

FIRST AMENDMENT TO AGREEMENT FOR SERVICES #8228

THIS FIRST AMENDMENT to that Agreement for Services #8228 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 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, District has been engaged by County to provide services pursuant to Agreement for Services #8228, dated 12/12/2023, incorporated herein and made by reference a part hereof (hereinafter referred to as "Agreement");

WHEREAS, the parties hereto desire to amend the Agreement to update the scope of work and add **Amended Exhibit A**;

WHEREAS, the parties hereto desire to amend the Agreement to include a new fee schedule for the Agreement, amending **ARTICLE III, Compensation for Services**, and adding **Amended Exhibit B**;

NOW, THEREFORE, in consideration of the foregoing and the mutual promises and covenants hereinafter contained, County and Consultant mutually agree to amend the terms of the Agreement in this First Amendment to Agreement on the following terms and conditions:

- I. The parties hereby agree to permit the services described in the Agreement to be performed by a District employee with a rank of Captain or above, and not to be limited to a Battalion Chief. All references to Battalion Chief throughout the Agreement shall read as referring to a District employee with a rank of Captain or above.
- II. Amended Exhibit A is attached hereto and incorporated herein by reference. As of the effective date of this First Amendment to the Agreement, all references in the Agreement to Exhibit A shall be deemed to refer to the Amended Exhibit A attached hereto.
- III. Amended Exhibit B is attached hereto and incorporated herein by reference. **ARTICLE III Compensation for Services**, paragraph two is amended in its entirety to read as follows:

ARTICLE III Compensation for Services, For the purposes hereof, for the period beginning with the effective date of this Agreement and continuing until the effective date of the First Amendment to the Agreement, the billing rates shall

be in accordance with Exhibit B, marked "Fee Schedule," attached to the Agreement. For the period beginning with the effective date of the First Amendment to the Agreement and continuing through the remaining term of the Agreement, the billing rates shall be in accordance with Amended Exhibit B, marked "Fee Schedule," attached to the First Amendment to the Agreement.

IV. ARTICLE XXI, Conflict of Interest, of the Agreement is amended in its entirety to read as follows:

Conflict of Interest: The parties to this Agreement have read and are aware of the provisions of Government Code section 1090 et seq. and the Political Reform Act of 1974 (section 87100 et seq.), relating to conflict of interest of public officers and employees. Individuals who are working for Consultant and performing work for County and who are considered to be consultant within the meaning of Title 2, California Code of Regulations, section 18700.3, as it now reads or may thereafter be amended, are required to file a statement of economic interest in accordance with County's Conflict of Interest Code. County's Contract Administrator shall at the time this Agreement is executed make an initial determination whether or not the individuals who will provide services or perform work pursuant to this Agreement are consultants within the meaning of the Political Reform Act and County's Conflict of Interest Code. Statements of economic interests are public records subject to disclosure under the California Public Records Act.

Consultant covenants that during the term of this Agreement neither it, or any officer or employee of Consultant, has or shall acquire any interest, directly or indirectly, in any of the following:

1. Any other contract connected with, or directly affected by, the services to be performed by this Agreement.
2. Any other entities connected with, or directly affected by, the services to be performed by this Agreement.
3. Any officer or employee of County that are involved in this Agreement.

If Consultant becomes aware of a conflict of interest related to this Agreement, Consultant shall promptly notify County of the existence of that conflict, and County may, in its sole discretion, immediately terminate this Agreement by giving written notice of termination specified in ARTICLE XIII, Default, Termination, or Cancellation.

Pursuant to Government Code section 84308 (SB 1439, the Levine Act), Consultant 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 Consultant, if any, to any officer of County.

Except as herein amended, all other parts and sections of Agreement for Services #8228 shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to Agreement for Services #8228 on the dates indicated below.

-- COUNTY OF EL DORADO --

By: 

Board of Supervisors
"County"

Dated: 4/8/25

Attest:

Kim Dawson
Clerk of the Board of Supervisors

By: 

Deputy Clerk

Dated: 4/8/25

-- EL DORADO COUNTY WATER DISTRICT --

By: Mike Lilienthal

Michael Lilienthal
Fire Chief
"Consultant"

Dated: March 21, 2025

By: Christina Braddock

Director of Finance

Dated: March 21, 2025

**El Dorado County Water District
Amended Exhibit A
Scope of Work**

District agrees to provide a 1.0 FTE with a rank of Captain or above 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 Sheriffs 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 Sheriffs OES administrative personnel in the chain of command.

El Dorado County Water District

Amended 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

EDHFD's Investment into the Sheriff/OES Fire Services Coordinator Position

Year	County Reimbursement to EDHFD	EDHFD Total Compensation Cost-Captain	Amount of EDHFD's Contribution
2025-2026	\$215,000	\$260,000	\$45,000
2026-2027	\$220,000	\$270,400	\$50,400

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 accepts, solicits, or directs any political contributions totaling more than five hundred dollars (\$500) 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 Contractor'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 \$500 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 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 \$500 to an Officer of the County of El Dorado in the twelve months following any Officer action related to this contract?

_____ YES 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.

March 21, 2025
Date

El Dorado Hills Fire
Type or write name of company

Mike Lilienthal
Signature of authorized individual

Michael Lilienthal, Fire Chief
Type or write name of authorized individual