

AGREEMENT FOR
SULPHUR, PAWNEE, AND MENDOCINO COMPLEX WILDFIRES STRUCTURAL BURN
DEBRIS REMOVAL INSURANCE COST RECOVERY & INVOICING
IN LAKE COUNTY, CALIFORNIA

This Agreement is made and entered into by and between the **COUNTY OF LAKE**, hereinafter referred to as "County", and **TETRA TECH, INC.** hereinafter referred to as "Contractor", collectively referred to as the "parties".

WHEREAS, County experienced three fires in 2017 and 2018, known as the Sulphur, Pawnee and Mendocino Complex fires; and

WHEREAS, as a result of these fires it was necessary to clear tree and structural debris from parcels damaged by the fires; and

WHEREAS, County is required to make all reasonable efforts to collect insurance proceeds for the costs of debris removal on the affected parcels, and is in need of professional insurance collection services to comply with State and Federal mandates; and

WHEREAS, Contractor is qualified and willing to provide said services.

NOW, THEREFORE, it is mutually agreed by the parties as follows:

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.

Contractor acknowledges that Federal Emergency Management Agency (FEMA) financial assistance will be used to fund the contract, and agrees to comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures and directives.

Work on the project shall begin no later than ten (10) calendar days after Contractor's receipt of the fully executed agreement. Contractor shall perform services necessary to complete the scope of work in accordance with the project schedule included in Exhibit "A", which by reference is made a part hereof, except that, if applicable, the schedule may be adjusted to reflect any delay in issuance of the executed agreement, or other delay factors not subject to Contractor control.

2. **TERM.** This Agreement shall commence on November 26, 2019 and shall terminate on November 25, 2020 unless earlier terminated as hereinafter provided. In the event County desires to temporarily continue services after the expiration of this Agreement, such continuation shall be deemed on a month-to-month basis, subject to the same terms, covenants, and conditions contained herein.
3. **COMPENSATION.** The method of payment for this contract will be based the actual hours of services furnished multiplied by Contractor's Billing Rates as set forth in Exhibit "B" (Fiscal Provisions), attached hereto. No payment will be made for any work performed prior to approval of this Agreement.

Contractor shall be paid in accordance with the budget set forth in Exhibit "B" provided however, total payments to Contractor shall not exceed Three hundred twenty-eight thousand fifty dollars Dollars (\$ 328,050.00) without prior written authorization by County and formal Amendment to this Agreement in advance.

4. **TERMINATION.** This Agreement may be terminated by mutual consent of the parties or by County upon thirty (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 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 which do not affect the compensation may be modified by mutual written consent of Contractor and County executed by County Administrative Officer.

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

County of Lake
255 North Forbes Street
Lakeport, California 95453

Attn: Carol J. Huchingson
Office: Administration
Email: Carol.Huchingson@lakecountycal.gov

Tetra Tech, Inc.

2301 Lucien Way, Suite 120
Maitland, FL 32751

Attn: Betty Kamara
Mobile: 407-803-2551

Email: betty.kamara@tetratech.com

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.

10. **ADDITIONAL PROVISIONS.** This Agreement shall be governed by the laws of the State of California. It constitutes the entire Agreement between the parties regarding its subject matter. This Agreement supersedes all proposals, oral and written, and all negotiations, conversations or discussions heretofore and between the parties related to the subject matter of this Agreement.

County and Contractor have executed this Agreement on the day and year first written above.

COUNTY OF LAKE



CHAIR, Board of Supervisors


CONTRACTOR



Jonathan Burgiel, Business Unit President

ATTEST:

CAROL J. HUCHINGSON
Clerk to the Board of Supervisors

By: 

APPROVED AS TO FORM

ANITA L. GRANT
County Counsel

By: 



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EXHIBIT "A" - SCOPE OF SERVICES

The Contractor shall determine property owner financial liability specifically related to coverage for structural burn debris removal, perform public outreach, implement invoicing and collection of payments from the insured owner and/or insurance company, and report to the County.

Data Collection: The County will provide Contractor with completed ROE forms that provide information fields including: property address; Assessor's Parcel Number; property owner declaration of homeowner's insurance coverage; contact information for the owner; and, insurance information - company, insurance policy number, agent name, and agent phone number. The County has already created a spreadsheet and collected certain insurance information for Sulphur, Pawnee and Mendocino Complex Fire debris removal. County will provide Contractor with the following documents prepared by staff:

- Individual spreadsheets for each fire area (Sulphur, Pawnee, and Mendocino Complex) with all properties listed.
- Scanned pdf ROE forms for Sulphur, Pawnee and Mendocino Complex Fires in alphabetical order, broken down into folders for Insured, Uninsured and Complications
- Scanned pdf insurance documents (if applicable) in alphabetical order
- 4 brochures regarding debris removal programs

Not all currently required information is complete, current or accurate, and Contractor will need to confirm accuracy and completeness of the essential data elements and contact the insured party and/or insurance company for any additional or missing information that may be required. If the property is confirmed to have been insured at the time of the fire, the Contractor shall contact the insurance company and verify coverage and payments.

The County will provide Contractor with structural burn debris removal costs, provided by the responsible State or Federal agency, that are specific to each participating property. The County has the ROE forms for the structural removal project but does not yet have the cost information.

Invoicing: For those properties with confirmed structural debris removal insurance coverage, Contractor will generate an invoice to be forwarded to the property owner that states both the full cost of the site-specific removal operation, as well as the property owner's limited financial liability. The State mandated cost recovery is not to exceed the limits of the dollar amount determined to be available as insurance proceeds designated for this specific debris removal activity. If the insurance allowance is less than the State specified cost, the property owner liability for reimbursement will be no more than the confirmed insurance allowance. If the insurance allowance exceeds the State specified cost, the property owner liability will be limited to the State specified cost. In the event of a dispute by the property owner, the Contractor shall make three attempts over 90 days to collect the allowed amount from each property owner.

Accounts Receivable: Contractor will receive and deposit payments from property owner and/or insurance companies in an account and manner determined by the County. Contractor will maintain an ongoing tracking and accounting of accounts receivable. All documents and records will be considered property of the County, and Contractor will utilize Microsoft Word and/or Excel software for their records.

Public Outreach: Contractor will establish a County-approved webpage, telephone number, email address and mailing address to facilitate communication and operations essential to this cost recovery operation. Webpage should be accessible as a link to the County website and include all appropriate Contractor contact information as well as a brief summary that explains the background, authority and process for this insurance cost recovery operation.

The initial phase of compiling and confirming essential insurance policy and property owner information can begin immediately. Invoicing is dependent on the responsible State or Federal agency providing specific property cost data. Initial invoicing and accounts receivable activities are anticipated to take no more than sixty (60) days. An additional ninety (90) days may be needed to attempt collection if there are any disputed invoices. Contractor will be required to provide a final report and accounting at the conclusion of the project. All work must be completed within six (6)

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months from award.

Of paramount importance is the need for the Contractor to have the necessary expertise to ensure that the Contractor's own work and monitoring of the homeowners insurance invoicing services are consistent with the rules and requirements for Federal Grants (2 CFR 200) and the Debris Management Guide FEMA 325, and provide for the accountability of all work items to satisfy FEMA's auditing requirements. Additionally, the billing and costs must be kept separate for documenting, monitoring, and billing. Categories of separation include each of the three named fires (Sulphur, Pawnee and Mendocino Complex).

While the final scope of work will be crafted upon selection of the Contractor, the County anticipates a scope that will, at a minimum, include the following:

- A. Project Management. Contractor shall provide contract management of all contract activities. The Contractor is required to provide schedules for each phase of the work; as work progresses, the Contractor shall prepare briefings and reports that will be used for the County's reporting to FEMA as required.
- B. Public Outreach. As the homeowner's insurance invoicing will involve significant outreach to the owners of private properties, the Contractor shall be required to perform the following tasks:
 1. Review ROE forms to identify, evaluate, inventory, and monitor the multiple data sources associated with this activity.
 2. Follow-up on non-responsive requests for insurance policy information.
 3. Identify properties with known or uncertain homeowner's insurance coverage.
 4. Recover costs from property owner's insurance, as available, by preparing and sending invoices and documenting responses.
 5. Provide public outreach including materials to ensure that information relating to obtaining insurance policy information and cost recovery from insurance reaches the affected residents.
 6. Consult with property owners as needed.
 7. Develop documentation, inventory and procedure for collection of nonresponsive or unpaid liability assessments.
 8. Develop consolidated electronic database to document all property insurance recovery responses.
- C. Required Deliverables.
 1. Schedules for task areas listed above.
 2. Excel Spreadsheet (electronic format) containing inventory of all homeowner's insurance related data fields.
 3. Excel Spreadsheet (electronic format) containing all property specific debris removal cost information and related data fields.
 4. Scope of Work and inventory sheets (electronic format).
 5. Public relations and outreach materials describing program (sufficient copies for mailings and posting).
 6. Inventories of insurance companies and contacts.
 7. Reports and documents for FEMA reporting requirements and for reimbursement.

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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. **INVOICES.**
 - 2.1. Contractor's invoices shall be submitted on a monthly basis or such other time that is mutually agreed upon in writing and shall be itemized and formatted to the satisfaction of the County.
 - 2.2. County will review invoices for acceptance within ten (10) calendar days of the date of the invoice to which County shall immediately notify Contractor of any invoice discrepancies. Contractor and County will work in good faith to resolve any such discrepancies within ten (10) days after notification. Should a discrepancy result in a partial rejection of any item(s) invoiced, County shall proceed with partial payment.
 - 2.3. County shall make payment within thirty (30) business days of an undisputed invoice for the compensation stipulated herein for services rendered and accepted, less potential deductions, if any, as herein provided. Payment on partial deliverables may be made whenever amounts due so warrant or when requested by the Contractor and approved by the Assistant Purchasing Agent.
 - 2.4. Under no circumstances shall payment of Contractor's invoices be contingent on reimbursement of County by any third-party authority or funding source.
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 associated with the services performed under this Agreement, 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 County for audit exceptions within 30 days of written demand or shall make other repayment arrangements subject to the approval of County.
4. **BUDGET.** The fee for the services will be based on the actual hours of services furnished multiplied by Contractor's hourly rates. Table 1 below outlines the anticipated staff positions and level of effort for each Fire.

Exhibit 1: Mendocino Complex Fire [1] [2] [3]

Labor Category	Hourly Rate	Estimated Hours	Estimated Total
Project Manager	\$165	235	\$38,775
Insurance Specialist	\$145	390	\$56,550
Data/Case Manager	\$130	520	\$67,600
Administrative Assistant	\$55	20	\$1,100
Total Estimated Cost			\$164,025

Exhibit 2: Sulphur Fire [1] [2] [3]

Labor Category	Hourly Rate	Estimated Hours	Estimated Total
Project Manager	\$165	195	\$32,175
Insurance Specialist	\$145	325	\$47,125

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Labor Category	Hourly Rate	Estimated Hours	Estimated Total
Data/Case Manager	\$130	433	\$56,290
Administrative Assistant	\$55	16	\$880
Total Estimated Cost			\$136,470

Exhibit 3: Pawnee Fire [1] [2] [3]

Labor Category	Hourly Rate	Estimated Hours	Estimated Total
Project Manager	\$165	40	\$6,600
Insurance Specialist	\$145	65	\$9,425
Data/Case Manager	\$130	87	\$11,310
Administrative Assistant	\$55	4	\$220
Total Estimated Cost			\$27,555

[1] Assumes the total number of properties that have signed up for the program and will need insurance collected is Mendocino Complex Fire 156 properties, Sulphur Fire 130 properties and Pawnee Fire 26 properties.

[2] The hourly rates are fully burdened to include all applicable overhead and profit, lodging, meals, transportation, rentals, printing, postage, and other incidentals.

[3] The estimated level of effort and associated costs are based on available information at the time the estimates were prepared and do not represent the actual cost of the project. If, during the performance of the project, it is determined additional funding is required in order to complete the project, Contractor and County will mutually agree on a new/revised estimated cost in advance.

[4] Contractor may take the following actions, in its discretion, so long as Contractor does not exceed the estimated grand total: (i) Use fewer hours of one labor category and more hours of another labor category or categories; (ii) use fewer hours within one deliverable and more hours within another deliverable; and (iii) use fewer hours within one fire and more hours within another fire.

5. **PROJECT SCHEDULE.** The table below outlines a draft 6-month project schedule with key project tasks. Contractor will work with the County to adjust the timing of the specific elements below to meet the County's needs.

Milestone Task	Estimated Timeline
Arrival per Notice to Proceed	Day 0
1. Develop and distribute public relations and outreach materials describing program (sufficient copies for mailings and posting) and assist with property owner meetings and consultations.	Day 0-45
2. Review ROE forms to identify, evaluate, inventory, and monitor the multiple data sources associated with this activity.	Days 0-45
3. Identify properties with known or uncertain homeowner's insurance coverage.	Days 0-60
4. Follow-up on incomplete or non-responsive requests for insurance policy information.	Days 0-60
5. Contact policy holders and/or insurance companies to determine appropriate allowances and liabilities.	Days 45-120
6. Obtain, evaluate, and utilize State agency provided ROE site specific cost information for inclusion in invoicing.	Days 45-150

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Milestone Task	Estimated Timeline
7. Prepare and mail invoices containing site specific ROE program costs, site specific debris removal insurance liability determination and payment instructions to property owners with applicable liability.	Days 45-180
8. Serve as subject matter expert resource to the County for property owner appeals of liability assessments.	Project Duration Days 0-180
9. Develop documentation, inventory, and procedure for collection of invoiced revenue as well as non-responsive or unpaid liability assessments.	Days 0-45
10. Develop consolidated electronic database to document all property insurance recovery responses and activity.	Days 0-10
11. Provide documentation including Excel spreadsheet(s) (electronic format) containing Inventory of all homeowner's insurance related data fields, all property-specific debris removal cost information, and inventories of insurance companies and contacts.	Project Duration Days 0-180
12. Prepare reports and documents for State and Federal agency reporting and auditing requirements and for County reimbursement.	Project Duration Days 0-180
13. Provide, monitor, and update schedules for all task areas listed above.	Project Duration Days 0-180

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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, Part 15 and Executive Order 11738).
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 reasonable 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 Contractor's negligent 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

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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 _____ 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 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 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 had delivered to County

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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.

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 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 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, Contractor is an independent contractor and is not an employee, agent or servant of 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 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.
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,

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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.

