

CONTRACT FOR SERVICES
BY SISKIYOU COUNTY DEPARTMENT OF AGRICULTURE

THIS CONTRACT is entered into, by and between **SHASTA VALLEY RESOURCE CONSERVATION DISTRICT**, hereinafter referred to as "SVRCD" and **SISKIYOU COUNTY DEPARTMENT OF AGRICULTURE**, an independent contractor, hereinafter referred to as "County."

WITNESSETH:

WHEREAS, SVRCD has the need for herbicide application in order to satisfy project requirements for a 75 acre Caltrans and CalFire funded Fuel Break along I5 in the Azalea area.

WHEREAS, County is experienced and competent to perform such services;

NOW, THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. **Services:** Pursuant to this Contract, County shall provide to SVRCD with herbicide application services as set forth in **Exhibit A** attached hereto and incorporated herein by reference.
2. **Ownership of Work Product or Deliverables:** County acknowledges that all work products and deliverable documents (including writing and data bases produced or stored in computers) produced by County pursuant to this Agreement prior to the termination of this Agreement by SVRCD or upon completion of the work pursuant to this Agreement are instruments of professional service and are the property of the SVRCD and the SVRCD shall be entitled to immediate possession of these upon termination of this Agreement or upon completion of this Agreement.
3. **Compensation:** SVRCD shall pay to County on a time and material basis for all services performed by County pursuant to this Contract with the total sum not to exceed \$68,000. It is agreed that the above not-to-exceed amount includes expenses, travel costs, and all other similar expenditures. Said sum may be exceeded only by obtaining the express written consent of SVRCD. The SVRCD is aware that the funds may not be sufficient to treat the whole project area, but will work with the County to prioritize and treat the areas in greatest need.
4. **Billings:** County shall submit to SVRCD on a monthly basis, a detailed statement of

services performed, and reimbursable expenses incurred during that preceding period, including the number of hours of work performed, billable rate, etc. County shall be paid 30 days of when funds are received from the funding source.

5. **Term of Contract:** This Contract shall commence on May 1, 2023, and shall terminate on December 1, 2024, unless said work is completed on a date prior thereto or unless terminated earlier as provided herein. Prior to the termination of this contract, the term of said contract may be extended by the mutual, written agreement of the parties. Termination of the Contract may be effectuated by the SVRCD Administrator without the need for action, approval, or ratification of the Board of Directors.

6. **Termination of Contract for Convenience of Either Party:** Either party may terminate this Contract at any time by giving the other party ten (10) days written notice of such termination. Termination shall have no effect upon the rights and obligations of the parties arising out of any transaction occurring prior to the effective date of such termination. County shall be paid for all work satisfactorily completed prior to the effective date of said termination.

7. **Entire Agreement:** This Contract supersedes all previous contracts and constitutes the entire understanding of the parties hereto. County shall be entitled to no other benefits than those specified herein. No changes, amendments, or alterations shall be effective unless in writing and signed by both parties. County specifically acknowledges that in entering into and executing this Contract, County relies solely upon the provisions contained in this Contract and no others.

8. **Non-Assignment of Contract:** Inasmuch as this Contract is intended to secure the services of County, no interest herein may be assigned, transferred, or delegated without the SVRCD's prior written consent and any such assignment, transfer, or delegation without prior written SVRCD approval shall, in SVRCD's discretion, be considered null and void.

9. **Covenant:** This Contract has been executed and delivered in the State of California, and the validity, enforceability, and interpretation of any of the clauses of this Contract shall be determined and governed by the laws of the State of California. All duties and obligations of the parties created hereunder are performable in Siskiyou County.

10. **Employment Status:** County shall, during the entire term of this Contract, be construed as an independent contractor, and nothing in this Contract is intended nor shall be construed to create an employer-employee relationship, a joint venture relationship, or to allow SVRCD to exercise discretion or control over the professional manner in which

County performs the services which are the subject matter of this Contract; provided, always however, that the services to be provided by County shall be provided in a manner consistent with all applicable standards and regulations governing such services.

County understands and agrees that his/her personnel are not, and will not be, eligible for membership in, or any benefits from, any SVRCD group plan for hospital, surgical or medical insurance, or for membership in any SVRCD retirement program, or for paid vacation, paid sick leave, or other leave, with or without pay, or for any other benefit which accrues to a SVRCD employee.

11. **Withholding for Non-Resident Contractor:** Pursuant to California Revenue and Taxation Code Section 18662, payments made to nonresident independent contractors, including corporations and partnerships that do not have a permanent place of business in this state, are subject to 7 percent state income tax withholding. Withholding is required if the total yearly payments made under this Contract exceed \$1,500.00.

Unless the Franchise Tax Board has authorized a reduced rate or waiver of withholding and the SVRCD is provided evidence of such reduction/waiver, all nonresident contractors will be subject to the withholding.

12. **Indemnification:** County shall defend, indemnify, and save harmless the SVRCD its officers, agents, and employees, from and against any and all claims, demands, damages, costs, expenses, judgments or liability to the extent arising out of this Contract or occasioned by the performance or attempted performance of the provisions hereof, including, but not limited to, any act or omission on the part of the County or his agents or employees or other independent contractors directly responsible to him; except those claims resulting solely from the negligence or willful misconduct of the SVRCD.

County shall also defend, indemnify, and save harmless the SVRCD its officers, agents, and employees, from and against any adverse determination made by the Internal Revenue Service or the State Franchise Tax Board with respect to County's contractor status that would establish a liability for failure to make social security and income tax withholding payments.

13. **Insurance:** County shall obtain and maintain for the entire term of the Contract comprehensive general public liability insurance.

Where the services to be provided under this Contract involve or require the use of any type of vehicle by County in order to perform said services, County shall also provide

comprehensive automobile liability coverage, including non-owned and hired vehicle liability. Said policies shall be payable on a per-occurrence basis unless SVRCD specifically consents to a claims-made basis.

County shall be insured against liability for workers' compensation as required by law.

14. **Safety:** County shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connections with the Work. The County shall take all reasonable safety precautions and provide all reasonable protection to prevent damage, injury, or loss to all employees at the work site and all other persons affected by the Work, all materials and equipment in the care and custody of the County, all Work, and all property at the work site.

15. **Records:** County shall keep complete and accurate fiscal records, and any and all other records pertinent to this Contract in such a manner as to clearly document County's performance of the services performed pursuant to this Contract and shall make such records and documents available to SVRCD upon request. The County shall retain and keep accessible all such fiscal records and pertinent documents for a minimum of three (3) years, or such longer period as may be required by applicable law following final payment and termination of this Contract or until conclusion of any audit, controversy or litigation arising out of or related to this Contract, whichever date is later. County agrees to assure the confidentiality of any records which are required by law to be so maintained.

16. **Non-discrimination:** County agrees that no person shall, on the grounds of race, color, creed, national origin, sex, marital status, or age, suffer discrimination in the performance of this Contract. County agrees to comply with Title VI of the Civil Rights Act of 1964, with Section V of the Rehabilitating Act of 1973, and with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.

17. **Drug Free Workplace:** The County agrees to comply with the requirements of the Drug Free Workplace Act of 1990 (Govt. Code Sec. 8350 et seq.) and will provide a drug-free workplace.

18. **Dispute Resolution:** Unless otherwise provided for in this Contract, all claims, counterclaims, disputes, and other matters in question between the County and the SVRCD shall be resolved by the methods described in the following priority until resolved: by mutual agreement, by mutually agreed upon alternative dispute resolution mechanism, or by mediation.

19. **Grant Funding Contingencies:** The parties acknowledge that funding for this Agreement is being provided through Caltrans and CALFIRE through the SVRCD and no other source. Therefore, if funding for this grant is reduced or deleted by the grantor, SVRCD shall have the option to either cancel this Agreement with no liability occurring to the SVRCD or offer an amendment to this Agreement to the County to reflect the reduced amount of funding available.

20. **Notice:** Any notices required to be given pursuant to the terms and provisions herein shall be in writing and shall be sent by First Class Mail or by email as determined by SVRCD to:

Shasta Valley Resource Conservation District

Contact Name: Dan Blessing
Title: Project Manager
Phone: 805-458-2684
Address: 215 Executive Ct., Ste. A
Yreka, CA 96097
Email: dblessing@svrcd.org

Siskiyou County Department of Agriculture

Contact Name: Dian Collier/Daryl Lara
Title: Admin Services Mngr/Vegetation Control Supervisor
Phone: 530-841-4111/530-841-4113
Email: dian.collier@co.siskiyou.ca.us/dlara@co.siskiyou.ca.us

IN WITNESS WHEREOF, the parties hereto have executed this Contract.

Shasta Valley Resource Conservation District

Dan Blessing, Project Manager

94-2896846

Print Name and Title

Federal Tax ID#

DocuSigned by:
Dan Blessing
4541D791C8DE44B...
Signature

5/8/2023

Date

Siskiyou County Department of Agriculture

James E. Smith

96-6000537

Print Name and Title

Federal Tax ID#

Signature *JES*

5/8/23

Date

IN WITNESS WHEREOF, County and Contractor have executed this agreement on the dates set forth below, each signatory represents that they have the authority to execute this agreement and to bind the Party on whose behalf their execution is made.

COUNTY OF SISKIYOU

Date: _____

ED VALENZUELA, CHAIR
Board of Supervisors
County of Siskiyou
State of California

ATTEST:
LAURA BYNUM
Clerk, Board of Supervisors

By: _____
Deputy

CONTRACTOR: Shasta Valley Resource Conservation District

Date: _____

see page 6
Dan Blessing, Project Manager

License No.: _____
(Licensed in accordance with an act providing for the registration of contractors)

Note to Contractor: For corporations, the contract must be signed by two officers. The first signature must be that of the chairman of the board, president or vice-president; the second signature must be that of the secretary, assistant secretary, chief financial officer or assistant treasurer. (Civ. Code, Sec. 1189 & 1190 and Corps. Code, Sec. 313.)

TAXPAYER I.D. 94-2896846

ACCOUNTING:

Fund	Organization	Account	Activity Code (if applicable)
1001	206010	550900	

Encumbrance number (if applicable):

If not to exceed, include amount not to exceed: **\$68,000**

Exhibit A
Scope of Work
Azalea Fuel Break Herbicide Application

- Herbicide Application: The County will apply herbicides provided by Caltrans to sprouting brush and hardwoods. The County will be responsible to provide expertise in types of chemicals needed and timing of application to meet the objectives of the project. Ensure that regulations are being complied with by tracking and reporting the type, amount, and location where the pesticides are being used.
- The site is approximately five miles south of the town of Mt Shasta in Siskiyou County. Because of the access issues and safety concerns working along I5, the County will attempt to use adjacent service roads when available. All avoidance sites have been flagged by the SVRCD and are located on project area maps.