

## AGREEMENT

### Agreement Number Cal-IPC.EDC.2026-1

Between

**California Invasive Plant Council (“Cal-IPC”)**

1442-A Walnut Street, #462, Berkeley CA 94709

Project Contact: Doug Johnson, Executive Director

(510) 843-3902 x302, [dwjohanson@cal-ipc.org](mailto:dwjohanson@cal-ipc.org)

Admin. Contact: Agustín Luna, Dir. of Finance, Operations & Administration

(510) 843-3902 x308, [aluna@cal-ipc.org](mailto:aluna@cal-ipc.org)

And

**County of El Dorado, a Political Subdivision of the State of California, acting through the El Dorado County Dept. of Agriculture, Weights, and Measures (“Contractor”)**

Physical: 311 Fair Lane, Placerville CA 95667

Project Contacts: Tom Williams, [tom.williams@edcgov.us](mailto:tom.williams@edcgov.us), 530-621-5520,

LeeAnne Mila, [leeanne.mila@edcgov.us](mailto:leeanne.mila@edcgov.us) 530-621-7403

### **Funder**

Work under this contract is funded by a grant from the USDA Forest Service, Region 5 (“Funder”). The goal of the grant is to control high priority environmental weeds on National Forests in California. Contractor must follow grant guidelines from the Funder and other requirements to be determined by Cal-IPC based on contractual requirements of Funder.

### **Services**

Contractor will provide environmental weed management services for four years as described in Appendix A – Scope of Work. Further details may be determined in discussion between Cal-IPC and Contractor during the project.

### **Term**

Expenses must be incurred between Jan. 1, 2026, and May 31, 2028.

### **Compensation**

Contractor’s compensation for services rendered under this Agreement is described in Appendix B – Budget and shall not exceed \$20,000.

### **Invoicing and Payment**

Contractor shall invoice Cal-IPC on a quarterly basis, by the 5th of the month following the quarter, or when work is complete. Invoices shall provide detail on expenditures and work performed, with expenses tied to itemized contracted services. Cal-IPC will review and approve

invoices promptly. Payment will be made after Cal-IPC receives its quarterly reimbursement from Funder, typically within 90 days of Cal-IPC receiving Contractor's invoice.

### **Reporting**

Reports on work performed shall be sent to Cal-IPC each quarter, by the 5<sup>th</sup> of the month following the quarter. This information will be used in Cal-IPC's progress reports to the Funder.

### **Independent Contractor**

Contractor is independent and wholly responsible for the manner in which it performs services required by terms of this Agreement. And unless otherwise stated, Contractor shall provide all tools, materials, equipment and labor required for the prompt completion of the services described herein or in the corresponding Scope of Work. Contractor shall perform the services as independent contractors and not as employees of Cal-IPC. Contractor shall obtain all necessary permits, shall comply with all applicable laws and authorizations, take all required or appropriate safety precautions, and, to the extent work is performed on Cal-IPC's premises, abide by all Cal-IPC operating and safety rules. Employees of Contractor will not be entitled to any benefits payable to employees of Cal-IPC. Contractor will advise all persons they assign or hire to perform any duty under this Agreement that they are not employees of Cal-IPC. In the event of any significant staffing changes during the project, Contractor will provide thirty (30) day advance written notice to Cal-IPC. Contractor may not contract with or otherwise engage any subcontractor to perform work under this Agreement for services without Cal-IPC approval.

### **Limitation of Liability**

TO THE EXTENT PERMITTED BY LAW, CAL-IPC AND CONTRACTOR SHALL MUTUALLY HOLD HARMLESS, INDEMNIFY AND DEFEND EACH OTHER AND THEIR OFFICERS, AGENTS AND EMPLOYEES FROM EVERY EXPENSE, LIABILITY, OR PAYMENT BY REASON OF INJURY (INCLUDING DEATH) TO PERSON OR PROPERTY SUFFERED THROUGH ANY ACT OR OMISSION, INCLUDING PASSIVE NEGLIGENCE OR ACT OF NEGLIGENCE, OR BOTH DIRECTLY OR INDIRECTLY ARISING FROM THIS AGREEMENT. THIS PROVISION SHALL NOT BE DEEMED TO REQUIRE EITHER PARTY TO INDEMNIFY THE OTHER AGAINST LIABILITY OR DAMAGE ARISING FROM THE SOLE NEGLIGENCE OR WILLFUL MISCONDUCT OF THE OTHER, ITS AGENTS, OFFICERS OR EMPLOYEES. CONTRACTOR EXCLUSIVELY ASSUMES RESPONSIBILITY FOR ACTS OF ITS EMPLOYEES, ASSOCIATES, AND SUB-CONTRACTORS.

CONTRACTOR SHALL BE RESPONSIBLE FOR PERFORMING THE WORK UNDER THIS AGREEMENT IN A SAFE, PROFESSIONAL, SKILLFUL AND WORKMANLIKE MANNER AND SHALL BE LIABLE FOR ITS OWN NEGLIGENCE AND NEGLIGENT ACTS OF ITS EMPLOYEES. CAL-IPC SHALL HAVE NO RIGHT OF CONTROL OVER THE MANNER IN WHICH WORK IS TO BE DONE AND SHALL, THEREFORE, NOT BE CHARGED WITH RESPONSIBILITY OF PREVENTING RISK TO CONTRACTOR OR ITS EMPLOYEES.

### **Nondiscrimination and Compliance**

The Contractor shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave. Contractor shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code 12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 11000 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Subchapter 5 of Chapter 5 of Division 4.1 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made apart hereof as if set forth in full. The Contractor shall abide by its policy that labor organization which have a collective bargaining or other Agreement with the Contractor and its sub-contractors shall have a written notice of the Consultant's obligations under the Fair Employment and Housing Act (Gov. Code Section 12990 (a-f) et seq.) and the California Code of Regulations (Title 2, Section 11000 et seq.) incorporated into this Agreement by reference.

### **Federal Civil Rights**

As a partner to the US government, your responsibilities for complying with Federal Civil Rights laws include, but are not limited to:

- Signing an assurance certifying that you will comply with Civil Rights laws. You must also obtain a signed assurance from all sub-contractors.
- Displaying the "And Justice for All" USDA poster (AD-475C) in your public reception areas or other areas that are visible to the public. Contact Cal-IPC to obtain copies of Civil Rights Compliance printed material.

### **Disbarment**

Contractor certifies that they are not debarred or suspended from working on federally funded projects or from participation in Federal assistance programs. The "Excluded Parties List" system for suspended or debarred sub-grantees and contractors may be search at [www.sam.gov](http://www.sam.gov). Subcontractors cannot be listed as disbarred on SAM.gov.

### **OMB**

Prime and sub-recipients to this federally funded project are subject to OMB guidance in subparts A through F of 2 CFR Part 200 as adopted and supplemented by the USDA in 2 CFR Part 400. Adoption by USDA of the OMB guidance in 2 CFR 400 gives regulatory effect to the OMB guidance in 2 CFR 200 where full text may be found.

### **Insurance**

Contractor shall maintain during the performance of services the following insurance and shall name Cal-IPC as an additional insured and provide evidence to Cal-IPC on such policies: (a) Liability Insurance of at least \$1 million (bodily injury and property

damage) including Contractual Liability Insurance to cover liability assumed under this contract; and (b) Automobile Bodily Injury and Property Damage Liability Insurance covering owned, non-owned and hired automobiles in the amount of \$1 million. In addition, Contractor shall maintain any Workers' Compensation insurance required by applicable law.

### **Subcontractors**

Contractor may not engage any subcontractor to perform work under this Agreement for Services without the approval of Cal-IPC.

### **Modification**

This Agreement may be amended by mutual written consent of Cal-IPC and Contractor. Amendments become effective only when in writing and fully executed by authorized officers of both parties.

### **Termination**

Either party may terminate this Agreement at any time for any reason by providing written notice to the other party. In the event of unforeseen termination, Contractor will provide to Cal-IPC all products that have been paid for, and Cal-IPC will pay for all products produced up to the termination date under a reasonable interpretation of established guidelines.

### **Records**

Contractor shall maintain true and complete records in connection with the services and all transactions related to this Agreement and shall retain such records for at least three (3) years after the end of the calendar year in which the services are performed. Auditors representing Cal-IPC or the Funder shall have the right to examine records related to the services and materials provided by Contractor under this Agreement.

### **Other Clients**

It is understood that this Agreement does not create an exclusive relationship between the parties. The parties agree that Contractor may provide similar services to other clients during the term of this Agreement. Whenever Contractor becomes aware that services rendered to another client would conflict with Contractor's responsibilities or hinder Contractor's performance, Contractor will notify Cal-IPC. At the request of Cal-IPC, Contractor shall not represent Cal-IPC with respect to issues where such conflicts exist.

### **Compliance**

In conducting its activities under this Agreement, Contractor shall comply with all applicable federal, state and local laws, regulations and ordinances and shall secure all appropriate necessary public or private permits and consents.

### **Governing Law**

This Agreement shall be governed by and construed in accordance with the laws of the State of California without regard to the conflict of law rules. 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.

**Notices**

All notices required to be given under this Agreement shall be sent first class mail, return receipt requested to the contacts listed at the top of this Agreement.

**Entire Agreement**

This agreement (and all corresponding appendices) represents the entire agreement between the parties and supersedes all prior oral and written understandings and agreements; no other representations or agreements shall be effective unless in writing containing a specific reference to this Agreement and signed by CAL-IPC and Contractor’s representatives. Nothing herein shall be construed to give rights or benefits to anyone other than those named here.

**No Authority to Bind**

It is expressly understood and agreed that Contractor shall have no right or authority at any time to make any contract or binding promise of any nature on behalf of the Company, whether oral or written, without the express written consent of CAL-IPC.

**Severability**

If any provision of this Agreement shall be held or made invalid by a court decision, statute, rule, or otherwise, the remainder of this Agreement shall not be affected thereby and shall remain in full force and effect as if the invalidated provision had not been included herein.

Signatures below indicate acceptance of the terms and conditions of this Agreement.

For Cal-IPC:

Signed: \_\_\_\_\_  
Doug Johnson, Executive Director

Dated: \_\_\_\_\_

For Contractor:

Signed: \_\_\_\_\_

Dated: \_\_\_\_\_

Name: Brooke Laine

Title: Chair, Board of Supervisors

## **Exhibit A – Scope of Work**

Services for this Agreement are to control invasive yellow starthistle at the El Dorado County Fairgrounds in Placerville. Work shall be coordinated with Fairgrounds Maintenance Supervisor Eric Frieberg. The privately owned 60-acre fairgrounds property is frequently used as the Incident Command Post during large fires in El Dorado County, including on the Eldorado National Forest. Areas used for staging equipment and personnel are infested with yellow starthistle, which poses a significant risk of moving propagules of this major weed into the ENF. Treatment will occur each year at a time when treatment will be most effective and will reduce additional production of seed. To be considered effective, 95% or greater of the yellow starthistle plants will have been killed each year. Multiple rounds of treatment may be necessary each year. Treatment will be conducted for three years: 2026, 2027, and 2028.

**Exhibit B – Budget**

For three years of treatment (2026, 2027, 2028):

Labor: \$19,000

Materials: \$1,000

**Total: \$20,000**