

**AGREEMENT FOR SERVICES BY AND BETWEEN THE COUNTY OF
LAKE AND LAKE COUNTY RESOURCE CONSERVATION DISTRICT
FOR THE LAKE COUNTY FIRE SAFE COUNCIL**

RECITALS

WHEREAS, in 2001, East Lake Resource Conservation District played a key role in facilitating the formation of the Lake County Fire Safe Council (LCFSC) for the purpose of assisting Lake County residents in preparing for and mitigating the impacts of catastrophic wildfire.

WHEREAS, in 2008 following the adoption of the General Plan, the Board of Supervisors and County of Lake were tasked with the development of the County's first Community Wildfire Protection Plan.

WHEREAS, in 2010 the County of Lake entered into an agreement with the Resource Conservation District to provide coordination of the Lake County Fire Safe Council and manage the Community Wildfire Protection Plan.

WHEREAS, in 2016, the East Lake Resource Conservation District and the West Lake Resource Conservation District consolidated into the Lake County Resource Conservation District (LCRCD) to better serve the County of Lake's conservation needs and houses the LCFSC.

WHEREAS, in 2018, the County of Lake, Fire Chiefs, Fire Districts, Watershed Protection District, and the two Lake County cities, in partnership with LCRCD and LCFSC and other non-governmental entities established a Risk Reduction Authority (RRA) Joint Powers Agreement for the purpose of supporting the Fire Districts to enforce fire code safety measures and assisting the Board of Supervisors in facilitating resource sharing, communications, and cooperation among the various Fire Safe planning groups within the County.

WHEREAS, through their mutual efforts and cooperation, the LCFSC supported the development of a Community Wildfire Protection Plan with desire to further develop, maintain, and implement; and

WHEREAS, as part of their continuing joint efforts to prevent wildfires in Lake County, the LCFSC and the RRA also desire to implement activities and services that are in accordance with the Firewise Communities program; and

WHEREAS, the LCFSC and the RRA have need of professional services to assist in the foregoing efforts and LCFSC has the appropriate skills, experience, and resources.

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

AGREEMENT FOR SERVICES BY AND BETWEEN THE COUNTY OF LAKE AND LAKE COUNTY RESOURCE CONSERVATION DISTRICT FOR THE LAKE COUNTY FIRE SAFE COUNCIL

This Agreement is made and entered into by and between the County of Lake, hereinafter referred to as “County”, and Lake County Resource Conservation District (RCD), hereinafter referred to as “Contractor”, collectively referred to as the “parties”.

1. **SERVICES.** Subject to the terms and conditions set forth in this Agreement, Contractor shall provide to County the services described in the Scope of Services attached hereto and incorporated herein as Exhibit A at the time and place and in the manner specified therein. In the event of a conflict in or inconsistency between the terms of this Agreement and Exhibit A – Scope of Services, Exhibit B – Fiscal Provisions, and Exhibit C – Compliance Provisions, the Agreement shall prevail.

2. **TERM.** This Agreement shall commence **January 1st, 2024**, and shall continue for five years, until **December 31st, 2028**, unless earlier terminated as hereinafter provided. The Scope of Services (Exhibit A) and Fiscal Provisions (Exhibit B) may be reviewed and updated annually.

3. **COMPENSATION.** Contractor has been selected by County to provide the services described hereunder in Exhibit A (Scope of Services), attached hereto. Compensation to Contractor shall not exceed available appropriated funds determined annually and documented in Exhibits A and B. The County shall compensate Contractor via an annual lump sum based upon the Congressional allocation of Title III funding for Lake County, California, for the previous fiscal year, in accordance with the provisions set forth in Exhibit B (Fiscal Provisions), attached hereto, provided that Contractor is not in default under any provisions of this agreement. Compensation to Contractor is contingent upon appropriation of federal, state, and county funds.

Total annual remuneration, including all compensation and reimbursements under this Agreement shall not exceed \$40,000, unless modified in accordance with the procedures set forth herein.

4. **TERMINATION.** This Agreement may be terminated by mutual consent of the parties or by County upon 30 days’ written notice to Contractor. In the event of non-appropriation of funds for the services provided under this Agreement, County may terminate this Agreement, without termination charge or other liability. Upon termination, Contractor shall be paid a prorated amount for the services provided up to the date of termination.

5. **MODIFICATION.** This Agreement may only be modified by a written amendment hereto, executed by both parties; however, matters concerning scope of services and minor adjustments to annual appropriations may be modified by mutual written consent of Contractor and County executed by Susan Parker, County Administrative Officer.

6. **NOTICES.** All notices between the parties shall be in writing addressed as follows:

County of Lake

Lake County Resource Conservation District

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Administration
255 N. Forbes St
Lakeport, CA 95453

Attn: Susan Parker, CAO
Susan.Parker@LakeCountyca.gov

889 Lakeport Blvd
Lakeport, CA 95453

Attn: Dr. Harry Lyons, President
Lyons.Harry@att.net

7. **EXHIBITS.** The Agreement Exhibits, as listed below, are incorporated herein by reference:

Exhibit A – Scope of Services
Exhibit B – Fiscal Provisions
Exhibit C – Compliance Provisions

8. **TERMS AND CONDITIONS.** Contractor warrants that it will comply with all terms and conditions of this Agreement and Exhibits, and all other applicable federal, state and local laws, regulations and policies.

9. **INTEGRATION.** This Agreement, including attachments, constitutes the entire agreement between the parties regarding its subject matter and supersedes all prior Agreements, related proposals, oral and written, and all negotiations, conversations or discussions heretofore and between the parties.

Executed at Lakeport, California on _____.

COUNTY OF LAKE

LAKE COUNTY RESOURCE
CONSERVATION DISTRICT

Susan Parker
County Administrative Officer

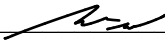
Harry Lyons
Harry Lyons (Apr 26, 2024 03:43 PDT)

Dr. Harry Lyons
President, Lake County RCD

APPROVED AS TO FORM:

LLOYD GUINTIVANO

County Counsel

By: 
Lloyd Guintivano (Apr 24, 2024 14:29 PDT)

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EXHIBIT A – SCOPE OF SERVICES

1. PROJECT SUMMARY

The Lake County Fire Safe Council (LCFSC)'s mission is to empower Lake County residents and businesses with the information, knowledge, and support to protect their family and property from wildfire. The vision is to foster a fire-wise county developed through ongoing public education, training, and community collaboration for wildfire mitigation projects. The new 2023 Community Wildfire Protection Plan (CWPP), the Community Mitigation Action Team (CMAT) recommendations will guide the LCFSC in collaboration with the Lake County Community Risk Reduction Authority (RRA) to contribute to the greater wildfire management strategy.

2. CONTRACTOR RESPONSIBILITIES.

2.1 Community Outreach, Education

- i. The LCFSC will convene county-wide fire safe stakeholders on a monthly basis to share and collaborate on community fire safety opportunities.
- ii. LCFSC will promote accessible defensible space, home hardening, and other fire safety at community events throughout the year.

2.2 CWPP

- i. Plan and coordinate activities, programs, and resources that provide for the on-going development and implementation of the Community Wildfire Protection Plan in coordination with governmental and non-governmental fire safety groups.
- ii. Plan, coordinate and implement activities, programs and resources that are in accordance with the Firewise Communities Program, including to the extent allowable, implementation of the Community Wildfire Protection Plan.
- iii. Acting in the capacity of Grantee, CONTRACTOR shall develop and submit grant applications and seek additional sources of funding for the purpose of securing resources that will sustain and enhance the efforts of the Lake County Fire Safe Council with particular emphasis on securing funding for implementation of the Community Wildfire Protection Plan.

2.3 RRA: The LCFSC representative will provide updates to the RRA meeting on the CWPP and other relevant fire safety activities and opportunities.

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2.4 Eligible expenses: Acceptable expenses for the LCFSC include salary and wages for supporting staff, professional contracted services, mileage reimbursement, LCFSC website maintenance fees, and public fire safe educational materials and supplies.

2.5 Reporting: Contractor shall prepare and submit to County on a quarterly basis, a written report detailing the hours utilized, activities, and services rendered that the Contractor has performed toward the satisfactory achievement of the Scope of Services. A year-end report will be required no later than 12 months and 45 days after the annual invoice has been submitted and payment has been disbursed. All reporting will include documentation of all expenditures.

3. RECORDS RETENTION. Contractor shall prepare, maintain and/or make available to the County upon request, all records and documentation pertaining to this Agreement, including financial, statistical, property, recipient and service records and supporting documentation for a period of five (5) years from the date of final payment of this Agreement. If at the end of the retention period, there is ongoing litigation or an outstanding audit involving the records, the Contractor shall retain the records until resolution of litigation or audit. After the retention period has expired, Contractor assures that confidential records shall be shredded and disposed of appropriately.

4. COUNTY RESPONSIBILITIES.

4.1 County shall provide timely responses for information or materials needed in support of the grant application, such as letters of support.

4.2 The County shall provide constructive feedback to the Contractor on the performance of the scope of services no less than annually.

4.3 Subject to prior approval by County, County may also reimburse the actual cost of extraordinary expenses, including but not limited to, specialized services, supplies, and equipment that can not otherwise be provided by LCFSC's existing resources and that are reasonably necessary in delivering the services provided herein.

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EXHIBIT B – FISCAL PROVISIONS

1. CONTRACTOR’S FINANCIAL RECORDS. Contractor shall keep financial records for funds received hereunder, separate from any other funds administered by Contractor, and maintained in accordance with Generally Accepted Accounting Principles and Procedures and the Office of Management and Budget’s Cost Principles.

2. Fund Disbursement

2.1 The Secure Rural Schools Act’s reauthorization frequency varies, as does the payments received by the County. If the reauthorization expires, counties revert back to receiving 25% payments based on the 1908 Act. Therefore, payments to Contractor will lag by one fiscal year so that the County can budget appropriately. County will advise Contractor on pending amount for the following fiscal year, and will disburse a lump sum payment to Contractor within 20 business days each fiscal year, as is available, for funds allocated the previous fiscal year

2.2 Annual disbursement of funds will be based on the previous fiscal years’ allocation and dependent on the timely and accurate quarterly and year-end reporting and invoicing by Contractor. If reporting does not meet expectations, fund disbursement will transition to quarterly invoicing and reimbursements.

3. AUDIT REQUIREMENTS AND AUDIT EXCEPTIONS

3.1 Contractor warrants that it shall comply with all audit requirements established by County and will provide a copy of Contractor’s Annual Independent Audit Report, if applicable.

3.2 County may conduct periodic audits of Contractor’s financial records, notifying Contractor no less than 48 hours prior to scheduled audit. Said notice shall include a detailed listing of the records required for review. Contractor shall allow County, or other appropriate entities designated by County, access to all financial records pertinent to this Agreement.

3.3 Contractor shall reimburse the County for audit exceptions within 30 days of written demand or shall make other repayment arrangements subject to the approval of the County.

4. BUDGET.

4.1 The annual budget for this agreement will vary, depending on appropriations under Title III, the Secure Rural Schools Act.

5. EXPENDITURE OF FUNDS.

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5.1 Funds payable through this agreement shall not be used to purchase food or promotional merchandise or to attend conferences unless specifically approved in writing by County representative in advance of expenditure.

5.2 County reserves the right to refuse payment to Contractor or disallow costs for any expenditure determined to be unreasonable, out of compliance, or inappropriate to the services provided hereunder.

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EXHIBIT “C” – COMPLIANCE PROVISIONS

1. **INFORMATION INTEGRITY AND SECURITY.** Contractor shall immediately notify County of any known or suspected breach of personal, sensitive and confidential information related to Contractor’s work under this Agreement.
2. **NON-DISCRIMINATION.** Contractor shall not unlawfully discriminate against any qualified worker or recipient of services because of race, religious creed, color, sex, sexual orientation, national origin, ancestry, physical disability, mental disability, medical condition, marital status or age.
3. **DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS**
 - 3.1 The Contractor certifies to the best of its knowledge and belief, that it and its subcontractors:
 - A. Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - B. Have not, within a three-year period preceding this Agreement, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction; violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - C. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity with commission of any of the offenses enumerated in the preceding paragraph; and
 - D. Have not, within a three-year period preceding this Agreement, had one or more public transactions terminated for cause or default.
 - 3.2 Contractor shall report immediately to County, in writing, any incidents of alleged fraud and/or abuse by either Contractor or Contractor’s subcontractor. Contractor shall maintain any records, documents, or other evidence of fraud and abuse until otherwise notified by County.
4. **AGREEMENTS IN EXCESS OF \$100,000.** Contractor shall comply with all applicable orders or requirements issued under the following laws:
 - 4.1 Clean Air Act, as amended (42 USC 1857).
 - 4.2 Clean Water Act, as amended (33 USC 1368).
 - 4.3 Federal Water Pollution Control Act, as amended (33 USC 1251, et seq.)
 - 4.4 Environmental Protection Agency Regulations (40 CFR and Executive Order 11738).

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5. INDEMNIFICATION AND HOLD HARMLESS.

Contractor shall indemnify and defend County and its officers, employees, and agents against and hold them harmless from any and all claims, losses, damages, and liability for damages, including attorney's fees and other costs of defense incurred by County, whether for damage to or loss of property, or injury to or death of person, including properties of County and injury to or death of County officials, employees or agents, arising out of, or connected with Contractor's operations hereunder or the performance of the work described herein, unless such damages, loss, injury or death is caused solely by the negligence of County.

Contractor's obligations under this Section shall survive the termination of the Agreement.

6. STANDARD OF CARE. Contractor represents that it is specially trained, licensed, experienced and competent to perform all the services, responsibilities and duties specified herein and that such services, responsibilities and duties shall be performed, whether by Contractor or designated subcontractors, in a manner according to generally accepted practices.

7. INTEREST OF CONTRACTOR. Contractor assures that neither it nor its employees has any interest, and that it shall not acquire any interest in the future, direct or indirect, which would conflict in any manner or degree with the performance of services hereunder.

8. DUE PERFORMANCE – DEFAULT. Each party agrees to fully perform all aspects of this agreement. If a default to this agreement occurs, then the party in default shall be given written notice of said default by the other party. If the party in default does not fully correct (cure) the default within 45 days of the date of that notice (i.e. the time to cure) then such party shall be in default. The time period for corrective action of the party in default may be extended in writing executed by both parties, which must include the reason(s) for the extension and the date the extension expires.

Notice given under this provision shall specify the alleged default and the applicable Agreement provision and shall demand that the party in default perform the provisions of this Agreement within the applicable time period. No such notice shall be deemed a termination of this Agreement, unless the party giving notice so elects in that notice, or so elects in a subsequent written notice after the time to cure has expired.

9. INSURANCE.

9.1 Contractor shall procure and maintain Workers' Compensation Insurance for all of its employees.

9.2 Contractor shall procure and maintain Comprehensive Public Liability Insurance, both bodily injury and property damage, in an amount of not less than one million dollars (\$1,000,000) combined single limit coverage per occurrence, including but not limited to

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endorsements for the following coverage: personal injury, premises-operations, products and completed operations, blanket contractual, and independent contractor's liability.

9.3 Contractor shall procure and maintain Comprehensive Automobile Liability Insurance, both bodily injury and property damage, on owned, hired, leased and non-owned vehicles used in connection with Contractor's business in an amount of not less than one million dollars (\$1,000,000) combined single limit coverage per occurrence.

9.4 Contractor shall procure and maintain Professional Liability Insurance for the protection against claims arising out of the performance of services under this Agreement caused by errors, omissions or other acts for which Contractor is liable. Said insurance shall be written with limits of not less than one million dollars (\$1,000,000).

9.5 Contractor shall not commence work under this Agreement until it has obtained all the insurance required hereinabove and submitted to County certificates of insurance naming the County of Lake as additional insured. Contractor agrees to provide to County, at least 30 days prior to expiration date, a new certificate of insurance.

9.6 In case of any subcontract, Contractor shall require each subcontractor to provide all of the same coverage as detailed hereinabove. Subcontractors shall provide certificates of insurance naming the County of Lake as additional insured and shall submit new certificates of insurance at least 30 days prior to expiration date. Contractor shall not allow any subcontractor to commence work until the required insurances have been obtained.

9.7 For any claims related to the work performed under this Agreement, the Contractor's insurance coverage shall be primary insurance as to the County, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, agents or volunteers shall be in excess of the Contractor's insurance and shall not contribute with it.

9.8 The Commercial General Liability and Automobile Liability Insurance must each contain, or be endorsed to contain, the following provision:

The County, its officers, officials, employees, agents, and volunteers are to be covered as additional insureds and shall be added in the form of an endorsement to Contractor's insurance on Form CG 20 10 11 85. Contractor shall not commence work under this Agreement until Contractor has delivered to the County the Additional Insured Endorsements required herein.

Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under subdivision (b) of California Civil Code Section 2782.

9.9 Insurance coverage required of Contractor under this Agreement shall be placed with insurers with a current A.M. Best rating of no less than A: VII.

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Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve the Contractor for liability in excess of such coverage, nor shall it preclude County from taking other action as is available to it under any other provision of this Agreement or applicable law. Failure of County to enforce in a timely manner any of the provisions of this section shall not act as a waiver to enforcement of any of these provisions at a later date.

9.10 Any failure of the Contractor to maintain the insurance required by this section, or to comply with any of the requirements of this section, shall constitute a material breach of the entire Agreement.

10. ATTORNEY'S FEES AND COSTS. If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs, and necessary disbursements in addition to any other relief to which such part may be entitled.

11. ASSIGNMENT. Contractor shall not assign any interest in this Agreement and shall not transfer any interest in the same without the prior written consent of County except that claims for money due or to become due Contractor from County under this Agreement may be assigned by Contractor to a bank, trust company, or other financial institution without such approval. Written notice of any such transfer shall be furnished promptly to the County. Any attempt at assignment of rights under this Agreement except for those specifically consented to by both parties or as stated above shall be void.

12. PAYROLL TAXES AND DEDUCTIONS. Contractor shall promptly forward payroll taxes, insurances, and contributions to designated governmental agencies.

13. INDEPENDENT CONTRACTOR. It is specifically understood and agreed that, in the making and performance of this Agreement, the Contractor is an independent contractor and is not an employee, agent or servant of the County. Contractor is not entitled to any employee benefits. County agrees that Contractor shall have the right to control the manner and means of accomplishing the result contracted for herein.

Contractor is solely responsible for the payment of all federal, state and local taxes, charges, fees, or contributions required with respect to Contractor and Contractor's officers, employees, and agents who are engaged in the performance of this Agreement (including without limitation, unemployment insurance, social security and payroll tax withholding.)

14. OWNERSHIP OF DOCUMENTS. All non-proprietary reports, drawings, renderings, or other documents or materials prepared by Contractor hereunder are the property of the County.

15. SEVERABILITY. If any provision of this Agreement is held to be unenforceable, the remainder of this Agreement shall be severable and not affected thereby.

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16. **ADHERENCE TO APPLICABLE DISABILITY LAW.** Contractor shall be responsible for knowing and adhering to the requirements of Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act, (42 U.S.C. Sections 12101, et seq.). California Government Code Sections 12920 et seq., and all related state and local laws.
17. **HIPAA COMPLIANCE.** Contractor will adhere to Titles 9 and 22 and all other applicable Federal and State statutes and regulations, including the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and will make his best efforts to preserve data integrity and the confidentiality of protected health information.
18. **SAFETY RESPONSIBILITIES.** Contractor will adhere to all applicable CalOSHA requirements in performing work pursuant to this Agreement. Contractor agrees that in the performance of work under this Agreement, Contractor will provide for the safety needs of its employees and will be responsible for maintaining the standards necessary to minimize health and safety hazards.
19. **JURISDICTION AND VENUE.** This Agreement shall be construed in accordance with the laws of the State of California and the parties hereto agree that venue of any action or proceeding regarding this Agreement or performance thereof shall be in Lake County, California. Contractor waives any right of removal it might have under California Code of Civil Procedure Section 394.
20. **RESIDENCY.** All independent contractors providing services to County for compensation must file a State of California Form 590, certifying California residency or, in the case of a corporation, certifying that they have a permanent place of business in California.
21. **NO THIRD-PARTY BENEFICIARIES.** Nothing contained in this Agreement shall be construed to create, and the parties do not intend to create, any rights in or for the benefit of third parties.
22. **PUBLIC RECORDS ACT.** The Contractor is aware that this Agreement and any documents provided to the County may be subject to the California Public Records Act and may be disclosed to members of the public upon request. It is the responsibility of the Contractor to clearly identify information in those documents that s/he considers to be confidential under the California Public Records Act. To the extent that the County agrees with that designation, such information will be held in confidence whenever possible. All other information will be considered public.







AGREEMENT for FIRE SAFE COUNCIL - LCRCD_042224 v5_CC

Final Audit Report

2024-04-26

Created:	2024-04-24
By:	Carolyn Purdy (Carolyn.Purdy@lakecountyca.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAPy8z5oi_xaBY_J4H_wYxITRmmAmeDfHD

"AGREEMENT for FIRE SAFE COUNCIL - LCRCD_042224 v5_CC" History

-  Document created by Carolyn Purdy (Carolyn.Purdy@lakecountyca.gov)
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-  Document emailed to lyons.harry@att.net for signature
2024-04-24 - 11:48:25 PM GMT
-  Email viewed by lyons.harry@att.net
2024-04-25 - 4:05:39 AM GMT
-  Signer lyons.harry@att.net entered name at signing as Harry Lyons
2024-04-26 - 10:43:37 AM GMT
-  Document e-signed by Harry Lyons (lyons.harry@att.net)
Signature Date: 2024-04-26 - 10:43:39 AM GMT - Time Source: server
-  Agreement completed.
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