

Lake Valley Fire Protection District

FIRST AMENDMENT TO AGREEMENT FOR SERVICES #9705

THIS FIRST AMENDMENT to that Agreement for Services #9705 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 Lake Valley Fire Protection District, whose principal place of business is 2211 Keetak Street, South Lake Tahoe, California 96150 (hereinafter referred to as "District").

RECITALS

WHEREAS, District has been engaged by County to provide fire inspection services within the scope of Chapter 8.09 of the County Codes and Ordinances, titled "Hazardous Vegetation and Defensible Space for the Chief Administrative Office pursuant to Agreement for Services #9705, dated June 30, 2025, incorporated herein and made by reference a part hereof (hereinafter referred to as "Agreement");

WHEREAS, the parties hereto desire to amend the Agreement to update the reporting provisions, amending **ARTICLE I, Scope of Work**;

WHEREAS, the parties hereto desire to amend the Agreement to extend the expiration date of June 30, 2026 for three (3) additional years, amending **ARTICLE II, Term**;

WHEREAS, the parties hereto desire to amend the Agreement to increase the not-to-exceed compensation amount of the Agreement by \$180,000, for a new not-to-exceed amount of \$240,000, amending **ARTICLE III, Compensation for Services**;

WHEREAS, the parties hereto desire to amend the Agreement to update the District's recipient information, amending **ARTICLE XIV, Notice to Parties**;

WHEREAS, the parties hereto desire to amend the Agreement to update the County's Contract Administrator, amending **ARTICLE XXVII, Contract Administrator**;

NOW, THEREFORE, in consideration of the foregoing and the mutual promises and covenants hereinafter contained, County and District mutually agree to amend the terms of the Agreement in this First Amendment to Agreement for Services #9705 on the following terms and conditions:

I. **ARTICLE I, Scope of Work**, the Items of Work are amended to read as follows:

Items of Work to be performed:

1. District shall conduct and report all inspections in accordance with County Hazardous Vegetation and Defensible Space Ordinance – Chapter 8.09, the Implementation Guidelines, and the Contract Standard Operating Procedures,

including any amendments provided by County.

2. District shall document such inspections using forms provided by County [see Exhibit A, marked Inspection Form (EDC-LE-100a)], or similar forms approved by County, and shall record inspection data using the data collection application currently in use by County, or a similar data collection application approved by County.
3. District shall have the option, but not obligation, to investigate any citizen complaints received by County concerning violations of Chapter 8.09 in all areas of County within the Tahoe Basin and all areas west to the Strawberry area. The District shall not receive compensation from County for any such investigative activities it elects to undertake.
4. With the exception of one (1) initial Notice of Inspection and one (1) reminder Notice of Inspection to be sent by County to property owners within the CEA, District shall be responsible for all notices and communications related to such inspections up to the point of referral to County for enforcement.
5. With the help of the Defensible Space Working Group, District shall identify CEA's to inspect on behalf of County. The list of parcels to be inspected in the CEA will be provided to District by County's Contract Administrator and shall not exceed three hundred twenty-five (325) parcels annually.
6. District shall conduct no less than one (1) community informational meeting in the CEA (either in person or virtually), prior to conducting inspections and no less than one (1) community information meeting every year thereafter for the life of the agreement. The purpose of these meetings shall be to provide property owners and residents in the CEA education on the steps that they can take to reduce the wildfire risk to their property. District shall take steps to promote attendance at the community informational meetings and provide signage and education materials for the meetings.
7. District shall attempt to complete an inspection of all properties in the CEA on behalf of County. When access to a property is obstructed by a gate or other barrier to complete the inspection, District shall leave a door hanger or send a written notice to the property owner, via mail, demanding access to the property for the purpose of completing this inspection. If the property owner continues to refuse access to the property for this inspection, District shall notify County within thirty (30) calendar days of this continued refusal by the property owner via a written report documenting inspection attempts and any other pertinent information.
8. District shall conduct at least one (1) inspection and shall not be obligated to conduct more than three (3) inspections of each subject property within the CEA or as a result of citizen complaints. If compliance has not been achieved after three (3) inspections, District may, at its discretion and at its own cost,

continue to work with the property owner to achieve compliance, or refer the property to County for further action.

9. District shall provide a copy of each inspection report to the property owner. For non-compliant properties, such report shall include a list of corrective actions to be taken by the property owner to bring the property into compliance, as well as a date for re-inspection.
10. District shall update a tracking sheet provided by County on a weekly basis to document inspection data and progress, ensuring all information remains current and accurate.
11. District shall provide County with a monthly written progress report, in a format approved by County, within ten (10) business days following the last day of each month, which includes, at a minimum, a list of properties inspected, the number of inspections conducted on each property, and the status of the property (compliant or non-compliant). See Exhibit B, marked monthly progress report template, for an example of the monthly written progress report.
12. District shall prepare and submit to County an annual report no later than July 31 of each year during the life of the agreement summarizing the program tasks and deliverables that were completed between July 1 and June 30.
13. Within sixty (60) days following the expiration of this Agreement, District shall prepare and submit to County a final report summarizing the program tasks and deliverables that were completed.
14. All reports shall be submitted to County's Contract Administrator or designee within the Office of Wildfire Preparedness and Resilience (OWPR), or designee, unless otherwise specified.

II. ARTICLE II, Term, of the Agreement is amended in its entirety to read as follows:

ARTICLE II

Term: This Agreement shall become effective upon final execution by both parties and shall cover the period of July 1, 2025, through June 30, 2029.

III. ARTICLE III, Compensation for Services, of the Agreement is amended in its entirety to read as follows:

ARTICLE III

Compensation for Services: For services provided herein, including any deliverables that may be identified herein, County agrees to pay District a fixed fee of **\$5,000** per month, in arrears, allowing for prorated payments for partial months. Payment shall be made within forty-five (45) days following County's receipt and approval of an invoice consisting of the monthly progress report identified in ARTICLE I, Scope of Work, of this Agreement.

The total amount of this Agreement shall not exceed \$240,000, as amended, inclusive of all costs, taxes, and expenses.

Itemized invoices shall follow the format specified by County and shall reference this Agreement number on each coversheet. District shall attach copies of any progress reports required under the provisions of ARTICLE I, Scope of Work, Subsection 11, 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 District's charges for the specific services billed on those invoices. Invoices shall be mailed to County at the following address:

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

Attn.: Emma Owens
Chief Budget Officer

or to such other location as County directs.

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

IV. ARTICLE XIV, Notice to Parties, of the Agreement is amended in its entirety to read as follows:

ARTICLE XIV

Notice to Parties: All notices to be given by the parties hereto shall be in writing and served by depositing same in the United States Post Office, postage prepaid and return receipt requested. Notices to County shall be in duplicate and addressed as follows:

To County:

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

With a copy to:

County of El Dorado
Chief Administrative Office
Procurement and Contracts Division
330 Fair Lane
Placerville, California 95667

Attn.: Emma Owens
Chief Budget Officer

Attn.: Michele Weimer, MPA, CPPO
Procurement and Contracts Manager

or to such other location as County directs.

Notices to District shall be addressed as follows:

Lake Valley Fire Protection District
2211 Keetak Street
South Lake Tahoe, California 96150

Attn.: John McNamara, Fire Chief

or to such other location as District directs.

- V. **ARTICLE XXVII, Contract Administrator**, of the Agreement is amended in its entirety to read as follows:

ARTICLE XXVII

Contract Administrator: The County Officer or employee with responsibility for administering this Agreement is Emma Owens, Chief Budget Officer, Chief Administrative Office, or successor.

Except as herein amended, all other parts and sections of Agreement for Services #9705 shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to Agreement for Services #9705 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: _____
Deputy Clerk

Dated: _____

-- LAKE VALLEY FIRE PROTECTION DISTRICT --

By: *John McNamara*
John McNamara (Jun 15, 2026 09:12:41 PDT)
John McNamara
Fire Chief
"District"

Dated: 06/15/2026