

# Lake Valley Fire Protection District

## AGREEMENT FOR SERVICES #8713

**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 Lake Valley Fire Protection District, whose address is 2211 Keetak Street, South Lake Tahoe, California 96150 (hereinafter referred to as "District").

### RECITALS

**WHEREAS**, County has adopted Chapter 8.09 of the County Codes and Ordinances, titled "Vegetation Management and Defensible Space;" finding and declaring that the uncontrolled growth and/or accumulation of weeds, grasses, hazardous vegetation and combustible materials or obstructions on sidewalks, streets, and on land or lots within the County is dangerous or injurious to neighboring property and the health, safety, and welfare of the residents of the County, and that such growth and accumulation constitute a public nuisance in that it creates fire hazards, reduces the value of private property, promotes blight and deterioration, invites plundering, constitutes an unattractive nuisance and creates a hazard to the health, safety, and general welfare of the public;

**WHEREAS**, County is responsible for enforcing Chapter 8.09 of the County Codes and Ordinances, including any amendments thereto, and has established a program of property inspections to determine compliance with Chapter 8.09, whereby County and the California Department of Forestry and Fire Protection (CAL FIRE) collaborate to identify high-risk priority areas in which to focus inspection efforts annually (hereinafter referred to as "County Emphasis Areas" or "CEAs");

**WHEREAS**, District is duly organized pursuant to the Fire Protection District Law of 1987 (Health & Safety Code, sections 13800-13970);

**WHEREAS**, pursuant to Chapter 8.09, the chief of a fire department within El Dorado County, or his or her designee, is authorized to conduct inspections of properties subject to Chapter 8.09, including any amendments thereto, recommend abatement, and refer violations to County;

**WHEREAS**, County has determined that the provision of fire prevention inspection services within the scope of Chapter 8.09 by District are in the public's best interest and due to the limited timeframes, temporary or occasional nature, the ongoing aggregate of work to be performed is not sufficient to warrant the addition of permanent staff in accordance with El Dorado County Codes and Ordinances, Sections 3.13.030(C), by El Dorado County Charter section 210(b)(6) and/or Government Code section 31000;

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

## **ARTICLE I**

**Scope of Work:** District agrees to furnish, at District's own cost and expense, all personnel, equipment, tools, materials, and services necessary to perform the services and tasks required under this Agreement.

Services to be performed:

1. District shall attempt to complete an inspection of all properties determined by County's Contract Administrator within the Upper Apache – Phase II CEA in Meyers, California, on behalf of County. District shall be responsible for inspecting properties within the CEA subject to County Vegetation Management and Defensible Space Chapter 8.09, including any amendments thereto. The list of parcels to be inspected in the CEA will be provided to District by County's Contract Administrator.
2. District shall investigate all 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.
3. District shall document such inspections using forms provided by County, or similar forms approved by County, and shall record inspection data through the use of the data collection application currently in use by County.
4. District shall conduct no less than one (1) community informational meeting in the CEA to be inspected (either in person or virtually), prior to conducting inspections. The purpose of this meeting 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 meeting(s) and provide signage and education materials for the meeting(s).
5. 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. With the exception of one (1) initial 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.
6. 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 send a written notice to the property owner, via certified 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.
7. 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. District shall not be required to conduct more than three (3) inspections on any one (1) property.

8. 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 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).
10. 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.
11. All reports shall be submitted to County's Program Manager within the Office of Wildfire Preparedness and Resilience (OWPR), or designee, unless otherwise specified.

District shall perform the services and tasks required under this Agreement in a safe, professional, skillful, and workmanlike manner. District is responsible for ensuring that its employees, as well as any subcontractor if applicable, perform the services and tasks required under this Agreement accordingly.

## **ARTICLE II**

**Term:** This Agreement shall become effective upon final execution by both parties hereto and shall cover the period of July 1, 2024, through June 30, 2025.

## **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 **\$6,562.50** per month, in arrears. 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 **\$78,750**, inclusive of all costs, taxes, and expenses.

Itemized invoices shall follow the format specified by County and shall reference this Agreement number 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 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.: Tom Meyer, Program Manager

or to such other location as County directs.

In the event that District fails to deliver, in the format specified, the deliverables and 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.

#### **ARTICLE IV**

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

#### **ARTICLE V**

**Progress Reports:** Consultant shall submit written progress reports to County's Contract Administrator at intervals that are commensurate with the requirements of the items of work and tasks being performed and based upon a mutually agreeable schedule. At a minimum, Consultant shall submit progress reports once per month. The reports shall be sufficiently detailed for County's Contract Administrator to determine if Consultant is performing to expectations and is on schedule, to provide communication of interim findings, and to afford occasions for airing difficulties or special circumstances encountered so that remedies can be developed. County's review of these reports seeks to ensure that Consultant's work meets a level of acceptability as determined by County's Contract Administrator, and Consultant shall be required to modify its work as necessary to meet that level of acceptability as defined by County's Contract Administrator. Progress reports shall include the total number of hours worked by Consultant and any authorized subconsultants and shall include descriptions 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**

**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 VII**

**District 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 District, and District may perform similar work or services for others. However,

District 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 District's responsibilities or hinder District's performance of services hereunder, unless County's Contract Administrator, in writing, authorizes that agreement or sharing of information.

#### **ARTICLE VIII**

**Confidentiality:** District shall maintain the confidentiality and privileged nature of all records, including billing records, together with any knowledge therein acquired, in accordance with all applicable state and federal laws and regulations, as they may now exist or may hereafter be amended or changed. District, and all District's staff, employees, and representatives, shall not use or disclose, directly or indirectly at any time, any said confidential information, other than to County's Office of Wildfire Preparedness and Resilience 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 IX**

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

#### **ARTICLE X**

**Independent Contractor:** The parties intend that an independent contractor relationship will be created by this contract. District is, and shall be at all times, deemed independent and shall be wholly responsible for the manner in which it performs services required by the terms of this Agreement. District exclusively assumes responsibility for acts of its employees, agents, affiliates, and subcontractors, 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 District. Those persons will be entirely and exclusively under the direction, supervision, and control of District.

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 District performs the work or services for accomplishing the results. District understands and agrees that District lacks the authority to bind County or incur any obligations on behalf of County.

District, including any subcontractor or employees of District, 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. District 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 District. District shall not be subject to the work schedules or vacation periods that apply to County employees.

District 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 District provides for its employees.

District 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 XI**

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

## **ARTICLE XII**

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

## **ARTICLE XIII**

### **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 District 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 District, the excess costs to procure from an alternate source.
  2. County shall pay District the sum due to District 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 District upon demand.
  3. County may require District 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 District in this Agreement proves to have been false or misleading in any respect.
  3. District 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 XX, Conflict of Interest.

B. Bankruptcy: County may terminate this Agreement immediately in the case of bankruptcy, voluntary or involuntary, or insolvency of District.

- C. **Ceasing Performance:** County may terminate this Agreement immediately in the event District ceases to operate as a business or otherwise becomes unable to substantially perform any term or condition of this Agreement.
- D. **Termination or Cancellation without Cause:** Either party may terminate this Agreement, 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 District, 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 Agreement. Upon receipt of a Notice of Termination, District shall promptly discontinue all services affected, as of the effective date of termination set forth in such Notice of Termination, unless the Notice directs otherwise.

**ARTICLE 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  
 Attn: Tom Meyer  
 Program Manager

With a copy to:

County of El Dorado  
 Chief Administrative Office  
 330 Fair Lane  
 Placerville, California 95667

Attn.: Michele Weimer  
 Procurement and Contracts Manager

Notices to District shall be addressed as follows:

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

Attn.: Chief Chad Stephens

**ARTICLE XV**

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

**Indemnity:** To the fullest extent permitted by law, District 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 District 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.

The duty to indemnify and hold harmless County specifically includes the duties to defend set forth in Civil Code section 2778. The insurance obligations of Contractor are separate, independent obligations under the Contract Documents, 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 Contract Documents.

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 XVII**

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

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

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

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

### **ARTICLE XVIII**

**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 XIX**

**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 XX**

**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 District and performing work for County and who are considered to be District 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 Districts 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.

District covenants that during the term of this Agreement neither it, nor any officer or employee of District, 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 District becomes aware of a conflict of interest related to this Agreement, District shall promptly notify County of the existence of that conflict, and County may, in its sole discretion, immediately terminate this Agreement by giving written notice of termination specified in ARTICLE XIII, Default, Termination, or Cancellation.

## **ARTICLE XXI**

### **Nondiscrimination:**

- A. County may require District's services on projects involving funding from various state and/or federal agencies, and as a consequence, District shall comply with all applicable nondiscrimination statutes and regulations during the performance of this Agreement including but not limited to the following: District and its employees and representatives shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, mental disability, medical condition, genetic information, military or veteran status, marital status, age, gender, gender identity, gender expression, sexual orientation, or sex; District shall, unless exempt, comply with the applicable provisions of the Fair Employment and Housing Act (Government Code 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. District and its employees and representatives shall give written notice of their obligations under this clause as required by law.
- B. Where applicable, District shall include these nondiscrimination and compliance provisions in any of its agreements that affect or are related to the services performed herein.
- C. District's signature executing this Agreement shall provide any certifications necessary under the federal laws, the laws of the State of California, including but not limited to Government Code section 12990 and 2 California Code of Regulations section 11102.

## **ARTICLE XXII**

**California Residency (Form 590):** If District is a California resident, District 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. District 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 District during the term of this Agreement. This requirement applies to any agreement/contract exceeding \$1,500.

## **ARTICLE XXIII**

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

## **ARTICLE XXIV**

**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. District 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 XXV**

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

## **ARTICLE XXVI**

**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 XXVII**

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

## **ARTICLE XXVIII**

**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 XXIX**

**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 XXX**

**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 XXXI**

**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 XXXII**

**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 XXXIII**

**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: \_\_\_\_\_  
Deputy Clerk

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

**-- LAKE VALLEY FIRE PROTECTION DISTRICT --**

By:  \_\_\_\_\_  
[Chad Stephen \(May 17, 2024 15:40 PDT\)](#)  
Chad Stephens  
Fire Chief  
"District"

Dated: 05/17/2024