



Lake County Resource Conservation District
889 Lakeport Blvd. – Lakeport, CA 95453
Phone (707) 263 4180
E-mail info@lakercd.org

Harry Lyons
President

Minutes of the Special Board Meeting of
February 27, 2023

CALL MEETING TO ORDER – President Harry Lyons calls the meeting to order at 1:03 p.m.

Alma de Paredes will take the Minutes.

Directors Present: Jim Bridges, Randy Krag, Harry Lyons, Shula Shoup, Merry Jo Velasquez.

Directors Absent: None

Others Present: Alma de Paredes, Megan McCluer, Lawrence Ray, Francisca Nava Santana, Kate Schmidt-Hopper

1. **INTRODUCTIONS** and Consideration of extra Items not appearing on the posted agenda.

Introduction of Dr. Francisca Santana, a researcher from the University of Michigan doing her post-doctorate work on the effects of wildfire exposure.

2. **PUBLIC INPUT** - Anyone may speak for 3 minutes on a subject not on the agenda; no action will be taken by the Board.

Dr. Santana described her research at the University of Michigan and requested input for further studies on the long-term mental health and social effects of experiencing wildfires and other disasters. Anyone wishing to participate in her research may reach Dr. Santana at fsantana@umich.edu, or at (707) 338-5531. There will be a \$25.00 gift card as an honorarium.

3. **DISCUSSION & ACTION**

3.1 County of Lake/LCRCD Grant Writing Contract – Permission for President to Sign after possible minor changes by County Counsel.

The County of Lake has approved a \$13,500.00 grant for us to write a grant proposal with JAIDE for a five-million-dollar federal grant that would allow LCRCD to increase outreach and capacity.

Motion to Approve: Randy Krag **Seconded:** Merry Jo Velasquez

Aye: Unanimous

Nays: None

Absent: None

Abstained: None

3.2 Job Descriptions of Forester and Forestry Technician – Board Input and Permission for President to advertise positions.

The purpose of these position(s) is to replace personnel; the positions are at-will employment, and the pay rates are already established by the existing contract with CARCD and NRCD. A few minor changes to text and format will be made as well as to clarify mileage considerations.

Motion to Approve: Shula Shoup **Seconded:** Merry Jo Velasquez

Aye: Unanimous

Nays: None

Absent: None

Abstained: None

4. **NEW BUSINESS** - None

5. **GENERAL DISCUSSION** - no action will be taken by the board.

Megan McCluer to submit status reports for inclusion with the Board Minutes.

6. **ADJOURN**

Motion to Adjourn: Randy Krag **Seconded:** Merry Jo Velasquez

Aye: Unanimous

Nays: None

Absent: None

Abstained: None

Special Board Meeting adjourned at 1:51 p.m.

Attachments:

Forester Job Description

Forestry Technician Job Description

LCRCD Forester Job Description

Lake County Resource Conservation District (LCRCD)

Dedicated to the locally-led long term sustainable conservation and stewardship of natural resources and agriculture in Lake County, California.

LCRCD is a “Special District” of the State of California, with primary authority for local environmental conservation measures. Originally formed by Congress for soil conservation, the expanded mandate now includes watershed health, fish and wildlife habitat enhancement and restoration, invasive species management, conservation planning, and education. RCDs combine the accountability and transparency of a public agency with the flexibility and non-regulatory approach of a non-profit organization. This nimbleness allows us to adapt to the ever-changing needs of our communities, build trusted relationships, and act as the crucial bridge that connects individuals with state and federal partners and programs. Be part of a growing team to build environmental stewardship programs for Lake County.

Job Description - Forester

Foresters apply their knowledge and understanding of forestry, agriculture, and the natural and physical sciences to ensure that best management practices are being utilized at every opportunity. Your education, experience, and aptitude will provide multiple avenues to contribute and distinguish yourself by assessing land, soil, water, forests, and other resources in designing resource management strategies to improve the beneficial impacts.

Responsibilities and Duties

- Direct and Train Forestry Technician
- Writing Forest Management Plans
- Working with a Project Coordinator to Map Geographical Areas for Treatment
- Mapping and Certifying Completed Forest Practices
- Planning Project Inventory for Upcoming EQIP¹ Funding
- Help facilitate the CFIP², and NB Forest Improvement Program³
- Mid-Inspection for Forestry Practices (Checking Implementation)
- Invoicing for Forestry Services
- Photo Documenting of Work as Needed
- Coordination with a Registered Professional Forester (RPF) as required.
- Support grant writing efforts
- Collaborating with key partners of the RCD, such as CAL FIRE, USFS, Local Fire Districts, and County leadership

¹ EQIP = Environmental Quality Incentive Program

² <https://www.fire.ca.gov/grants/california-forest-improvement-program-cfip/>

³ <https://afterthefireusa.org/our-programs/before-the-fire/nbfip-intro/>

LCRCD Forester Job Description

Required Qualifications:

- Associate Degree or better in forestry or related field acceptable.
- Must maintain and carry a valid California driver license and remain eligible and capable of operating company vehicles including automobiles and trucks in accordance with company policy guidelines.
- With appropriate training, an individual must be capable of safely and effectively operating (run, maneuver, navigate and drive in various types of territory) all-terrain vehicles in accordance with company policy guidelines
- Ability to lead or participate on a crew to consistently perform tasks to the level of quality and quantity expected
- Ability to perform hard physical labor in rugged terrain, in inclement weather, and in very smoky conditions
- Ability to work independently or as a team to complete natural resource related tasks
- Ability to always maintain a high level of safety for yourself and others
- Ability to communicate effectively and problem solve
- Flexibility to assist with a variety of tasks to support District needs
- Knowledge of and comfort using ArcGIS online

Desired Qualifications:

- Preference will be given to candidates with the following skills and experience:
- Bachelor's Degree in forestry or related field.
- Working towards Registered Professional Forester (RPF) certification
- Two years related forestry or related field experience and/or training.
- Experience working with the operation of common forestry equipment for natural resource management activities, such clinometer, relaskop, compass
- Experience collecting data with a GPS (Garmin, Avenza, Trimble etc)
- Trained, skilled, and experienced in ArcGIS mapping
- Ability to drive a 4x4 truck in inclement weather on poor road conditions
- Knowledge of general forestry concepts; academic coursework in forestry or related subjects
- Plant identification skills and familiarity with the local flora
- Wildland Firefighting experience/qualifications
- Knowledge of first aid and emergency response protocols
- Ability to maintain a positive attitude and to navigate socially difficult situations
- Experience with grant writing

LCRCD Forester Job Description

Physical Requirements:

- While performing the duties of this position, the employee is frequently required to walk, sit, and communicate. The employee is occasionally required to stand; reach with hands and arms; climb or balance; and stoop, kneel, crouch, or crawl
- The employee must frequently lift and/or move up to 10 pounds and occasionally lift and/or move up to 50 pounds
- Specific vision abilities required by this position include close, distance, color, peripheral, depth perception, and ability to adjust focus
- The employee must have the ability to use directional compass and topographic maps.
- While performing the duties of this position, the employee is regularly exposed to outside adverse weather and field conditions including steep difficult terrain
- As the employee is often required to use four-wheel drive, all-terrain vehicles, and chainsaws, the employee is regularly exposed to moving mechanical parts; high, precarious places; and fumes or airborne particles
- The noise level in the work environment is usually moderate
- This position may require the following equipment when in the field: eye protection, hearing protection, safety shoes, leather/rubber gloves, sleeve protection and a hard hat. Position travels within a local nature (within 100) miles usually by truck

Compensation: \$35 - \$45/hr, depending on capabilities, part-time, ~20 hours a week, at-will.

LCRCD Forestry Technician Job Description

Lake County Resource Conservation District (LCRCD)

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Job Description - Forestry Technician

Forestry Technicians apply their knowledge and understanding of forestry, agriculture, and the natural and physical sciences to ensure that best management practices (BMPs) are being utilized at every opportunity. These positions involve assessing land, soil, water, forests and other resources, executing resource management strategies for beneficial impacts. The Lake County RCD Forestry Technician position will be an entry-level, part-time (20 hrs/wk) position appropriate for a college student eager to learn and apply natural resource management skills.

Responsibilities and Duties

- Review and understand the organization's current projects in soil, water, and forestry
- Coordinate and train with a senior Forester and GIS technicians
- Work with a Project Coordinator to Map Geographical areas for treatment
- Assist with mapping and documenting Forest Practices
- Learn to track and plan activities related to USDA EQIP¹ funding
- Work with Forester to write Forest Management Plans
- Review and document invasive species
- Complete all required crew documentation such as time cards, mileage logs, crew reports, and safety meetings.

¹ EQIP = Environmental Quality Incentive Program

LCRCD Forestry Technician Job Description

Required Qualifications:

- Completion or active pursuit of a 2 or 4-year forestry or natural resource-related degree
- Ability to operate and communicate as part of a team
- Willingness to overcome adverse outdoor conditions
- Ability to lead or participate on a crew to consistently perform tasks to the level of quality and quantity expected
- Ability to perform hard physical labor in rugged terrain, in inclement weather, and in very smoky conditions
- Ability to work independently or as a team to complete natural resource related tasks
- Ability to always maintain a high level of safety for yourself and others
- Ability to communicate effectively and problem solve
- Flexibility to assist with a variety of tasks to support District needs
- Ability to lift 50 lbs
- iOS and Windows proficiency
- Possession of a valid California Driver's License

Desired Qualifications:

- Preference will be given to candidates with the following skills and experience:
- Experience working with the operation of common forestry equipment for natural resource management activities, such inclinometer, compass
- Experience collecting data with a GPS (Garmin, Avenza, Trimble etc)
- Ability to drive a 4x4 truck in inclement weather on poor road conditions
- Knowledge of general forestry concepts; academic coursework in forestry or related subjects
- Plant identification skills and familiarity with the local flora
- Wildland Firefighting experience/qualifications
- Knowledge of first aid and emergency response protocols
- Ability to maintain a positive attitude and to navigate socially difficult situations

Physical Requirements:

- While performing the duties of this position, the employee is frequently required to walk, sit, and communicate. The employee is occasionally required to stand; reach with hands and arms; climb or balance; and stoop, kneel, crouch, or crawl
- The employee must frequently lift and/or move up to 10 pounds and occasionally lift and/or move up to 50 pounds
- Specific vision abilities required by this position include close, distance, color, peripheral, depth perception, and ability to adjust focus
- The employee must have the ability to use directional compass and topographic maps.
- While performing the duties of this position, the employee is regularly exposed to outside adverse weather and field conditions including steep difficult terrain
- As the employee is often required to use four-wheel drive, all-terrain vehicles, and chainsaws, the employee is regularly exposed to moving mechanical parts; high, precarious places; and fumes or airborne particles
- The noise level in the work environment is usually moderate
- This position may require the following equipment when in the field: eye protection, hearing protection, safety shoes, leather/rubber gloves, sleeve protection and a hard hat. Position travels within a local nature (within 100) miles usually by truck.

LCRCD Forestry Technician Job Description

Compensation: \$25 - \$30/hr, depending on capabilities, ~20/hrs week, at-will

**AGREEMENT FOR GRANT WRITING SERVICES BY AND BETWEEN
THE COUNTY OF LAKE AND LAKE COUNTY RESOURCE
CONSERVATION DISTRICT (RCD)**

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 **February 1, 2023**, and shall terminate on **March 16, 2023**, 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.** 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 **Thirteen thousand, eight hundred seventy-five dollars (\$13,875)**.

The County shall compensate Contractor for services rendered, 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.

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 which do not affect the compensation 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
Administration
255 N. Forbes St
Lakeport, CA 95453
Attn: Susan Parker, CAO

Lake County Resource Conservation District
889 Lakeport Blvd
Lakeport, CA 95453
Attn: Dr. Harry Lyons, President

**AGREEMENT FOR GRANT WRITING SERVICES BY AND BETWEEN
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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

Dr. Harry Lyons
President, Lake County RCD

APPROVED AS TO FORM:

ANITA L. GRANT

County Counsel

By: _____

**AGREEMENT FOR GRANT WRITING SERVICES BY AND BETWEEN
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EXHIBIT “A” – SCOPE OF SERVICES

1. CONTRACTOR RESPONSIBILITIES.

1.1 Research, Development, and Grant writing for 2023 CAL FIRE Fire Prevention Grant with content consistent with the vetted one-page summary, below.

1.2 Submission of completed 2023 CAL FIRE Prevention Grant application by the advertised deadline of March 15th, at 3:00, 2023.

1.3 Cost estimate and timeline described below, including a one-time discounted billing rate of \$75/hour and 40 hours of RCD cash match (\$3,000).

2. RECORDS RETENTION. Contractor shall prepare, maintain and/or make available to 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, 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.

3. COUNTY RESPONSIBILITIES.

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

4. ONE-PAGE PROJECT SUMMARY

Project Title: Tree Mortality Mitigation for Public Safety in Lake County

The Tree Mortality Mitigation and Public Safety in Lake County project (TMMPS) is designed to address the tree mortality state of emergency and the fire danger it creates for the residents of Lake County. The need is driven by a catastrophic decline in forest health due to years of drought, beetle infestation, and over 66% percent of the County suffering from extreme wildfires. The County of Lake has partnered with the Lake County Resource Conservation District (LCRCD) to develop and manage this program utilizing the updated Community Wildfire Protection Plan (CWPP). The program is designed to complement other CAL FIRE projects, current and proposed for Lake County. This program has four main components:

- 1) Tree Mortality Mitigation and Roadside Clearing along evacuation routes
- 2) Hazardous Tree Removal on Private Property along evacuation routes
- 3) LIDAR data analysis on county-wide tree health
- 4) Program Management and LCRCD capacity building

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First, to address the highest priority public safety issues, is the removal of dead and dying trees, or trees that could affect ingress/egress along public roadways that are critical evacuation routes. This roadside clearing work will be within the county right of way.

The second component is a Hazardous Tree Removal program involving dead and dying trees or trees that could affect ingress/egress along the evacuation routes that are on private property. A landowner cost-share program, with consideration for a sliding scale depending on economic need, is being proposed similar to the highly successful hazardous tree removal program in Mendocino County, now in its third phase.

The third component is the analysis of LIDAR data of tree mortality across the entire 1,256 square miles of land in Lake County. LIDAR surveys are funded under a Department of Conservation program and will be collected in the Spring of 2023. The analysis of this data and formatting it into a useful platform will build a critical comprehensive tool for identifying, monitoring, and addressing forest health issues.

Finally, the County of Lake is interested in the strategic growth of the LCRCD since the special district is in a unique position to act as an agent for county government. The LCRCD will manage this program and other environmental projects, many of which are mandated by the State of California. Increasing the capacity of the LCRCD will allow the county to leverage additional resources in a more efficient and cost-effective manner than contracting with independent NGOs or private contractors.

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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 in arrears on a monthly basis, or at the completion of this short-term contract and shall be itemized and formatted to the satisfaction of the County.

2.2 County shall make payment within 20 business days of an undisputed invoice for the compensation stipulated herein for supplies delivered and accepted or 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.

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

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4. BUDGET.

Grant Writing SCHEDULE and COST ESTIMATE			
Phase	Deliverable	Timeline	Estimated Staff Hours
1 Concept Development	One-pager, vetted by key partners	Feb 6 - 10	5
2 Project Details Development	Research and assembly of supporting materials for content	Feb 13 - 17	40
3 Research and development of subsections	Team assignments - writing subsections (1. Tree Mortality, 2. Haz Tree, 3. LIDAR, 4. PMgmt)	Feb 20 - 24	40
4 Budget and Narratives for subsections development	Completed subsections delivered March 3rd	Feb 27 - Mar 3	60
6 Comments on subsections	Comments on subsections due march 6	Mar 4 - 6	15
7 Incorporation of comments	Incorporation of comments due march 8 and sent for consolidation	Mar 6 - 8	15
8 Assemble of subsections and create complete draft for review	Assemble all components into a complete draft, due by March 10th. Complete draft sent to partners on March 10th.	Mar 8 - 10	20
9 Parnters review full draft	Review comments of complete draft	March 10 - 12	15
10 Incorporation of comments	Incorporation of comments and full application incorporated online	March 12 - 14	10
11 SUBMITTAL TO CALFIRE WEBSITE	Confirmation of submittal	DUE MARCH 15th NOON	5
		TOTAL HOURS	225
		Covered by RCD	40
		RCD BILL RATE	\$75
		TOTAL COST ESTIMATE	\$13,875

5. EXPENDITURE OF FUNDS.

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 the budget.

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.)

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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 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

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(\$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 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 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 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.

**AGREEMENT FOR GRANT WRITING SERVICES BY AND BETWEEN
THE COUNTY OF LAKE AND LAKE COUNTY RESOURCE
CONSERVATION DISTRICT (RCD)**

- 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.** 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.