

Jensen Hughes
Community Wildfire Protection Plan Update

AGREEMENT FOR SERVICES #8527

THIS AGREEMENT, 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 Jensen Hughes, Inc., a Maryland corporation duly qualified to conduct business in the State of California, whose principal place of business is 3610 Commerce Drive, Suite 817, Baltimore, Maryland 21227, whose local address is 1000 Wilshire Boulevard, Suite 250, Los Angeles, California 90017 (hereinafter referred to as "Consultant").

RECITALS

WHEREAS, County has determined that it is necessary to obtain a consultant to assist its Chief Administrative Office in updating its existing Western El Dorado County Community Wildfire Protection Plan (CWPP);

WHEREAS, Consultant has represented to County that it is specially trained, experienced, is an expert, and competent to perform the special services described in ARTICLE I Scope of Work; that it is an independent and bona fide business operation, advertises and holds itself as such, is in possession of a valid business license, and is customarily engaged in an independently established business that provides similar services to others; and County relies upon those representations;

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 Consultant are in the public's best interest and that these services are more economically and feasibly performed by outside independent Consultants, in accordance with El Dorado County Ordinance Code, Section 3.13.030, by El Dorado County Charter section 210(b)(6) and/or Government Code section 31000;

WHEREAS, on December 7, 2023, Consultant was formally awarded competitive Request for Proposals (RFP) 24-918-013 for Western El Dorado County Community Wildfire Protection Plan Update;

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

ARTICLE I

Scope of Work: Consultant is engaged in the business of doing the services and tasks required under this Agreement, including those services and tasks that are identified in Exhibit A, marked "Scope of Work," incorporated herein and made by reference a part hereof, or as identified in individual Work Orders to be issued in accordance with this

Agreement, and those services and tasks that are reasonably necessary for the completion of the work identified in the Scope of Work.

The receipt of this fully executed Agreement is Consultant's Notice to Proceed with the work specified herein. No payment will be made for any work performed prior to the effective date of the Agreement.

Consultant agrees to furnish, at Consultant's own cost and expense, all personnel, equipment, tools, materials, and services necessary to perform the services and tasks required under this Agreement, including those services and tasks that are identified in Exhibit A, and those services and tasks that are reasonably necessary for the completion of the work identified in the Scope of Work.

In addition to the specific services identified in Exhibit A, this Agreement may also include additional scope of work items or Contingency Work. Such Contingency Work may supplement, expand, or otherwise modify the Scope of Work or may include tasks that are deemed critical by County's Contract Administrator to the furtherance of the project. Before proceeding with any work concerning Contingency Services under this Agreement, the parties shall identify the specific services to be provided for each assignment. The specific services for each Contingency Services work assignment shall be determined at a meeting, by email, or telephone conference between Consultant and County's Contract Administrator, or Project Manager, to discuss the needs, applicable standards, required deliverables, and specific Consultant staff. Within an agreed timeframe as determined by County's Contract Administrator, following the meeting or telephone conference, Consultant shall provide County's Contract Administrator with a written scope of work, a schedule including a list of tasks with completion dates, a target completion date for the overall scope of work, and a not-to exceed cost itemization to complete the work (resulting in a Work Order), which shall require written approval, authorization, and written notification to proceed from County's Contract Administrator, prior to commencement of the work.

The period of performance for Work Orders shall be in accordance with dates specified in each Work Order. No payment will be made for any work performed before or after the period of performance in the Work Order unless County's Contract Administrator and Consultant amend the Work Order. No Work Order will be written which exceeds the cumulative total of the not-to-exceed dollar amount of this Agreement. No Work Order will be written which extends beyond the expiration date of this Agreement.

Deliverables shall be submitted via electronic file and Consultant shall produce the file using Microsoft Office (MS) 365 applications (specifically, MS Word, MS PowerPoint, and MS Excel). Signed reports shall be submitted in Adobe portable document format (PDF). All deliverables shall be submitted in the language, format and design that are compatible with and completely transferable to County's computer, and that are acceptable to County's Contract Administrator. Newer versions of software may be used and other types of software used for analytical purposes may be authorized if approved in advance of the submittal by County's Contract Administrator. Consultant shall submit all

deliverables to County's Contract Administrator in accordance with completion time schedules identified in the individual Work Orders issued pursuant to this Agreement. Failure to submit the required deliverables in the format required may be grounds for termination of the Agreement, as provided in ARTICLE XIV, Default, Termination, and Cancellation, herein.

Consultant shall perform the services and tasks required under this Agreement in a safe, professional, skillful, and workmanlike manner. Consultant is responsible for ensuring that its employees, as well as any subconsultant if applicable, perform the services and tasks required under this Agreement accordingly. All of the services included in the Scope of Work, or in the individual Work Orders issued pursuant to this Agreement, are the responsibility of Consultant unless specifically described as a task or item of work to be provided by County.

ARTICLE II

Term: This Agreement shall become effective upon final execution by both parties hereto and shall expire two (2) years thereafter.

ARTICLE III

Compensation for Services: For services provided herein, including any deliverables that may be identified in the individual Work Orders issued pursuant to this Agreement, County agrees to pay Consultant 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 invoices identifying the services rendered.

Notwithstanding any other provision of this Agreement to the contrary, payments to Consultant for travel, lodging, per diem, and mileage expenses, if applicable, for Consultant's claims for reimbursement shall not exceed the rates to be paid to County employees under the current Board of Supervisor's Travel Policy in effect at the time the expenses are incurred, without markup. Any individual travel expense exceeding one hundred dollars (\$100) and any work requiring overnight stay must be approved in advance by County's Contract Administrator. Consultant is responsible for canceling hotel rooms before the cancellation period ends and should record the cancellation number in case of disputes. Consultant shall not be reimbursed for "no-show" hotel charges unless there are unavoidable reasons for not cancelling the room and County's Contract Administrator has determined that the reasons are valid. Any reimbursements for such expenses, if any, will only be made if such expenses are included in the fully executed Work Order issued pursuant to this Agreement.

Other direct costs, including but not limited to, materials, equipment, printing, delivery charges, and copying costs, authorized herein shall be invoiced at Consultant's cost, with no markup, for the services rendered. Rates and fees, included in such direct costs, will require prior authorization from County's Contract Administrator or successor. Any invoices that include other direct costs shall be accompanied by backup documentation to substantiate Consultant's costs for the services being billed on those invoices.

For the purposes hereof, the billing rates shall be in accordance with Exhibit B, marked "Rates and Cost Estimate," incorporated herein and made by reference a part hereof. The hourly rates listed in Exhibit B may be adjusted on an annual basis upon completion of the first twelve (12) consecutive months with thirty (30) days prior written notice from Consultant and prior written approval by County's Contract Administrator. The rate increase shall not exceed three and a half percent (3.5%) annually. Any rate increases authorized by County's Contract Administrator shall not increase the total not-to-exceed amount of the Agreement. In no event shall the total not-to-exceed amount of the Agreement be exceeded.

For the purposes of budgeting the Tasks in Exhibit A, the billing amounts for each Task are identified in Exhibit B. In the performance of the scope of services to be provided under this Agreement, Consultant may request to reallocate the expenses listed in Exhibit B among the various Scope of Work Tasks and Project Contingency identified therein, subject to County Contract Administrator's prior written approval. In no event shall the total not-to-exceed amount of the Agreement be exceeded.

The total amount of this Agreement shall not exceed \$250,000, inclusive of all Work Orders and amended Work Orders, and all costs, taxes, and expenses. It is understood and agreed that there is no guarantee, either expressed or implied that this dollar amount will be authorized under this Agreement through Work Orders.

Itemized invoices shall follow the format specified by County and shall reference this Agreement number and the County-supplied Work Order number both on their faces. Consultant shall attach copies of any progress reports required under the provisions of ARTICLE V, Progress Reports, herein, that relate to the services being billed, as backup documentation to any invoices submitted for payment under the terms of this Agreement. Copies of documentation attached to invoices shall reflect Consultant's charges for the specific services billed on those invoices. Consultant shall bill County for only one (1) Work Order per invoice. Invoices shall be mailed to County at the following address:

Invoices shall be mailed to County at the following address:

County of El Dorado
Chief Administrative Office
Office of Wildfire Preparedness and Resilience
330 Fair Lane
Placerville, California 95667

Attn.: Tom Meyer
Program Manager

or to such other location as County directs.

In the event that Consultant fails to deliver, in the format specified, the deliverables and progress reports required by this Agreement or in the individual Work Orders issued pursuant to 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 or

progress reports are received, or proceed as set forth below in ARTICLE XIV, Default, Termination, and Cancellation, herein.

ARTICLE IV

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

ARTICLE V

Progress Reports: Consultant shall submit written progress reports to County's Contract Administrator at intervals that are commensurate with the requirements of the tasks and items of work being performed and based upon a mutually agreeable schedule. At a minimum, Consultant shall submit written progress reports once per month. Consultant shall prepare the reports in a sufficiently detailed manner for County's Contract Administrator to determine if Consultant is performing to expectations and is on schedule to provide the services and deliverables described in the Scope of Work, to provide communication of interim findings, and to afford occasions for airing difficulties or special circumstances encountered so that remedies can be developed. County shall review the report to ensure that Consultant's services and deliverables adhere to current County requirements applicable to the project as determined by County's Contract Administrator, and Consultant shall modify its work if the County's Contract Administrator determined it is necessary to meet current County requirements applicable to the project. Separate detail shall be provided for each ongoing Work Order. Consultant shall include in a progress report the total number of hours worked by Consultant and any authorized subconsultants; a description of the tasks and work performed, including a description of any deliverables submitted during the reporting period; and the anticipated tasks, work, and deliverables proposed for the subsequent reporting period. Any invoices submitted by Consultant for payment under the terms of this Agreement shall include copies of the progress reports that relate to the services being billed on those invoices.

ARTICLE VI

Ownership of Data: Upon completion or earlier termination of all services under this Agreement, or upon the completion or earlier termination of services provided in accordance with individual Work Orders issued pursuant to this Agreement, ownership and title to all reports, documents, plans, maps, specifications, estimates, compilations, photographs, videos, and any and all other materials or data produced or obtained as part of this Agreement will automatically be vested in County without restriction or limitation on their use, and no further agreement will be necessary to transfer ownership to County. Copies may be made for Consultant's records, but shall not be furnished to others without prior written authorization from County's Contract Administrator. Such deliverables shall be deemed works made for hire and all rights in copyright therein shall be retained by County. Consultant shall furnish County all necessary copies of data, including data stored in electronic format, needed to complete the review and approval process of the services and deliverables provided under this Agreement.

ARTICLE VII

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 VIII

Consultant to County: It is understood that the services provided under this Agreement shall be prepared in and with cooperation from County and its staff. It is further understood that this Agreement does not create an exclusive relationship between County and Consultant, and Consultant may perform similar work or services for others. However, Consultant shall not enter into any agreement with any other party or provide any information in any manner to any other party, that would conflict with Consultant's responsibilities or hinder Consultant's performance of services hereunder, unless County's Contract Administrator, in writing, authorizes that agreement or sharing of information.

ARTICLE IX

Confidentiality: Consultant 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. Consultant, and all Consultant'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 Chief Administrative 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 X

Assignment and Delegation: Consultant is engaged by County for its unique qualifications and skills as well as those of its personnel. Consultant 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 XI

Independent Consultant: The parties intend that an independent consultant relationship will be created by this contract. Consultant 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. Consultant exclusively assumes responsibility for acts of its employees, agents, affiliates, and subconsultants, if any are authorized herein, as they relate to the services or work to be performed under this Agreement during the course and scope of their employment by Consultant. Those persons will be entirely and exclusively under the direction, supervision, and control of Consultant.

County may designate the tasks to be performed and the results to be accomplished under this Agreement, provide information concerning the work or services, approve or disapprove the final work product and/or services provided, and set deadlines for the completion of the work or services, but County will not control or direct the manner,

means, methods, or sequence in which Consultant performs the work or services for accomplishing the results. Consultant understands and agrees that Consultant lacks the authority to bind County or incur any obligations on behalf of County.

Consultant, including any subconsultant or employees of Consultant, shall not receive, nor be eligible for, any benefits County provides for its employees, including, but not limited to, vacation pay, paid holidays, life insurance, health insurance, social security, disability insurance, pension, or 457 plans. Consultant shall not receive, nor be eligible for, workers' compensation, including medical and indemnity payments. County is not responsible for withholding, and shall not withhold, Federal Income Contribution Act amounts or taxes of any kind from any payments which it owes Consultant. Consultant shall not be subject to the work schedules or vacation periods that apply to County employees.

Consultant shall be solely responsible for paying its employees, and for withholding Federal Income Contribution Act amounts and other taxes, workers' compensation, unemployment compensation, medical insurance, life insurance, or any other benefit that Consultant provides for its employees.

Consultant acknowledges that it has no authority to bind the County or incur any obligations on behalf of the County with regard to any matter, and shall not make any agreements or representations on the County's behalf.

ARTICLE XII

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.

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 any Work Orders issued

pursuant to this Agreement may be deemed to be canceled in its entirety subject to payment for services performed prior to cancellation.

ARTICLE XIII

Audit by California State Auditor: Consultant 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 Government Code section 8546.7. In order to facilitate these potential examinations and audits, Consultant 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 XIV

Default, Termination, and Cancellation:

A. 1. Termination by Default: If either party becomes aware of an event of default, that party shall give written notice of said default to the party in default (notice) that shall state the following:

1. The alleged default and the applicable Agreement provision, and
2. That the party in default has ten (10) days upon receiving the notice to cure the default (Time to Cure).

If the party in default does not cure the default within ten (10) days of the Time to Cure, then such party shall be in default and the party giving notice may terminate the Agreement by issuing a Notice of Termination. The party giving notice may extend the Time to Cure at their discretion. 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.

2. If County terminates this Agreement, in whole or in part, for default:

1. County reserves the right to procure the goods or services, or both, similar to those terminated, from other sources and Consultant shall be liable to County for any excess costs for those goods or services. County may deduct from any payment due, or that may thereafter become due to Consultant, the excess costs to procure from an alternate source.
2. County shall pay Consultant the sum due to Consultant under this Agreement prior to termination, unless the cost of completion to County exceeds the funds remaining in the Agreement. In which case the overage shall be deducted from any sum due Consultant under this Agreement and the balance, if any, shall be paid to Consultant upon demand.
3. County may require Consultant to transfer title and deliver to County any completed work under the Agreement.

3. The following shall be events of default under this Agreement:
 1. Failure by either party to perform in a timely and satisfactory manner any or all of its obligations under this Agreement.
 2. A representation or warranty made by Consultant in this Agreement proves to have been false or misleading in any respect.
 3. Consultant fails to observe and perform any covenant, condition or agreement on its part to be observed or performed under this Agreement, unless County agrees, in writing, to an extension of the time to perform before that time period expires.
 4. A violation of ARTICLE XXI, Conflict of Interest.
- B. Bankruptcy: County may terminate this Agreement immediately in the case of bankruptcy, voluntary or involuntary, or insolvency of Consultant.
- C. Ceasing Performance: County may terminate this Agreement immediately in the event Consultant ceases to operate as a business or otherwise becomes unable to substantially perform any term or condition of this Agreement.
- D. Termination or Cancellation without Cause: County may terminate this Agreement or any Work Order issued pursuant to this Agreement, in whole or in part, for convenience upon thirty (30) calendar days' written Notice of Termination. If such termination is effected, County will pay for satisfactory services rendered before the effective date of termination, as set forth in the Notice of Termination provided to Consultant, and for any other services that County agrees, in writing, to be necessary for contract resolution. In no event, however, shall County be obligated to pay more than the total amount of the Work Order or the total amount of the Agreement, as applicable. Upon receipt of a Notice of Termination, Consultant 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 XV

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:

With a copy to:

County of El Dorado
Chief Administrative Office
Office of Wildfire Preparedness and
Resilience
360 Fair Lane
Placerville, California 95667

Attn.: Tom Meyer
Program Manager

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 Consultant shall be addressed as follows:

Jensen Hughes, Inc.
3610 Commerce Drive, Suite 817
Baltimore, Maryland 21227

Attn.: Rajeev, Arora

or to such other location as Consultant directs.

ARTICLE XVI

Change of Address: In the event of a change in address for Consultant's principal place of business, Consultant's Agent for Service of Process, or Notices to Consultant, Consultant shall notify County in writing as provided in ARTICLE XV, 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 XVII

Indemnity: To the fullest extent permitted by law, Consultant shall defend at its own expense, indemnify, and hold the County harmless, its officers, employees, agents, and volunteers, against and from any and all liability, claims, suits, losses, damages, or expenses of every name, kind and description, including attorney's 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 the acts or omissions of Consultant or its officers, agents, or employees in rendering the services, operations, or performance hereunder, except for liability, claims, suits, losses, damages or expenses arising from the sole negligence or willful acts of the County, its officers and employees, or as expressly prescribed by statute. This duty of Consultant to indemnify and save County harmless includes the duties to defend set forth in Civil Code section 2778.

The insurance obligations of Consultant are separate, independent obligations under the Agreement, and the provisions of this defense and indemnity are not intended to modify nor should they be construed as modifying or in any way limiting the insurance obligations set forth in the Agreement.

Nothing herein shall be construed to seek indemnity in excess of that permitted by Civil Code section 2782, et seq. In the event any portion of this Article is found invalid, the Parties agree that this Article shall survive and be interpreted consistent with the provisions of Civil Code section 2782, et seq.

ARTICLE XVIII

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

- A. Full Workers' Compensation and Employers' Liability Insurance covering all employees of Consultant as required by law in the State of California.
- B. Commercial General Liability Insurance (providing scope of coverage equivalent to ISO policy form CG 00 01) 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. County, including, without limitation, its officers, officials, employees, and volunteers shall be named as an additional insured on ISO form CG 2010 1185, or its equivalent.
- C. Automobile Liability Insurance of not less than \$1,000,000 is required in the event motor vehicles are used by Consultant in performance of the Agreement.
- D. In the event Consultant 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. Consultant 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. Consultant 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, Consultant 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 Consultant agrees that no work or services shall be performed prior to the giving of such approval. In the event Consultant

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 thirty (30) days 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. Consultant'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 Consultant'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 Consultant 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. Consultant's obligations shall not be limited by the foregoing insurance requirements and shall survive the expiration of this Agreement.
- N. In the event Consultant cannot provide an occurrence policy, Consultant 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 XIX

Force Majeure: Neither party will be liable for any delay, failure to perform, or omission under this Agreement that is due to any cause that it is beyond its control, not due to its own negligence, and cannot be overcome by the exercise of due diligence. In that event, the affected party will:

1. Promptly give written notice to the other of the fact that it is unable to so perform and the cause(s) that is beyond its control.
2. Once the cause(s) has ceased, provide written notice to the other party and immediately resume its performance under this Agreement.

For purposes of this Article, "cause that is beyond its control" includes labor disturbances, riots, fires, earthquakes, floods, storms, lightning, epidemics, war, disorders, hostilities, expropriation or confiscation of properties, failure of and delays by carriers, interference by civil or military authorities, whether legal or de facto, and whether purporting to act under some constitution, decree, or law, or otherwise, or acts of God.

ARTICLE XX

Waiver: No failure on the part of the parties to exercise any rights under this Agreement, and no course of dealing with respect to any right hereunder, shall operate as a waiver of that right, nor shall any single or partial exercise of any right preclude the exercise of any other right. The remedies herein provided are cumulative and are not exclusive of any other remedies provided by law.

ARTICLE XXI

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 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 XIV, 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.

ARTICLE XXII

Nondiscrimination:

- A. County may require Consultant's services on projects involving funding from various state and/or federal agencies, and as a consequence, Consultant shall comply with all applicable nondiscrimination statutes and regulations during the performance of this Agreement including but not limited to the following: Consultant 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; Consultant shall, unless exempt, comply with the applicable provisions of the Fair Employment and Housing Act (Government Code section 12900, et seq.) and applicable regulations promulgated thereunder (2 California Code of Regulations section 11000, et seq.); the applicable regulations of the Fair Employment and Housing Commission implementing Government Code section 12990, set forth in Subchapter 5 of Chapter 5 of Division 4.1 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. Consultant and its employees and representatives shall give written notice of their obligations under this clause as required by law.
- B. Where applicable, Consultant shall include these nondiscrimination and compliance provisions in any of its agreements that affect or are related to the services performed herein.
- C. Consultant'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 section 12990 and 2 California Code of Regulations section 11102.

ARTICLE XXIII

California Residency (Form 590): If Consultant is a California resident, Consultant must file a State of California Form 590, certifying its California residency or, in the case of a limited liability company or corporation, certifying that it has a permanent place of business in California. Consultant will be required to submit a Form 590 prior to execution of this Agreement, or County shall withhold seven (7) percent of each payment made to Consultant during the term of this Agreement. This requirement applies to any agreement/contract exceeding \$1,500.

ARTICLE XXIV

County Payee Data Record Form: All independent consultants 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 XXV

Business License: County's Business License Ordinance provides that it is unlawful for any person to furnish supplies or services, or transact any kind of business in the unincorporated territory of El Dorado County without possessing a County business license unless exempt under County Ordinance Code section 5.08.070. Consultant warrants and represents that it shall comply with all of the requirements of County's Business License

Ordinance, where applicable, prior to beginning work under this Agreement and at all times during the term of this Agreement.

ARTICLE XXVI

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

ARTICLE XXVII

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 XXVIII

Consultant's Project Manager: Consultant designates Amelia Pludow, Project Manager, as its Project Manager for this Agreement. Consultant's Project Manager, or County-approved designee, shall be accessible to County's Contract Administrator, or designee, during normal County working hours and shall respond within twenty-four (24) hours to County inquiries or requests. Consultant's Project Manager shall be responsible

for all matters related to Consultant's personnel and operations authorized under this Agreement including, but not limited to, (1) assigning qualified personnel to perform the required work and to prepare the deliverables issued pursuant to this Agreement; and (2) reviewing, monitoring, training, and directing Consultant's personnel authorized herein.

ARTICLE XXIX

Contract Administrator: The County Officer or employee with responsibility for administering this Agreement is Tom Meyer, Program Manager, Chief Administrative Office, Office of Wildfire Preparedness and Resilience, or successor.

ARTICLE XXX

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 XXXI

Electronic Signatures: Each party agrees that the electronic signatures, whether digital or encrypted, of the parties included in this Agreement, are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic Signature means any electronic visual symbol or signature attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record, including facsimile or email electronic signatures, pursuant to the California Uniform Electronic Transactions Act (Civil Code sections 1633.1 to 1633.17) as amended from time to time.

ARTICLE XXXII

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 XXXIII

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 XXXIV

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 XXXV

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: _____

Dated: _____

Board of Supervisors
"County"

Attest:
Kim Dawson
Clerk of the Board of Supervisors

By: _____

Dated: _____

Deputy Clerk

-- JENSEN HUGHES, INC. --

By: *Rajeev Arora*

Dated: 3/14/2024

Rajeev Arora
Chief Executive Officer
"Consultant"

By: *Sanford Tassel*

Dated: 3/14/2024

Sanford Tassel
Corporate Secretary

Jensen Hughes, Inc.

Exhibit A

Scope of Work

Project Overview:

Consultant shall assist County's Office of Wildfire Preparedness and Resilience (OWPR) with the preparation of a comprehensive update to the existing Western El Dorado County Community Wildfire Protection Plan (CWPP) that identifies gaps in the existing CWPP and includes all areas of western El Dorado County as defined by the following boundaries: Amador County on the south, Sacramento County on the west, Placer County on the north, and the Eldorado National Forest/Tahoe Basin Management Unit on the east. This CWPP update shall utilize a stakeholder-based collaborative approach and must also be informed by and complement the Tahoe Basin Community Wildfire Protection Plan, the California Department of Forestry and Fire Protection (CAL FIRE) Amador El Dorado Unit (AEU) Fire Plan, the County's Multi-Jurisdiction Local Hazard Mitigation Plan, and the County's General Plan Safety Element Update, all of which are currently undergoing revisions.

This updated CWPP shall serve as the framework to guide future wildfire hazard mitigation in the County. The updated CWPP shall also serve as the basis to establish priorities, secure funding opportunities to carry out mitigation efforts to reduce the risk of wildfire and provide a methodology for monitoring progress and accomplishments.

Under general direction from County's Contract Administrator and/or Project Manager, Consultant shall complete the following Tasks as further detailed in the Scope of Work below:

1. Review and evaluate existing CWPPs, policies, and other planning related documents.
2. Conduct Hazard and Risk Analyses.
3. Implement a Public Involvement Strategy and conduct community workshops.
4. Consult with key stakeholders, as identified and/or approved by County, throughout the life of the project to ensure that local knowledge, issues, and concerns are addressed in the final CWPP.
5. Prepare an updated CWPP.
6. Develop an Implementation of Measurements of Success Strategy.
7. Present the final CWPP to various County working groups and County Board of Supervisors.

County's Contract Administrator and Project Manager: For the purposes of this project, the Contract Administrator is Tom Meyer, Program Manager, OWPR, and the Project Manager is Ken Pimlott, Principal Management Analyst.

Deliverables and Schedule:

Unless otherwise specified by County, Consultant shall submit all deliverables to County's Contract Administrator and Project Manager. The schedules listed for each task below are provided as estimates only. Following the project kick-off meeting in Task 1 below, or as needed for the duration of this Agreement, Consultant shall work with County's Project Manager to identify any changes needed due to the project schedule to account for any unforeseen delays or additional time needed for each task. Any changes to the project schedule or schedule for each Task and/or deliverable shall be communicated in writing and submitted to County's Contract Administrator for approval. Unless as otherwise indicated, all written report deliverables shall be submitted in both draft and final versions.

Scope of Work:

Consultant shall complete the Tasks as detailed in the Scope of Work below in accordance with the terms and conditions of this Agreement, including the reporting and deliverable requirements. If significant changes to the Scope of Work are determined necessary, Consultant shall coordinate with County's Contract Administrator to determine if an amendment to this Agreement is necessary or if the changes would be considered a Supplemental Task.

Task 1. Project Management

Consultant shall track project phases, budget, and deliverables, including preparation of meeting agendas and phone check-ins, on a weekly basis (as needed) using hands-on participation and oversight by Consultant's Project Manager. Consultant shall practice strict management controls by staff assignments, task management, scheduling, cost control and tracking, and ongoing communication with County. In addition, Consultant shall assist in the preparation of staff reports, exhibits, and presentations for meetings as identified below or as determined necessary by County's Project Manager.

Task 1.1 – Project Kick-off Meeting (March 2024)

Consultant shall convene an initial in-person kick-off meeting with County's CWPP Working Group, comprised of County's OWPR and staff representing members of the El Dorado County Wildfire Preparedness and Resilience Coordination Group.

Consultant shall discuss key topics of the project such as goals and objectives of the updated CWPP, roles and responsibilities of Consultant and County's CWPP Working Group, and Consultant's overall planning process and timelines.

Key Tasks:

- Review the Scope of Work, including performance objectives, project challenges and concerns.
- Establish expectations and desired outcomes for the Project.

- Review project schedule for key milestones and deliverables.
- Coordinate with County to establish key member agencies and associated point(s)-of-contact for coordination efforts.
- Review and agree to a project meeting cadence for general project management.
- Identify protocols for communicating between Consultant, County's Project Manager, and key stakeholder groups for data collection and project coordination.
- Finalize and agree on a plan to execute project scope.

Deliverables:

- One (1) List of performance objectives, anticipated challenges, and concerns.
- One (1) Project schedule, including meetings cadence.
- One (1) List of key member agencies and associated point(s) of contact. *Note: This will require input and support from County's Project Manager to develop.*

Task 1.2 – Project Progress Reports and Meetings - Virtual (March – December 2024)

Consultant shall schedule and facilitate monthly progress/check-in meetings with County's CWPP working group for the duration of the project. Consultant shall provide monthly progress reports and invoices outlining tasks and deliverables completed, upcoming milestones and deliverables, project budget spent, and project budget remaining.

Key Tasks:

- Develop and provide progress reports and meeting agendas one (1) week in advance of each meeting.
- Agenda will include project status, budget update, challenges or issues needing resolution, timeline adjustments, and presentation materials.
- Provide meeting minutes and summary of actions following each meeting.

Deliverables:

- Monthly progress reports and meeting materials (e.g. agendas, slides, minutes, action items)

Task 2: Review Existing Information & Gather Data

Consultant shall review and understand relevant local wildfire planning, policy, and other regulatory documents. Consultant shall review and identify any gaps in currently available wildfire related geospatial datasets. County will provide its available documents, information, and geospatial data to Consultant as-needed.

Consultant shall collect and review all available and pertinent geospatial data through a written data request to local, County, state, and federal points of contact. Data typically used for the development of a CWPP includes planning area boundaries, administrative

boundaries, parcel data, land ownership, open spaces, land uses/zoning, locally designated wildland-urban interface (WUI), existing and/or proposed fuel treatments, etc. For potential damage assessments, socio-economic vulnerability, and coping assessments, additional data requested may include critical facilities and infrastructure, high hazard structures/uses, high-value assets, natural resources, historical and cultural resources, recreational areas, housing data, demographics, vulnerable populations, utilities, water supplies/hydrants, responses times, etc. Consultant shall coordinate with County's Project Manager to obtain all required data and/or utilize publicly available local, state, and/or federal spatial data pertaining to the planning area for use in updating the CWPP.

Task 2.1: Review Policy and Planning Documents

Consultant shall review relevant policy, planning, and management documents from local, County, state, and federal sources. This review shall include the existing 2019 Western El Dorado County CWPP as well as items referenced in that document and other pertinent sources of information (e.g., CAL FIRE Amador El Dorado Unit Fire Plan, El Dorado County General Plan Safety Element, El Dorado County Multi-Jurisdiction Local Hazard Mitigation Plan, Lake Tahoe Basin Community Wildfire Protection Plan, neighboring counties' CWPPs, California Building and Fire Codes, local environmental documents, and past fire suppression and vegetation management policies and practices). Consultant shall evaluate the latest literature, research, technology, and best practices in wildland and WUI fire risk management.

Key Tasks:

- Review and evaluate relevant policy as well as planning and management documents (March – April 2024)
- Written data request for relevant Geographic Information Systems (GIS) datasets. (March - April 2024)

Deliverables:

- One (1) Memo identifying/summarizing relevant regulations and policy documents. (May 2024)
- One (1) List of identified data gaps. (May 2024)

Task 3: Hazard and Risk Analyses

Consultant shall evaluate and understand the planning area's wildfire hazards, risks, and vulnerabilities. Consultant shall quantify assessments through wildfire behavior modeling, ground-truthing, qualitative assessments of existing datasets, and consultation with key representative(s). Consultant shall work with County to develop an analytical approach that meets the long-term planning needs of the key stakeholder groups for the CWPP. Consultant will use the following fire behavior modeling programs, as needed, to conduct the analysis:

FlamMap – a geospatial analysis tool to evaluate landscape-level wildfire behavior (e.g., flame length, rate-of-spread) and other characteristics, such as fire potential, as a proxy for understanding the change in potential fire behavior from existing conditions to recommended fuel management treatments. This tool also supports the evaluation of potential wildfire losses and impacts to community assets.

Fire Spread Probability (FSPro) – a geospatial tool to evaluate the spatial distribution of the likelihood of wildfires across the landscape.

Environmental Systems Research Institute, Inc. (ESRI) ArcGIS shall be used to analyze all fire model outputs. Model outputs combined with other spatial data (e.g., wildfire ignition history, large fire history, population, housing, critical infrastructure, natural and agricultural resources, historical/cultural resources) shall be used to evaluate wildland fire risk and potential impacts to communities-at-risk within the planning area.

All requested data, maps, graphs, tables, and charts shall be coordinated with County.

Task 3.1: Perform Fire Risk and Fire Potential Assessments

Consultant shall use the most current science-based modeling tools and data sources to complete the CWPP wildfire risk and potential assessments. It is understood that Consultants' Fire Behavior Analyst(s) and County staff will validate all outputs from the models to ensure accuracy. As part of this task, Consultant shall perform the following:

CAL FIRE Fire Hazard Severity Zone (FHSZ) Designations – CAL FIRE's FHSZ designations shall be mapped and summarized for Local and State Responsibility Areas. Federal Responsibility Areas shall also be indicated, although they do not have FHSZ designations. Both currently adopted (2007) and updated (2023-24) FHSZ designations shall be utilized.

Fuel and Topography Conditions – Fuel model data shall be obtained from the Landscape Fire and Resource Management Planning Tools Project (LANDFIRE) and/or other sources, such as the Wildland Fire Decision Support System program (WFDSS), to capture vegetative fuel conditions within and adjacent to the Planning Area. Fuels data obtained from LANDFIRE shall be modified, as needed, to reflect landscape level disturbances since the last LANDFIRE data release or where more detailed and accurate landcover data is available. Current LANDFIRE data reflects 2022 landcover/fuel data. Where deemed necessary and agreed with the County, a secondary landcover/fuel data layer based on "long-term" conditions may be generated to evaluate the behavior and severity of wildfire threats that may be more characteristic of mature and stable vegetative conditions.

Historic Weather Data – Historical weather data available from the Weather Information Management Systems (WIMS) based on a Special Interest Group (SIG) of relevant Remote Automated Weather Stations (RAWS) shall be used to evaluate critical fire weather thresholds for the planning area using Fire Family Plus. The weather analysis shall determine representative core fire season(s) and the associated 90th and 97th

percentile conditions. These conditions shall be evaluated against recent, major wildfire incidents, which may exceed the 97th percentile. The analysis shall also consider strong high wind scenario(s) informed by conditions recorded in recent large wildfires in the planning area and surrounding region. The output from this analysis shall be used as input into the fire modeling programs.

Model Outputs

- 1. Landscape Level Wildfire Behavior** – Use of FlamMap or equivalent tool to model potential maximum fire behavior (FB) for the planning area in terms of rate of spread, flame length, fireline intensity and type of fire in each pixel (unburnable, surface, torching or crowning). A 30-meter data resolution shall be employed matching the surface fuels input dataset. The outputs calculated from fire behavior modeling will all be used to support fire management decisions and are also used to determine potential severity and fire behavior characteristics of existing wildland fuels.
- 2. Major Wildfire Flow Paths and Relative Fire Frequency** – Determine potential major fire “flow paths” either using the Minimum Travel Time (MTT) feature of Wildfire Analyst or FlamMap. The MTT displays the physical locations where wildfires have the greatest potential spread rates and the probability of a given pixel burning over a given time. Minimum Travel Time (MTT) shall be used to simulate actual historical ignitions that occurred across the landscape for the defined period. All fires that occurred each year are simultaneously simulated based on burn period times and over-laid in GIS to develop a frequency of where fire would likely impact the analysis area in the absence of suppression actions. The outputs are ranked from low to high frequency. MTT will inform how vegetation management or other mitigation actions can be spatially laid out to protect identified values at risk.
- 3. General Effectiveness of Fire Suppression Equipment** – Evaluate wildfire protection capabilities against modeled fire behavior to determine the general effectiveness of various fire suppression equipment. The ability of fire response agencies in the planning area to muster an appropriate wildfire response shall be evaluated based on the existing capacities. This shall include an evaluation of fire cooperative agreements. Fire equipment access shall also be evaluated using available transportation data, outputs from fire models, site visits and input from staff in the planning area.
- 4. Fire Department Response Capacities** – A response time (service area) analysis shall be performed as a proxy for a fire agency’s capacity to reach populated portions of the planning area. Longer response times can be used as a prioritization tool for communities that are more remote from first responders, and therefore more vulnerable. In addition, Consultant shall work with local fire agencies to evaluate wildfire preparedness, firefighting capabilities, and the readiness of law enforcement and the fire agency in implementing and sustaining evacuations related to wildfire.

Consultant's project team members are National Wildfire Coordinating Group (NWCG) qualified Incident Commanders who have considerable experience working with a multitude of fire departments and agencies on wildfire incidents.

5. **Ember Cast Modeling** – Evaluate the potential impacts of ember cast on the community using the “Spotting” function of FlamMap or equivalent tool. This feature allows for evaluating the maximum potential spotting distance under specific weather scenarios. Fire behavior outputs shall be overlaid on maps to determine where ember cast has the most significant potential to cause spot fires that could threaten values at risk in the planning area. The outputs of this analysis shall be validated using historical fire data and input from the County. The results of this analysis are also useful as an educational tool for residents to show how structures in areas away from the wildland interface and hazardous wildland fuels are also at risk from wildfires burning within the planning area.

Wildfire Ignition History – Determine areas of high wildfire ignition probability based on historic wildland fire ignitions. Ignition clusters from past incidents and known sources from literature shall be used to identify locations where additional fire prevention actions may be appropriate.

Large Fire History – Determine areas of high wildfire probability based on large fire perimeters. A count of frequency of burning across the landscape shall be used to identify locations where additional fire prevention actions may be appropriate (in combination with item 5 above).

Ground truthing – Field verification of existing fuel conditions, modeled fire potential, and community/built environment vulnerabilities shall be conducted in collaboration with County. Where inconsistencies may exist, and data does not reflect actual field conditions, edits to the data shall be made to appropriately represent the existing wildfire environment, risks, and vulnerabilities in the planning area. A site visit is planned for field validation and to collect data for the community risk assessment. One (1) site visit including three (3) senior-level staff has been budgeted. This site visit is also proposed to include data collection for Task 3.2 – Community Risk Assessment. Onsite participation by relevant local fire personnel, CAL FIRE, USFS, and community liaisons will be required for the site visit to help guide a tour of the planning area's key wildfire safety concerns and general local knowledge.

Impacts of Climate Change – As historical conditions may not reflect the worst-case scenario for extreme fire weather under climate change, Consultant shall analyze climate change projections for the planning area and contextualize hazard and risk assessment outcomes based on these projections. The multi-model ensemble mean (MEM) outputs of twenty-one (21) climate models shall be assessed, and changes in fire danger index climatology's for climatological summer, autumn, spring, and winter shall be summarized. Consultant shall analyze the RCP 8.5 ('business as usual') scenario for the mid-21st century period (2030-2060), as it has historically been the most aligned with observed

emissions, and describes how projected climate change will alter fuels, ignition probabilities, drought potential, and fire behavior based on changes in temperature and precipitation patterns and extremes.

Key Tasks:

- Conduct science-based modeling to determine risks and potential assessments.
- Validate all outputs with County to ensure accuracy.

Deliverables:

- One (1) written summary of the model outputs and review findings with County. (May-June 2024)

Task 3.2: Conduct a Community Risk Assessment

To help identify and prioritize high risk communities, Consultant shall conduct a community-based risk, vulnerability, and coping capacity assessment using a variety of published datasets, tools, and latest research in wildfire risk management. This task shall include the following:

Risk of Fire Ignition – To assess risk of fire ignition, a “hot spot” analysis of ignition history using USFS data shall be used to identify statistically significant ignition locations (both weighted and unweighted by total fire area). This shall be evaluated based on proximity to roads, utility infrastructure and housing developments to help define the “sphere of influence” of these common ignition sources on geospatial risk.

Risks to People, Animals, Property, and Infrastructure – Physical exposure of community assets to wildfire exposures shall be evaluated using a Value Impact Analysis (arrival time probability). The value impact analysis is the probability of fire over a given burn period(s) that could potentially affect a value (e.g., human life, animals, structures, infrastructure, agricultural lands, sensitive habitat, historic and cultural resources) within the planning area. This analysis shall also provide a basic framework to spatially delineate fire protection areas and determine strategic operational objectives that provide the necessary space and time for fire managers to successfully manage wildland fire adjacent to values at-risk. Physical exposure to wildfire risk shall also consider other available published datasets such as communities-at-risk, limited access/egress communities, etc.

1. **Parcel- and Neighborhood-Level Wildfire Risk** – One (1) site visit shall be conducted to evaluate parcel level and neighborhood level wildfire risk of representative homes by neighborhood. In combination with current science-based wildfire research, this site visit will allow for the validation of the hazard and risk assessment results related to public and firefighter safety, fire response, access/egress, adequacy of existing evacuation routes and safety areas, points of safe refuge, housing conditions or structural hardening conditions, defensible space,

landscaping conditions, water sources, etc. This is assumed to be in combination with the site visit described in Task 3.1.

2. **Conduct a Structure Defensibility Assessment** – A structure defensibility analysis using a proprietary model shall be performed to understand where challenges exist at a community scale. As the defense of structure(s) is a highly complex process influenced by numerous variables (e.g., tactical, physical, environmental), this assessment is critical to determining where community defense zones and fuel breaks may be needed. These community defense zones are areas that provide safe operational space for firefighters when defending structures during a wildfire.
3. **Social Vulnerability** – Subject to the availability of social vulnerability datasets at the local level, Consultant shall assess various social vulnerabilities (e.g., demographics, locations of high visitor and transient populations, access & functional needs, ESL, etc.) to identify populations and portions of the planning area that may be disproportionately impacted by wildfire threats and/or historically underrepresented or underserved by wildfire mitigation planning, preparedness, response and recovery efforts.
4. **Comprehensive WUI risk assessment** – Where sufficient geospatial data is available, Consultant shall undertake a WUI fire risk indexing assessment where the combined effect of wildfire exposure and community vulnerabilities (e.g., age and combustibility of structures, vulnerable populations, access/egress deficiencies, communication gaps, firefighting capacities) is evaluated. The outcome shall be a WUI Fire Disaster Urban Risk Index map (in ArcGIS) where communities get a relative wildfire risk score that can be used to prioritize interventions tailored to the specific challenges of the highest at-risk communities (whether due to wildland risks or intrinsic community characteristics). The specific indicators for the analysis shall be based on the latest research in disaster risk management and data availability. Consultant shall work with County to identify appropriate weighting factors for each component.

Note: If sufficient geospatial data is not available, a qualitative assessment of the combined effect of fire hazard and community vulnerabilities shall be performed. In this case, a representative set of wildfire/community characteristics shall be assessed.

Risk to Natural Resources – At risk natural resources in County shall be identified and their hazard and risk shall be evaluated. These natural resources may include recreation areas, public lands and open spaces, wildlife habitats, watersheds, and other resources as identified by the CWPP Working Group and stakeholders.

Risk to Economic Resources – Major economic resources in the planning area, including industries, agricultural lands, business hubs, and other resources as identified by the CWPP Working Group and stakeholders shall be identified and their wildfire risk evaluated.

Deliverables:

- Outcomes of modeling assumptions and key inputs. (June-November 2024)
- Phase 1 – preliminary hazard and vulnerability assessment both in the natural and built environment (June-September 2024)
- Phase 2 – final hazard, risk, and vulnerability assessment based on stakeholder input/feedback and details of data analysis (September-November 2024)

Task 3.3 – Community Based Maps

Consultant shall produce a series of digital maps as part of the analysis process that communicates the concepts and findings of the CWPP to the public and other relevant stakeholders. These maps are intended to provide a visual baseline from which community members can assess and make recommendations regarding protection and risk-reduction priorities. To the extent practicable, the map(s) shall include:

Community Profile

1. Communities-at-Risk
2. CAL FIRE designated WUI areas
3. Population density
4. Housing / structure density
5. Critical infrastructure, critical facilities, and community-specific resources
6. Environmentally Sensitive Habitat Areas (ESHA), as available from local jurisdictions
7. Vegetative coverage
8. Land-use
9. CAL FIRE's Fire Hazard Severity Zones (2007/2008 and/or 2023/2024 as available)

Wildfire Hazard and Risk Analyses

1. Historical fire data (fire history, ignition history, fire frequency)
2. Wildfire behavior modeling inputs (fuel models, topography)
3. Fire behavior output (e.g., flame length, rate of spread, arrival times or maximum travel times, major fire flow paths)
4. Exposure analysis
5. Ember exposure zones
6. Existing, planned, and prioritized fuel treatment areas
7. Existing fuel breaks
8. Planning units (as defined by the CWPP)

Key Tasks:

- Prepare community-based digital maps in coordination with County GIS (June 2024)

Deliverables:

- Provide community-based digital maps to County for use in stakeholder workshops (June 2024)

Task 3.4: Mitigation Strategies

Evaluation of current mitigation programs – Consultant shall evaluate and summarize existing wildfire hazard and risk mitigation programs in County. These shall include the County of El Dorado Safety Element and Multi-Jurisdiction Local Hazard Mitigation Plan, 2019 Western El Dorado County CWPP, CAL FIRE and USFS plans and programs, Fire Safe Council programs, and other programs as identified by the CWPP Working Group and stakeholders. Timing, spatial location and extent, and other relevant information about each program shall be summarized in text and maps.

Identification of future mitigation strategies – Based on the analysis in Tasks 3.1 and 3.2, input from stakeholder outreach and survey in Task 4, and the evaluation of current programs in item 1 above, Consultant shall identify and summarize potential future mitigation strategies.

Key Tasks:

- Evaluate wildland fire hazard and risk mitigation programs, and identify and summarize future mitigation strategies.

Deliverables:

- One (1) summary of identified proposed mitigation strategies. (October-November 2024)

Task 4: Implement a Public Engagement Strategy and Host Community Workshops

Consultant shall develop a public engagement strategy to share updates, obtain feedback, determine goals, identify priorities, and facilitate ongoing coordination with stakeholders for the CWPP development process.

Task 4.1 – Stakeholder Coordination & Workshops

In support of the CWPP project, Consultant shall identify key stakeholders and hold stakeholder workshops to share information about the CWPP process, describe assessment methodologies, share and validate analysis outputs, solicit feedback, and encourage collaboration. The CWPP will serve as a Road Map to help identify regional needs, tools, and resources, and serve as a coordination and collaboration forum for

regional wildfire planning and implementation efforts. Coordination with the stakeholders ensures these needs are met.

A total of seven (7), 2-hour, in-person workshops are included in this Scope of Work. One (1) of these workshops shall be held in each of the five (5) County Board of Supervisors districts. One (1) workshop shall be held for the El Dorado County Fire Safe Council and one (1) shall be held for the Fire Chiefs Association. Consultant shall prepare agendas and presentation materials in advance of the meetings and shall prepare meeting minutes, as needed. All communication from official meetings shall become part of the project record.

The El Dorado County Fire Safe Council and Fire Chiefs Association workshops shall be held early in the CWPP development process and focus on the purpose of the CWPP, the overall development process, identifying priorities and goals, and the initial findings prepared under Task 3. The intent of these workshops will be to provide a forum where interested parties can discuss their various needs, concerns, and input into the initial analysis, as well as provide recommendations for wildfire planning and risk mitigation strategies at the County level. The format of this workshop shall be informal and interactive, providing attendees with information on the approach and the CWPP planning process. It is assumed that these two (2) workshops will be scheduled on consecutive days in combination with the site visit dates.

The five (5) supervisorial district workshops shall be held earlier in the process and be targeted to both stakeholders and members of the general public. These workshops shall provide preliminary results from Task 3. It is assumed that the five (5), in-person, early phase workshops will be held over three (3) consecutive days. Contact information for stakeholders will be provided by County.

In addition to the five (5) supervisorial district workshops, (1) El Dorado County Fire Safe Council workshop and (1) Fire Chiefs Association workshop early in the processes, Consultant shall also host two (2) virtual workshops with the general public to be held later in the process, where more detailed results and draft action items are presented to allow for comment and input prior to the final CWPP. Consultant shall prepare content for meeting sign-up information such as flyers and online notices, as well as workshop agenda(s), slide decks, and summary notes. The location of the workshops shall be identified and arranged by County.

Key Tasks:

- Preparation of materials for seven (7) stakeholder workshops (e.g., agendas, slide decks, posters/maps, sign-in sheets, workshop notes). The seven (7) initial workshops shall be in-person with virtual availability (July-September 2024, after Phase 1 hazard/vulnerability assessment).
- Preparation of materials for two (2) public workshops (e.g., agendas, slide decks, posters/maps, sign-in sheets, workshop notes). These two (2) workshops will be

virtual and approximately held around the completion of the draft CWPP (est. January 2025).

Deliverables:

- Facilitation of seven (7) stakeholder workshops (July-September 2024, after Phase 1 preliminary hazard, risk, vulnerability assessment)
- Minimum of two (2) follow-up virtual workshops for general public and stakeholder feedback after completion of draft CWPP. (January 2025)

Task 4.2 – CWPP Development Website

Consultant shall build and maintain a CWPP development website over the course of the project. The website shall include status updates, upcoming workshop dates, contact information for questions and comments, and a link to the community survey.

Key Tasks:

- Consultant shall meet with Client and the CWPP Working Group to identify the framework for website.
- Consultant shall develop website (March 2024 – June 2024)

Deliverables:

- CWPP development website, including maintenance and updates, for the duration of the project. (July 2024-March 2025)

Task 4.3 – Community Survey

Consultant shall develop an online survey to assess public perceptions, experiences, attitudes, and concerns related to past and future wildland fire threats. This shall include topics related to emergency communications and messaging, wildfire preparedness, wildfire evacuations, evacuation transportation needs, challenges for vulnerable groups, and wildfire risk awareness (to assess current knowledge and educational needs). Consultant shall share the draft online survey for the CWPP Working Group to review and shall revise and finalize the survey based on a consolidated set of comments. The online survey is assumed to be developed in SurveyMonkey or similar web application.

Consultant shall document the results of the public engagement process in a Public Engagement Summary Memorandum and presentation to the CWPP Working Group.

Key Tasks:

- Consultant shall develop and facilitate online public survey. (April-June 2024)

Deliverables:

- One (1) draft of online public survey. (April-June 2024)
- One (1) final online public survey (April-June 2024)
- One (1) summary of survey results and incorporation of the results into draft CWPP. (July-November 2024)

Task 5. Draft and Final CWPP

Consultant shall develop an updated CWPP based on the results of their analyses, current science related to wildland fire mitigation strategies, input from the CWPP Working Group, and feedback from other stakeholders and the public. The development process of the CWPP, as defined in this Scope of Work, is designed to exceed the HFRA requirements, as well as the requirements of the FEMA National Mitigation Investment Strategy, ensuring the identified action items can be leveraged for additional federal funds.

The CWPP shall contain the following sections:

1. Introduction
2. CWPP Process
3. Community Profile
 - a. FHSZ
 - b. Communities at risk
 - c. Values at risk (e.g., human life and health, critical infrastructure, residential/commercial
 - d. structures, natural resources, cultural/historic resources, recreation, local economy)
 - e. Land use /zoning
 - f. Fire Protection Responsibilities
4. Defining the Wildfire Problem:
 - a. Fire history
 - b. Fire ecology
 - c. Climate and climate change
 - d. Topography
5. Wildfire Risk & Hazard Assessment:
 - a. Wildfire behavior modelling
 - b. Wildfire hazard assessment
 - c. Community risk assessment
 - d. Defensibility analysis
 - e. Ember exposure zones

f. Structure vulnerability

6. Community Wildfire Resiliency Strategy

- a. Protecting life safety
- b. Property protection (including structural hardening and defensible space)
- c. Critical infrastructure protection
- d. Fuels treatment strategy
- e. Detection system
- f. Public notification and communication
- g. Evacuation
- h. Public Education and Awareness Programs

7. 2-year Action Plan

Consultant shall develop a comprehensive implementation plan as an integral part of the CWPP based on the results of the analyses completed for the project. The CWPP's action plan components shall include community preparedness, wildfire preparedness, identified and prioritized fuel treatment locations, and general fuel treatment prescriptions. These components shall balance the need for the protection of values at risk with the impacts on natural and historic/cultural resource concerns. Topics to be addressed include:

- a. Community preparedness, including existing programs, strategies, and responsible agencies and organizations.
- b. Education programs with recommendations for residents on how to reduce structure ignitability, implement best practices for fire hazard risk reduction, and become involved in community-based hazard reduction efforts. Evaluate the existing community education program based on current social science research related to wildfire and community education. Identify existing community preparedness programs including local emergency programs (e.g., CERT), fire prevention planning, Firewise/Home Ignition Zone education, firefighting capabilities, water sources, etc.
- c. Strategies for protecting life safety and other values at risk, such as vulnerable populations, pets, livestock and large animals, structures, reducing structure ignitability, water sources, and natural and cultural/historic resources.
- d. Fuel mitigation strategies for individual planning areas (identified during planning process) developed in coordination with County, wildfire prevention/suppression agencies and departments, community representatives, public bodies (e.g., County, USFS, etc.), and other agencies that have jurisdiction authority as appropriate. General areas for fuels reduction and strategic fuel breaks shall also be addressed.
- e. Plan for maintenance and monitoring of the CWPP. County will be holder and lead in any maintenance and monitoring of the CWPP, fuel treatment effectiveness and

community-based hazard and vulnerability reduction efforts. Measurable indicators and/or metrics for monitoring & evaluating progress and effectiveness will be based on concepts of SMART and include targeted timelines for completing action items.

- f. The recommendations identified in the Implementation Plan shall be summarized in a tabular form. Any additional studies and/or other components for a more comprehensive wildfire disaster risk management strategy for the planning area shall be provided based on best practices and the latest in science/engineering research. As most CWPPs tend to be more hazard-focused, additional guidance to help address various aspects of vulnerability, capacity, and resiliency building throughout the disaster life cycle (prevention/mitigation, preparedness, response, and recovery) at the individual and societal levels shall also be considered. This may introduce considerations for developing more capacities in social capital (such as a culture of resiliency), funding resources, recovery services, collective action networks with the communities, empowering and integrating community groups as emergency resources, etc. These additional considerations shall be discussed and developed in collaboration with the CWPP Working Group.

Consultant assumes two (2) rounds of comments and edits on the CWPP from County and the CWPP Working Group, with no more than two (2) weeks for each. The budget assumes that a single set of consolidated, non-repeating and noncompeting comments will be provided per round. Pertinent comments shall be incorporated into the draft and the final CWPP.

Key Tasks:

- Facilitate initial round of comment and review with County and the CWPP Working Group (November/December 2024)
- Public draft review/comment period and facilitate public workshop (January 2025)
- Final draft review/comment period (February 2025)

Deliverables:

- One (1) digital version of draft CWPP (November 2024)
- One (1) digital version of final CWPP (February/early March 2025)

Task 6. Develop an Implementation and Measurements of Success Strategy

Task 6.1 – Reporting and Monitoring Framework

In parallel with the development of the CWPP Action Plan, Consultant shall develop a framework to assist County in implementing, monitoring, and evaluating progress on the CWPP. This document shall be handed over to County to manage long-term. The framework shall include guidelines on:

1. Monitoring of the CWPP, fuel treatment effectiveness and community-based hazard and vulnerability reduction efforts.
2. Measurable indicators and/or metrics for monitoring & evaluating progress and effectiveness based on concepts of SMART.
3. Targeted timelines for completing action items.

Key Tasks:

- Consultant shall develop a framework for implementing, monitoring, and evaluating progress on the CWPP.

Deliverables:

- Provide draft reporting and monitoring framework for consideration and inclusion in the Draft CWPP. (November 2024)
- Provide final reporting and monitoring framework for inclusion in the Final CWPP. (March 2025)

Task 6.2 – Storyboard Framework

At the end of the CWPP development process, Consultant shall work with County to transition the CWPP website from a resource focused on the development process to a storyboard to be used for sharing ongoing project information once the CWPP has been adopted. As part of this process, Consultant shall coordinate on layout and content of the storyboard as well as technical needs associated with passing over maintenance of the webpage.

Key Tasks:

- Consultant shall develop the framework for sharing ongoing project information via a storyboard format.

Deliverables:

- Provide documentation for the CWPP webpage. (March 2025)

Task 7. Presentation of Final CWPP

Consultant shall be available to attend and present the Final CWPP to the CWPP Working Group, OWPR, El Dorado County Wildfire Preparedness and Resilience Coordination Group, and County’s Board of Supervisors meetings, to be scheduled by County upon completion of the Final CWPP. This task shall also include the preparation of a PowerPoint presentation and any other necessary materials as directed by County for each meeting.

Key Tasks:

- Prepare presentation materials.

Deliverables:

- One (1) final CWPP in-person presentation and associated materials (agenda, slides, minutes) to CWPP working group, OWPR and the El Dorado County Wildfire Preparedness and Resilience Coordination Group (March-April 2025)
- One (1) final CWPP in-person presentation to the El Dorado County Board of Supervisors, including associated presentation materials (March-April 2025)
- County will schedule both presentations to take place on the same day if feasible.

Project Contingency:

County may require Consultant to perform additional tasks not included in the Scope of Work above but determined by County and Consultant to be necessary for the completion of this project. If such additional services are needed, Consultant shall coordinate with County to determine the appropriate scope, costs, deliverables, and schedule, and County will issue a separate written Work Order (s). For any tasks listed in the Scope of Work that may require additional work, versions of reports, public workshops, or presentations, Consultant shall communicate those needs to County in writing and such work may be authorized in writing by County's Contract Administrator without a Work Order at an agreed upon cost and subject to available project budget. Consultant shall not commence with any additional services or tasks prior to the receipt of written authorization or a fully-executed Work Order(s), as applicable.

Assumptions for Consultant:

1. Consultant will begin work immediately upon the execution of this Agreement with County and finalize a schedule of dates for completion of the following key tasks, subject to County review and approval:
 - a. Initial and subsequent meetings with OWPR and CWPP Working Group.
 - b. Establish the Consultant's final project team.
 - c. Establish the project website/social media site.
 - d. Notification of preparation of the CWPP.
 - e. Develop and distribute the Community Wildfire Survey.
 - f. All stakeholder meetings, site visits, and releases of public drafts.
 - g. Initial drafts of the CWPP.
 - h. Final drafts of the CWPP.
 - i. CWPP project date.
2. Consultant, adhering to the timelines for creation of the CWPP, will:
 - a. Keep the Working Group staff informed of the progress of the CWPP through monthly/regular written updates.

- b. Provide accurate invoices to County for work performed.
- c. Participate in the required stakeholder meetings.
- d. Maintain the project website/social media sites.
- e. Deliver the completed final CWPP.

Assumptions for County:

County and the CWPP Working Group will facilitate and review Consultant's work in a timely manner and will:

- a. Provide information, reference documents, and guidance relating to the history of the County and the existing Western El Dorado CWPP.
- b. Facilitate and participate in stakeholder meetings.
- c. Accompany Consultant on site visits to the selected areas involved in the CWPP.
- d. Review and provide comments on administrative and final drafts of the CWPP.

Jensen Hughes

Exhibit B

Rates and Cost Estimate

All of Consultant's services, inclusive of any Work Orders issued pursuant to this Agreement for Supplemental Tasks/Contingency, shall be in accordance with the following rates and cost estimates.

Staff Rates (2024):

Classification:	Hourly Rate:
Project Director	\$292.41
Project Manager	\$171.30
Senior Staff/Fire Ecologist	\$221.28
Senior Consultant 1	\$212.81
Senior GIS Specialist	\$171.30
Associate 3	\$132.65
Senior Wildfire Behavior Analyst	\$120.12
Associate 1	\$104.75

Cost Estimate:

Task	Description	Cost
1	Project Management	\$28,270.00
2	Review Existing Information and Gather Data	\$14,080.00
3	Hazard and Risk Analyses	\$68,510.00
4	Public Engagement Strategy and Community Workshops	\$58,072.00
5	Draft and Final CWPP	\$40,275.00
6	Implementation and Measurements of Success Strategy	\$11,167.00
7	Presentation of Final CWPP	\$6,626.00
Subtotal:		\$227,000.00
Supplemental Tasks/Project Contingency:		
	Project Contingency (Work Orders)	\$23,000.00
Subtotal:		\$23,000.00
Total Cost Estimate:		\$250,000.00

* The hourly rates above and total project cost estimate reflects a 3.5% increase/escalation for hourly rates for 2025.

All expenses and their distribution among the Tasks above are estimates only. This Exhibit represents the composition of the not-to-exceed budget for this Agreement. In the performance of the Scope of Work to be provided in accordance with this cost estimate, Consultant may request to reallocate the expenses listed herein among the various Tasks and Project Contingency identified herein, subject to County's Contract Administrator's written approval. In no event shall the total not-to-exceed amount of the Agreement be exceeded.

Other Direct Costs, Materials, Printing, and Outside Services:

Other direct costs, materials, printing, and outside services shall be invoiced in accordance with ARTICLE III, Compensation for Services.

Mileage/Travel Reimbursement:

Mileage and travel will be reimbursed in accordance with ARTICLE III, Compensation for Services.

Rate Increases:

The rates listed above may be adjusted in accordance with ARTICLE III, Compensation for Services.

Jensen Hughes, Inc.

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 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, any elected official, and the chief administrative officer(collectively "Officer"). It is the Consultant'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 \$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 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 \$250 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.

3/14/2024

Date

Jensen Hughes, Inc.

Type or write name of company



Signature of authorized individual

Raj Arora

Type or write name of authorized individual