

CONTRACT BETWEEN COUNTY OF LAKE AND LAKE COUNTY RESOURCE CONSERVATION
DISTRICT FOR THE DEPARTMENT OF CONSERVATION (DOC) SUSTAINABLE
AGRICULTURAL LANDS CONSERVATION PROGRAM (SALC)

This Contract is made and entered into by and between the County of Lake, hereinafter referred to as "County", and Lake County Resource Conservation District, hereinafter referred to as "Contractor", collectively referred to as the "parties". The Lake County Administrative Officer shall administer this Contract on behalf of the County.

1. **TERM.** This Contract shall commence on December 15, 2025, and shall terminate on December 14, 2028, unless earlier terminated as hereinafter provided. In the event Lake County desires to temporarily continue services after the expiration of this Contract, such continuation shall be deemed on a month-to-month basis, subject to the same terms, covenants, and conditions contained herein.
2. **COMPENSATION.** Contractor has been chosen by the County to provide the services described hereunder in Exhibit "A" (Scope of Services), incorporated herein by this reference. Compensation to Contractor shall not exceed Three Hundred Seventy-Six Thousand Three Hundred Dollars (\$376,300.00) in total pursuant to the Sustainable Agricultural Lands Conservation Program (SALC).

Lake County shall compensate Contractor for services in accordance with Exhibit "B" (Fiscal Provisions), attached hereto and incorporated herein. Compensation to Contractor is contingent upon appropriation of federal, state and county funds.

3. **TERMINATION.** This Contract may be terminated by mutual consent of the parties or by the County upon thirty (30) days written notice to Contractor.

In the event of non-appropriation of funds for the services provided under this Contract, the Lake County Administrative Officer will terminate this Contract, 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.

4. **MODIFICATION.** This Contract may only be modified by a written amendment hereto, executed by both parties; however, matters concerning scope of services which do not affect the compensation may be modified by mutual written consent of Contractor and Lake County Administrative Officer.
5. **NOTICES.** All notices between the parties shall be in writing addressed as follows:

County of Lake
255 N Forbes St.
Lakeport, CA 95453

Lake County Resource Conservation District
889 Lakeport Blvd.
Lakeport, Ca 95453

6. **EXHIBITS.** The Contract Exhibits, as listed below, are incorporated herein by reference:
Exhibit A - Scope of Services
Exhibit B - Fiscal Provisions
Exhibit C - Compliance Provisions

CONTRACT BETWEEN COUNTY OF LAKE AND LAKE COUNTY RESOURCE CONSERVATION DISTRICT FOR THE DEPARTMENT OF CONSERVATION (DOC) SUSTAINABLE AGRICULTURAL LANDS CONSERVATION PROGRAM (SALC)

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

8. **INTEGRATION.** This Contract constitutes the entire agreement between the parties regarding its subject matter and supersedes all prior contracts, related proposals, oral and written, and all negotiations, conversations or discussions heretofore and between the parties.

Executed at Lakeport, California on _____

COUNTY OF LAKE

CONTRACTOR

Signed by:

Julia Sullivan

8B983746BF84460...

CHAIR, Board of Supervisors

Lake County Resource Conservation District

If applicable

ATTEST:

SUSAN PARKER

Clerk to the Board of Supervisors

By: _____

APPROVED AS TO FORM:

LLOYD GUINTIVANO

County Counsel

Digitally signed by Lloyd C. Guintivano
DN: cn=Lloyd C. Guintivano, c=US,
o=County of Lake, ou=Office of the County
Counsel,
email=Lloyd.Guintivano@lakecountycalifornia.gov
Date: 2026.02.04 13:04:26 -0800

By: _____

CONTRACT BETWEEN COUNTY OF LAKE AND LAKE COUNTY RESOURCE CONSERVATION DISTRICT FOR THE DEPARTMENT OF CONSERVATION (DOC) SUSTAINABLE AGRICULTURAL LANDS CONSERVATION PROGRAM (SALC)

**LAKE COUNTY RESOURCE CONSERVATION DISTRICT SERVICES EXHIBIT "A" -
SCOPE OF SERVICES**

DESCRIPTION OF SERVICES. The Contractor shall support the Lake County Community Development Department (CDD) in the implementation of the “Revitalizing Lake County Agriculture: Phase 1” planning project. Services performed under this Agreement shall include, but shall not be limited to, the following tasks:

1. Community Engagement and Outreach

The Contractor shall design, coordinate, and implement a comprehensive community engagement strategy to ensure broad participation from agricultural stakeholders across Lake County. Activities shall include:

- Conducting outreach to farmers, ranchers, Tribes, agricultural businesses, support organizations, and community partners.
- Developing and distributing a countywide agricultural sector survey.
- Planning, facilitating, and documenting stakeholder meetings, workshops, listening sessions, and public engagement events.
- Leveraging existing networks and partnerships to increase participation among farm operators, small producers, and underserved communities.
- Providing multilingual or culturally appropriate engagement materials as needed.

2. Mapping, GIS Analysis, and Economic Assessment

The Contractor shall complete a comprehensive socioeconomic, ecological, and land use analysis of agriculture in Lake County. Work shall include:

- Conducting GIS-based mapping of agricultural lands, including farmland quality, water access, infrastructure, conversion risk, wildfire hazard, conservation easement potential, and climate-related vulnerabilities.
- Completing an economic analysis of the agricultural sector, including workforce trends, production value, infrastructure gaps (e.g., irrigation, processing, distribution), and opportunities for strengthening local food system value chains.
- Identifying high-priority agricultural lands for protection using criteria such as soil quality, adjacent to working farms, urban edge pressures, and climate risk indicators.
- Preparing digital mapping tools and data layers for County use.

3. Evaluation of Agricultural Land Protection Tools and Incentives

The Contractor shall evaluate and recommend strategies to support long-term agricultural viability and land conservation, including:

CONTRACT BETWEEN COUNTY OF LAKE AND LAKE COUNTY RESOURCE CONSERVATION DISTRICT FOR THE DEPARTMENT OF CONSERVATION (DOC) SUSTAINABLE AGRICULTURAL LANDS CONSERVATION PROGRAM (SALC)

- Reviewing the effectiveness of existing Lake County land use policies, including zoning, Williamson Act participation, Farmland Protection Zones, and Right-to-Farm provisions.
- Assessing financial and technical assistance programs, conservation easements, incentive structures, policy mechanisms, and other tools designed to maintain working lands.
- Identifying opportunities to protect 1,250–6,000 acres of agricultural land based on estimated adoption rates and stakeholder input.
- Evaluating how permanently protected lands can support broader conservation and habitat connectivity goals.

4. Integration with Lake County Planning Processes

The Contractor shall work closely with Lake County CDD and partner agencies to ensure project findings integrate with ongoing and future Lake County planning initiatives. Tasks include:

- Aligning all deliverables with the Lake County’s “Lake County 2050” General Plan update, Climate Adaptation Plan, and agricultural land use policies.
- Preparing materials for formal adoption of the State of the Agriculture Report and action plan within the Agriculture Element.
- Coordinating regularly with County staff, the County Department of Agriculture, and the Technical Advisory Committee to review progress and incorporate technical feedback.

5. Deliverables

The Contractor shall prepare and submit the following deliverables to the County:

- **Countywide Agricultural Sector Survey** and summary of findings.
- **GIS-based spatial analysis** of agricultural lands and an integrated mapping tool with relevant data layers.
- **Economic assessment report** outlining agricultural sector contributions, infrastructure evaluation, and opportunities for food system and workforce resilience.
- **Evaluation of agricultural land protection tools**, including recommended incentive programs and policy enhancements.
- **Comprehensive “State of the Agriculture” Report** and accompanying Action Plan designed to support agricultural land preservation, economic sustainability, and climate resilience goals.
- **Summaries of all stakeholder engagement activities**, including attendance records, meeting materials, and public feedback documentation.

6. Coordination and Reporting

The Contractor shall:

- Participate in recurring coordination meetings with Lake County staff and project partners.
- Prepare monthly or quarterly progress reports as required by the County.

CONTRACT BETWEEN COUNTY OF LAKE AND LAKE COUNTY RESOURCE CONSERVATION DISTRICT FOR THE DEPARTMENT OF CONSERVATION (DOC) SUSTAINABLE AGRICULTURAL LANDS CONSERVATION PROGRAM (SALC)

- Ensure timely communication regarding emerging issues, engagement results, findings, and recommendations.

REPORTING REQUIREMENTS.

The data on the indicators above should be housed in a database (or spreadsheet) as well as case management notes, and data should be accessible to the contractors, and the County, as needed for reporting.

The contractor will provide the following reports to the County:

- Task # completed during the period being reported
- Task on schedule
- Task within budget
- Any correction action needed
- Detailed billing hours and rates including timecards
- Annual fully burdened rate adjustments

1. As often as, but not more often than, monthly summary reports with narrative on template provided by the County meeting the criteria that will be prescribed by the (SALC) Sustainable Agricultural Lands Conservation Program. The Contractor will provide data on all indicators listed above. The data shall be housed a database or spreadsheet.

2. As often as, but not more often than monthly summary invoices for reimbursement of identified costs. The contractor will provide backup documentation of expenses as requested.

2. **MONITORING REQUIREMENTS.** Contractor has been identified by Lake County as a Contractor under the (SALC) Sustainable Agricultural Lands Conservation Program in regards to the services provided under this Contract and is subject to all monitoring deemed necessary by County and any other state, and federal regulations. This includes a possible site visit to review case management files, financial records, and any other information relating to this contract.

3. **RECORDS RETENTION.** Contractor shall prepare, maintain and/or make available to County upon request, all records and documentation pertaining to this Contract, including financial, statistical, property, recipient and service records and supporting documentation for a period of four (4) years from the date of final payment of this Contract. If at the end of the retention period, there is ongoing litigation or an outstanding audit involving the records, 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.

CONTRACT BETWEEN COUNTY OF LAKE AND LAKE COUNTY RESOURCE CONSERVATION DISTRICT FOR THE DEPARTMENT OF CONSERVATION (DOC) SUSTAINABLE AGRICULTURAL LANDS CONSERVATION PROGRAM (SALC)

EXHIBIT "B" - FISCAL PROVISIONS

1. **BUDGET.** The Contractor shall submit, in advance, a task orientated detailed budget, in the format approved by County for review and approval by the Lake County Administrative Officer. Contractor shall be compensated only for expenses included in the approved budget. Modification to the budget must be approved in advance by the Lake County Community Development department.

2. **EXPENDITURE OF FUNDS**

A. Contract funds shall not be used to purchase computers, printers, software or any related equipment unless specifically approved in the budget.

B. Lake County Administrative Officer 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.

3. **EQUIPMENT PURCHASED WITH CONTRACT FUNDS.** Contractor shall maintain an inventory of all equipment purchased with Contract funds and shall submit a copy of said inventory along with Contractor's invoice or upon termination of the Contract. All equipment purchased with County funds is the property of County and shall be delivered to County if no longer needed or upon termination of the Contract.

4. **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.

5. **INVOICES**

1. Contractor shall submit invoices as often as, but not more often than monthly, in the format approved by County, based on actual expenses, no later than the 20th of the month following the month(s) in which services were provided.

Funding for this Contract is appropriated on a fiscal year basis. County is not able to compensate Contractor for the months of May and June after the close of the fiscal year period., Therefore, to ensure Contractor is properly compensated, Contractor shall submit invoices based on estimated expenses, including all anticipated costs, no later than June 5th of the fiscal year period.

2. Contractor shall follow up by submitting invoices for actual expenses, as stated hereinabove, including remittance of the full amount of any overpayment that occurred in the event estimated expenses exceeded actual.

CONTRACT BETWEEN COUNTY OF LAKE AND LAKE COUNTY RESOURCE CONSERVATION
DISTRICT FOR THE DEPARTMENT OF CONSERVATION (DOC) SUSTAINABLE
AGRICULTURAL LANDS CONSERVATION PROGRAM (SALC)

- B.** Lake County shall review and approve Contractor's invoices to include with quarterly reimbursement requests to the SALC grant program. Lake County will remit payment to Contractor for approved expenditures.
- C.** **AUDIT REQUIREMENTS AND AUDIT EXCEPTIONS.** Contractor and County recognize that funding for this program is provided through the (SALC) Sustainable Agricultural Lands Conservation Program. The SALC anticipates a State ordered audit could be conducted and Contractor agrees to cooperate and provide materials requested pursuant to this process.

CONTRACT BETWEEN COUNTY OF LAKE AND LAKE COUNTY RESOURCE CONSERVATION DISTRICT FOR THE DEPARTMENT OF CONSERVATION (DOC) SUSTAINABLE AGRICULTURAL LANDS CONSERVATION PROGRAM (SALC)

EXHIBIT "C" - COMPLIANCE PROVISIONS

1. INFORMATION INTEGRITY AND SECURITY

A. Contractor ensures that personal, sensitive and confidential information is protected from inappropriate or unauthorized access or disclosure in accordance with Welfare and Institutions Code Section 10850, County MEDS Data Privacy and Security Agreement, Lake County Information Security Policy, Health Insurance Portability and Accountability Act (HIPAA), and all other applicable laws, regulations and policies.

B. Contractor shall immediately notify Lake County of any known or suspected breach of personal, sensitive and confidential information related to Contractor's work under this Contract.

2. NON-DISCRIMINATION

A. 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.

B. Contractor shall comply with and annually sign the County "Assurance of Compliance" form.

3. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

A. The Contractor certifies to the best of its knowledge and belief, that it and its subcontractors:

- I.** Are presently not debarred or suspended from federal financial assistance programs and activities, proposed for disbarment, deemed ineligible, or voluntarily excluded from participation in covered transactions by any federal department or agency;
- II.** Have not, within a three-year period preceding this Contract, 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;

CONTRACT BETWEEN COUNTY OF LAKE AND LAKE COUNTY RESOURCE CONSERVATION DISTRICT FOR THE DEPARTMENT OF CONSERVATION (DOC) SUSTAINABLE AGRICULTURAL LANDS CONSERVATION PROGRAM (SALC)

B. 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

I. Have not, within a three-year period preceding this Contract, had one or more public transactions terminated for cause or default.

C. Contractor shall report immediately to County Administrative Officer, 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 Administrative Officer.

4. **CHILD SUPPORT.** Contractor shall comply with Public Contract Code Section 7110(a), recognizing the importance of child and family support obligations and enforcement including, but not limited to, disclosure of information and compliance with earnings assignment orders as provided in Chapter 8 (commencing with Section 5200) of Part 5 of Division 9 of the Family Code.

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

6. **CONTRACTS IN EXCESS OF \$100,000**

Contractor shall comply with all applicable orders or requirements issued under the following laws:

A. Clean Air Act, as amended (42 USC 1857).

B. Clean Water Act, as amended (33 USC 1368).

C. Federal Water Pollution Control Act, as amended (33 USC 1251, et seq.)

D. Environmental Protection Agency Regulations (40 CFR and Executive Order 11738).

E. Public Contract Code Section 10295.3.

7. **INDEMNIFICATION AND HOLD HARMLESS**

Contractor shall indemnify and defend the County of Lake 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 of Lake, whether for damage to or loss of property, or injury to or death of person, including properties of

County of Lake and injury to or death of County of Lake 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 of

CONTRACT BETWEEN COUNTY OF LAKE AND LAKE COUNTY RESOURCE CONSERVATION DISTRICT FOR THE DEPARTMENT OF CONSERVATION (DOC) SUSTAINABLE AGRICULTURAL LANDS CONSERVATION PROGRAM (SALC)

Lake.

8. 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.

9. INTEREST OF CONTRACTOR

Contractor assures that neither it nor its employees have 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.

10. INSURANCE. Contractor shall not commence work under this Contract until they have obtained all the insurance required herein, certificates of insurance have been submitted to County of Lake, "County", and said insurance has been approved by County. The certificates of insurance shall contain a provision that coverage afforded under the policies will not be canceled until at least twenty days (20) prior written notice has been given to County.

Contractor shall not allow any subcontractor to commence work on the subcontract until the insurance required of the subcontractor has been obtained.

Any failure of 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 Contract.

Certificates evidencing the issuance of the following insurance shall be filed with the County within ten (10) days after the date of execution of this Contract by Contractor:

(A) **Compensation Insurance:** Contractor shall procure and maintain, at Contractor's own expense, Workers' Compensation Insurance and Employer's Liability Insurance as required by the State of California, for all employees to be engaged in work. In case any such work is sublet, Contractor shall require subcontractor similarly to provide Employer's Liability and Workers' Compensation Insurance for all of the latter's employees to be engaged in such work unless such employees are covered by the protection afforded by Contractor's Workers' Compensation Insurance. Employer's Liability Insurance shall be in an amount not less than \$1,000,000 per occurrence.

(B) **Commercial General Liability:** Contractor shall procure and maintain, at Contractor's own expense during the term hereof, upon themselves and their employees at all times during the course of this Contract, Commercial General Liability Insurance (Occurrence Form CG 00 01), for bodily injury, personal injury and property damage, in an amount of not

CONTRACT BETWEEN COUNTY OF LAKE AND LAKE COUNTY RESOURCE CONSERVATION DISTRICT FOR THE DEPARTMENT OF CONSERVATION (DOC) SUSTAINABLE AGRICULTURAL LANDS CONSERVATION PROGRAM (SALC)

less than one million dollars (\$1,000,000) combined single-limit coverage per occurrence including but not limited to endorsements for the following coverages: premises- operations, products and completed operations, property damage, bodily injury and personal & advertising injury blanket contractual, and independent contractor's liability.

(C) **Automobile Liability Insurance:** Contractor shall procure and maintain, at Contractor's own expense during the term hereof, 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.

(D) **Subcontractors:** Contractor shall include all subcontractors as insureds under the aforesaid policies or shall furnish separate certificates and endorsements for each subcontractor to County for review and approval. All coverages for subcontractors shall be subject to all of the requirements hereinabove and contain the additional insured endorsement required by Contractor hereinafter.

(E) **Additional Insured Endorsement:** The Commercial General Liability and automobile policies are to contain, or be endorsed to contain, the following provisions:

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 (at least as broad as ISO Form CG 20 10 11 85 or **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 forms if later revisions used). All coverage available to the Contractor shall also be available and applicable to the County. Any available insurance proceeds in excess of the specified minimum limits and coverage shall be available to the County. Contractor shall not commence work under this Contract until they have had delivered to County the Additional Insured Endorsements required herein.

(F) **Other Insurance Provisions:**

1. For any claims related to this contract, the Contractor's insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the County, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by County, its officers, officials, employees, agents or volunteers shall be excess of the Contractor's insurance and shall not contribute with Contractor's insurance. Any excess insurance by Contractor shall contain a provision that such coverage shall also apply on a primary and noncontributory basis for the benefit of the County before the County's own primary Insurance policy or self-insurance shall be called upon to protect the Contractor.

2. Any deductibles or self-insured retentions must be declared to and approved by County. At the option of County, either: Contractor shall reduce or eliminate such

CONTRACT BETWEEN COUNTY OF LAKE AND LAKE COUNTY RESOURCE CONSERVATION DISTRICT FOR THE DEPARTMENT OF CONSERVATION (DOC) SUSTAINABLE AGRICULTURAL LANDS CONSERVATION PROGRAM (SALC)

deductibles or self-insurance retentions; or Contractor shall provide a financial guarantee satisfactory to County guaranteeing payment of losses and related investigations, claim administration and defense expenses.

3. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII.

4. 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 Contractor from taking other actions as is available to it under any other provision of the Contract or 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.

5. If any insurance coverage required by the Contract is provided on a "Claims Made", rather than "occurrence" form, Contractor agrees to maintain required coverage for a period of three years after the expiration of this Contract (hereinafter, "Post Agreement Coverage") and any extensions thereof. Contractor may maintain the required Post Agreement Coverage by renewal or purchase of prior acts or tail coverage. This sub provision is contingent upon Post Agreement Coverage being both available and reasonably affordable in relation to the coverage provided during the term of this Contract. For purposes of interpreting this requirement, a cost not exceeding 100% of the last annual policy premium during the term of this Contract in order to purchase prior acts or tail coverage for Post Agreement Coverage shall be deemed to be reasonable.

6. Contractor agrees to waive all rights or subrogation against County, its officers, officials, employees, agents, and volunteers for losses arising from work performed by Contractor under this Contract.

11. ATTORNEY'S FEES AND COSTS. If any action at law or in equity is necessary to enforce or interpret the terms of this Contract, 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.

12. ASSIGNMENT

Contractor shall not assign any interest in this Contract and shall not transfer any interest in the same without the prior written consent of Lake County Community Development Director except that claims for money due or to become due Contractor from County under this Contract 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 County. Any attempt at assignment of rights under this Contract except for those specifically consented to by both parties or as stated above shall be void.

CONTRACT BETWEEN COUNTY OF LAKE AND LAKE COUNTY RESOURCE CONSERVATION DISTRICT FOR THE DEPARTMENT OF CONSERVATION (DOC) SUSTAINABLE AGRICULTURAL LANDS CONSERVATION PROGRAM (SALC)

13. INDEPENDENT CONTRACTOR

It is specifically understood and agreed that, in the making and performance of this Contract, Contractor is an independent contractor and is not an employee, agent or servant of the County of Lake. 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 Contract (including without limitation, unemployment insurance, social security and payroll tax withholding.)

14. OWNERSHIP

All non-proprietary reports, drawings, renderings, or other documents or materials prepared by Contractor hereunder are the property of the County of Lake. If the Contractor wishes to use reports, drawing, or any other materials prepared under this contract, it may do so only after written permission from the County of Lake.

15. 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.

16. 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).

17. SAFETY RESPONSIBILITIES

Contractor will adhere to all applicable CalOSHA requirements in performing work pursuant to this Contract. Contractor agrees to provide for the safety needs of its employees and will be responsible for maintaining the standards necessary to minimize health and safety hazards in the performance of work under this Contract.

18. JURISDICTION AND VENUE

This Contract 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 Contract 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.

CONTRACT BETWEEN COUNTY OF LAKE AND LAKE COUNTY RESOURCE CONSERVATION
DISTRICT FOR THE DEPARTMENT OF CONSERVATION (DOC) SUSTAINABLE
AGRICULTURAL LANDS CONSERVATION PROGRAM (SALC)

19. 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.

20. NO THIRD-PARTY BENEFICIARIES

Nothing contained in this Contract shall be construed to create, and the parties do not intend to create, any rights in or for the benefit of third parties.

21. SEVERABILITY

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