Morton, Lieutenant

or to such other location as County directs.

In the event that District fails to deliver, in the format specified, the required by this Agreement, County at its sole option may delay the payment for the period of time of the delay, cease all payments until such time as the required deliverables are received, or proceed as set forth below in ARTICLE XII, Default, Termination, and Cancellation, herein.

ARTICLE IV

Taxes: District certifies that as of today's date, it is not in default on any unsecured property taxes or other taxes or fees owed by District to County. District agrees that it shall not default on any obligations to County during the term of this Agreement.

ARTICLE V

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 VI

Status of District Employees. District personnel shall perform services as employees of District, performing under contract to County and no such District employee shall have any right or entitlement to any County pension, civil service status or rights, or any other such status or right with regard to County. All District personnel shall remain, at all times, employees of the District. Except as herein provided, County shall have no responsibility for the payment of any salaries,

wages, or other compensation to any District personnel performing services for the County pursuant to this Agreement. District shall indemnify, defend, and hold harmless the County from and against all claims, suits, losses, damages, and liability for damages of every name, kind, and description, including attorneys' fees and costs incurred (collectively, "Claims"), brought for, or on account of, any allegation that any personnel supplied by District pursuant to this Agreement is an

employee, joint employee, or agent of County, including, but not limited to; (i) the cost of any additional compensation or employee benefits (including, but not limited to, pension benefits and Workers' Compensation benefits) County is required to provide to or pay for on behalf of any personnel supplied by District; and (ii) any Claim brought by any personnel supplied by the District against the County based upon allegation of an employer-employee relationship between the personnel and the County.

ARTICLE VII

Confidentiality: District shall maintain the confidentiality and privileged nature of all records, including billing records, together with any knowledge therein acquired, in accordance with all applicable state and federal laws and regulations, as they may now exist or may hereafter be amended or changed. District, and all District's staff, employees, and representatives, shall not use or disclose, directly or indirectly at any time, any said confidential information, other than to County's Sheriff's Office for the purpose of, and in the performance of, this Agreement. This confidentiality provision shall survive after the expiration or earlier termination of this Agreement.

ARTICLE VIII

Assignment and Delegation: District is engaged by County for its unique qualifications and skills as well as those of its personnel. District shall not subcontract, delegate, or assign services to be provided, in whole or in part, to any other person or entity without prior written consent of County.

ARTICLE IX

Independent Contractor/Liability: District is, and shall be at all times, deemed independent and shall be wholly responsible for the manner in which it performs services required by the terms of this Agreement. District exclusively assumes responsibility for acts of its employees, associates, and subcontractors, if any are authorized herein, as they relate to services to be provided under this Agreement during the course and scope of their employment.

District shall be responsible for performing the work under this Agreement in a safe, professional, skillful, and workmanlike manner and shall be liable for its own negligence and negligent acts of its employees.

ARTICLE X

Fiscal Considerations: The parties to this Agreement recognize and acknowledge that County is a political subdivision of the State of California. As such, County is subject to the provisions of Article XVI, Section 18 of the California Constitution and other similar fiscal and procurement laws and regulations and may not expend funds for products, equipment, or services not budgeted in a given fiscal year. It is further understood that in the normal course of County business, County will adopt a proposed budget prior to a given fiscal year, but that the final adoption of a budget does not occur until after the beginning of the fiscal year.

Notwithstanding any other provision of this Agreement to the contrary, County shall give notice

of cancellation of this Agreement in the event of adoption of a proposed budget that does not provide for funds for the services, products, or equipment subject herein. Such notice shall become effective upon the adoption of a final budget, which does not provide funding for this Agreement. Upon the effective date of such notice, this Agreement shall be automatically terminated and County released from any further liability hereunder, except that compensation for work performed up to the date of cancellation/termination shall be paid to District.

In addition to the above, should the Board of Supervisors during the course of a given year for financial reasons reduce or order a reduction in the budget for any County department for which services were contracted to be performed, pursuant to this paragraph in the sole discretion of County, this Agreement and/or any Work Order issued pursuant to the Agreement may be deemed to be canceled in its entirety subject to payment for services performed prior to cancellation.

ARTICLE XI

Audit by California State Auditor: District acknowledges that if total compensation under this Agreement is greater than \$10,000.00, this Agreement is subject to examination and audit by the California State Auditor for a period of three (3) years, or for any longer period required by law, after final payment under this Agreement, pursuant to California Government Code § 8546.7. In order to facilitate these potential examinations and audits, District shall maintain, for a period of at least three (3) years, or for any longer period required by law, after final payment under the Agreement, all books, records, and documentation necessary to demonstrate performance under the Agreement.

ARTICLE XII

Default, Termination, and Cancellation:

- A. **Default:** Upon the occurrence of any default of the provisions of this Agreement, a party shall give written notice of said default to the party in default (notice). If the party in default does not cure the default within ten (10) days of the date of notice (Time to Cure), then such party shall be in default. The Time to Cure may be extended at the discretion of the party giving notice. Any extension of Time to Cure must be in writing, prepared by the party in default for signature by the party giving notice, and must specify the reason(s) for the extension and the date in which the extension of Time to Cure expires.

Notice given under this section shall specify the alleged default and the applicable Agreement provision and shall demand that the party in default perform the provisions of this Agreement within the applicable period of time. No such notice shall be deemed a termination of this Agreement unless the party giving notice so elects in this notice, or the party giving notice so elects in a subsequent written notice after the Time to Cure has expired. In the event of termination, County reserves the right to take over and complete the work by contract or by any other means.

- B. **Bankruptcy:** This Agreement, at the option of County, shall be terminable in the case of bankruptcy, voluntary or involuntary, or insolvency of District.

- C. **Ceasing Performance:** County may terminate this Agreement immediately in the event District ceases to operate as a governmental entity or otherwise becomes unable to substantially perform any term or condition of this Agreement.
- D. **Termination or Cancellation without Cause:** Either party may terminate this Agreement or any individual Work Order issued pursuant to this Agreement in whole or in part upon ninety (90) calendar days' written notice by such party without cause. If such prior termination is affected, County will pay for satisfactory services rendered prior to the effective dates, as set forth in the Notice of Termination provided to District, and for such other services which County may agree to in writing as necessary for contract resolution. In no event, however, shall County be obligated to pay more than the not to exceed amount of the Work Order or the total amount of the Agreement. Upon receipt of a Notice of Termination, District shall promptly discontinue all services affected, as of the effective date of termination set forth in such Notice of Termination, unless the Notice directs otherwise.

ARTICLE XIII

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
Sheriff's Office
200 Industrial Drive
Placerville, California 95667

Attn.: Troy Morton
Lieutenant

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 District shall be addressed as follows:

El Dorado County Water District
1050 Wilson Boulevard
El Dorado Hills, California 95682

Attn.: Maurice Johnson
Fire Chief

or to such other location as District directs.

ARTICLE XIV

Change of Address: In the event of a change in address for District's principal place of business, District's Agent for Service of Process, or Notices to District, District shall notify County in writing as provided in ARTICLE XIII, Notice to Parties. Said notice shall become part of this Agreement

upon acknowledgment in writing by County's Contract Administrator, and no further amendment of the Agreement shall be necessary provided that such change of address does not conflict with any other provisions of this Agreement.

ARTICLE XV

Indemnity: District shall defend, indemnify, and hold County and its officers, agents, employees, and representatives harmless against and from any and all claims, suits, losses, damages, and liability for damages of every name, kind, and description, including attorneys' 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 District's services, operations, or performance hereunder, except for the sole, active negligence of County, its officers, agents, employees and representatives, or as expressly prescribed by statute.. County shall defend, indemnify and hold District and its officer, agents employees and representatives harmless against and from any and all claims, suits, losses, damages and liability for damages of every name, kind and description, including attorneys' fees and costs incurred, brought for, or on account of, injuries to , or death of any person including but not limited to workers, District 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, County's services, operations, or performance hereunder., except for the sole or active negligence of District, its officers, agents, employees, and representatives, or as expressly prescribed by statute. This duty of each party to indemnify, defend and save harmless the other includes the duties to defend set forth in California Civil Code Section 2778.

ARTICLE XVI

Insurance: District shall provide proof of a policy of insurance satisfactory to County's Risk Management Division and documentation evidencing that District maintains insurance that meets the following requirements:

- A. Full Workers' Compensation and Employers' Liability Insurance covering all employees of District as required by law in the State of California.
- B. Commercial General Liability Insurance of not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage and a \$2,000,000 aggregate limit.
- C. Automobile Liability Insurance of not less than \$1,000,000 is required in the event motor vehicles are used by District in performance of the Agreement.
- D. In the event District is a licensed professional or professional consultant and is performing professional services under this Agreement, Professional Liability Insurance is required with a limit of liability of not less than \$1,000,000.
- E. District shall furnish a certificate of insurance satisfactory to County's Risk Management Division as evidence that the insurance required above is being maintained.

- F. The insurance will be issued by an insurance company acceptable to County's Risk Management Division or be provided through partial or total self-insurance likewise acceptable to the Risk Management Division.
- G. District agrees that the insurance required herein shall be in effect at all times during the term of this Agreement. In the event said insurance coverage expires at any time or times during the term of this Agreement, District agrees to provide at least thirty (30) days prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of term of the Agreement, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of Risk Management and District agrees that no work or services shall be performed prior to the giving of such approval. In the event District fails to keep in effect at all times insurance coverage as herein provided, County may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event.
- H. The certificate of insurance must include the following provisions stating that:
1. The insurer will not cancel the insured's coverage without prior written notice to County; and
 2. The County of El Dorado, its officers, officials, employees, and volunteers are included as additional insured, on an additional insured endorsement, but only insofar as the operations under this Agreement are concerned. This provision shall apply to the general liability policy.
- I. District's insurance coverage shall be primary insurance in respect to County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by County, its officers, officials, employees, or volunteers shall be in excess of District's insurance and shall not contribute with it.
- J. Any deductibles or self-insured retentions must be declared to and approved by County. At the option of County, either: The insurer shall reduce or eliminate such deductibles or self-insured retentions in respect to County, its officers, officials, employees, and volunteers; or District shall procure a bond guaranteeing payment of losses and related investigations, claim administration, and defense expenses.
- K. Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to County, its officers, officials, employees, or volunteers.
- L. The insurance companies shall have no recourse against the County of El Dorado, its officers, and employees or any of them for payment of any premiums or assessments under any policy issued by any insurance company.
- M. District's obligations shall not be limited by the foregoing insurance requirements and shall survive the expiration of this Agreement.

- N. In the event District cannot provide an occurrence policy, District shall provide insurance covering claims made as a result of performance of this Agreement for not less than three (3) years following completion of performance of this Agreement.
- O. The certificate of insurance shall meet such additional standards as may be determined by the contracting County department, either independently or in consultation with County's Risk Management Division as essential for protection of County.

ARTICLE XVII

Interest of Public Official: No official or employee of County who exercises any functions or responsibilities in review or approval of services to be provided by District under this Agreement shall participate in or attempt to influence any decision relating to this Agreement which affects personal interest or interest of any corporation, partnership, or association in which he/she is directly or indirectly interested; nor shall any such official or employee of County have any interest, direct or indirect, in this Agreement or the proceeds thereof.

ARTICLE XVIII

Interest of District: District covenants that District presently has no personal interest or financial interest, and shall not acquire same in any manner or degree, in either: 1) any other contract connected with or directly affected by the services to be performed by this Agreement; or, 2) any other entities connected with or directly affected by the services to be performed by this Agreement. District further covenants that in the performance of this Agreement no person having any such interest shall be employed by District.

ARTICLE XIX

Conflict of Interest: The parties to this Agreement have read and are aware of the provisions of Government Code Section 1090 et seq. and Section 87100 relating to conflict of interest of public officers and employees. District attests that it has no current business or financial relationship with any County employee(s) that would constitute a conflict of interest with provision of services under this Agreement and will not enter into any such business or financial relationship with any such employee(s) during the term of this Agreement. County represents that it is unaware of any financial or economic interest of any public officer or employee of District relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement either party may immediately terminate this Agreement by giving written notice as detailed in ARTICLE XII, Default, Termination, and Cancellation, herein.

ARTICLE XX

Nondiscrimination:

- A. County may require District's services on projects involving funding from various state and/or federal agencies, and as a consequence, District shall comply with all applicable nondiscrimination statutes and regulations during the performance of this Agreement including but not limited to the following: District and its employees and representatives shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, mental disability, medical condition, genetic information, military or veteran status, marital status, age, gender, gender identity,

gender expression, sexual orientation, or sex; District shall, unless exempt, comply with the applicable provisions of the Fair Employment and Housing Act (Government Code, Sections 12900 et seq.) and applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Sections 7285.0 et seq.); the applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990, set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations incorporated into this Agreement by reference and made a part hereof as if set forth in full; and Title VI of the Civil Rights Act of 1964, as amended. District and its employees and representatives shall give written notice of their obligations under this clause as required by law.

- B. Where applicable, District shall include these nondiscrimination and compliance provisions in any of its agreements that affect or are related to the services performed herein.
- C. District's signature executing this Agreement shall provide any certifications necessary under the federal laws, the laws of the State of California, including but not limited to Government Code Sections 12990 and 8355 and Title 2, California Code of Regulations, Section 8103.

ARTICLE XXI

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

ARTICLE XXII

County Payee Data Record Form: All independent contractors or corporations providing services to County who do not have a Department of the Treasury Internal Revenue Service Form W-9 (Form W-9) on file with County must file a County Payee Data Record Form with County.

ARTICLE XXIII

Licenses: District hereby represents and warrants that District and any of its subcontractors employed under this Agreement has all the applicable licenses, permits, and certifications that are legally required for District and its subcontractors to practice its profession or provide the services or work contemplated under this Agreement in the State of California. District and its subcontractors shall obtain or maintain said applicable licenses, permits, or certificates in good standing throughout the term of this Agreement.

ARTICLE XXIV

California Forum and Law: 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.

ARTICLE XXV

Contract Administrator: The County Officer or employee with responsibility for administering this Agreement is Lieutenant Troy Morton, Sheriff's Office of Emergency Services, or successor.

ARTICLE XXVI

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 the obligations set forth herein.

ARTICLE XXVII

Partial Invalidity: If any provision, sentence, or phrase of the Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions, sentences, and phrases will continue in full force and effect without being impaired or invalidated in any way.

ARTICLE XXVIII

No Third Party Beneficiaries: Nothing in this Agreement is intended, nor will be deemed, to confer rights or remedies upon any person or legal entity not a party to this Agreement.

ARTICLE XXIX

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 XXX

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: Wendy Thomas
Board of Supervisors
"County"

Dated: 12/12/2023

Attest:
Kim Dawson
Clerk of the Board of Supervisors

By: Hyra Schaffner
Deputy Clerk

Dated: 12/12/23

-- EL DORADO COUNTY WATER
DISTRICT --

By: Maurice Johnson
Fire Chief
"District"

Dated: 11-1-23

By: Jessica Braddock
Jessica Braddock
Director of Finance

Dated: 11/2/2023

El Dorado County Water District

Exhibit A Scope of Work

District agrees to provide a 1.0 FTE Battalion Chief to assist the County with emergency management services in accordance with the terms and conditions of this Agreement. The employee assigned by the District shall provide emergency management services for all aspects of mitigation, preparedness, response, and recovery. The following are general examples of duties:

- Development and implementation of emergency response plans.
- Coordinate or oversee response efforts during an emergency.
- Conducting risk assessments and hazard analyses.
- Facilitating and/or training of employees, and stakeholders.
- Facilitating and/or hosting large scale exercises.
- Coordinating/liaison with local authorities and agencies, to include during emergencies.
- Maintaining and updating emergency equipment and supplies.
- Provide expertise from the perspective of the fire service.
- Facilitate or assist with public preparedness drills, meetings, and other tasks.
- Facilitate or assist with Disaster Council meetings and tasks.
- Assist where appropriate with strategic plan goals.
- Emergency Operation Center (EOC) duties as assigned during an activation, which may include any EOC position.
- EOC preparedness and organization tasks.
- Fire Rescue Operational Area (OA) coordinator duties
- Incident Management Team (IMT) duties
- Attend emergency management training courses.
- Attend relevant meetings with numerous partners, cooperators, and stakeholders as needed.
- Assist with community engagement activities.
- Grant related activities as assigned.
- Emergency management-related tasks as assigned by the Office of Emergency Services (OES) lieutenant or other Sheriff's OES chain of command management.

The employee assigned by the District to perform the aforementioned services shall perform the services diligently, competently, and in accordance with industry standards and best practices.

County and the District must mutually agree on the specific employee being assigned pursuant to this agreement. If the County, in its discretion, is dissatisfied with the services being provided by the assigned District employee, the County and District shall meet in good faith to discuss potential solutions, including, but not limited to, the assignment of a different District employee to perform the services. Nothing in this scope of work shall prejudice any right provided to either party under this Agreement, including, but not limited to, rights granted under Article XII.

The assigned employee shall report to the OES lieutenant. Any conflicts should be resolved between the employee and the OES lieutenant. If the conflicts are not able to be resolved at that level, they should be resolved via good faith discussion between the El Dorado Hills Fire Chief and the OES lieutenant or other Sheriff's OES administrative personnel in the chain of command.

El Dorado County Water District

Exhibit B

Fee Schedule

Year	Total Annual Cost	Annual County Cost	Annual District Cost
2023-2024	\$350,647	\$205,000*	\$145,647
2024-2025	\$371,685**	\$210,000	\$161,686
2025-2026	\$380,977	\$215,000	\$165,977
2026-2027	\$390,501	\$220,000	\$170,501

*Cost will be paid for the number of months worked in FY2023-2024

**Assumes 6% increase due to new agreement

Item	District Cost	County Costs	
Response Vehicle	\$175,000	Fuel	Maintenance included
Laptop	\$4,000	\$0	IT Support Included
Cell/IPAD	\$3,000	\$0	IT Support Included
Uniforms	\$800	\$0	Annually

El Dorado County Water District

Exhibit C

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 receives 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, and any elected official (collectively "Officer"). It is District'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 contributions 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 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.

11-1-23

Date

El Dorado Hills Fire

Type or write name of company

Maurice Johnson

Maurice Johnson

Type or write name of authorized individual