



## **AGENDA**

**LAKE VALLEY FIRE PROTECTION DISTRICT  
1286 Golden Bear Trail South Lake Tahoe, CA 96150  
Meeting of the Board of Directors  
4:00 pm  
August 14, 2025**

- 1. PLEDGE OF ALLEGIANCE**
- 2. ROLL CALL**
- 3. APPROVAL OF AGENDA**
- 4. READING OF THE MINUTES OF THE REGULAR MEETING FOR July 10, 2025**
- 5. PUBLIC COMMENTS**
- 6. COMMUNICATIONS**
- 7. OLD BUSINESS**
  - A. JPA UPDATE**
- 8. NEW BUSINESS**
  - A. Capital Improvement Plan Discussion**
  - B. Resolution 2025-2 to Approve Proposal to California Department of Forestry and Fire Protection Wildfire Prevention Grant Program**
  - C. Review and Approve Contract for Service for Drew Consulting Inc.**
- 9. REPORTS**
  - A. Firefighter Associations**

- Local 4409
- Firefighters Foundation

**B. Lake Valley Fire Protection District Chief's Report**

**C. Battalion Chiefs**

- Operations, Perry Quinn
- Prevention, Steve Pevenage
- Training, Chuck Malone
- Fuels Division, Martin Goldberg

<b>10. APPROVE DISTRICT PAYROLL</b>	
A. Pay Period 15- July 18, 2025	<b>\$213,479.38</b>
B. Pay Period 16- August 1, 2025	<b>\$233,203.69</b>

**11. PAYMENT OF BILLS**

For FY 24-25

A. July 17, 2025	<b>\$143,353.96</b>
B. July 24, 2025	<b>\$911.10</b>
C. July 29, 2025	<b>\$7,218.03</b>

FY 25-26

D. July 21, 2025	<b>\$289,047.25</b>
E. July 31, 2025	<b>\$198,122.16</b>
F. August 12, 2025	<b>\$</b>

**12. Closed Session. Pursuant to Brown Act Gov. Code § 54957 Public Employee Appointment: Fire Chief**

**13. ADJOURNMENT**

*Public participation is encouraged. The meeting location is accessible to people with disabilities. Every reasonable effort will be made to accommodate participation of the disabled in all of the District's public meetings. If particular accommodations for the disabled are needed, please contact the Administrative Assistant at (530) 577-3737 at least 24 hours in advance of the meeting.*

**MINUTES OF THE MEETING OF  
THE BOARD OF DIRECTORS OF THE  
LAKE VALLEY FIRE PROTECTION DISTRICT  
OF EL DORADO COUNTY  
July 10, 2025**

The Board of Directors of the Lake Valley Fire Protection District of El Dorado County met in regular session on July 10, 2025 at Fire Station 7 in Meyers.

**ROLL CALL**

Director Rice called the meeting to order at 4:00pm. There were present the following directors: Rice, Cain, Kaelin, Henderson, and Hogan. Fire Chief Stephen and Lake Valley personnel were present.

**AGENDA**

A motion was made by Director Kaelin and seconded by Director Henderson to approve the agenda of July 10, 2025. The motion passed unanimously.

**MINUTES FOR June 12, 2025**

A motion was made by Director Henderson and seconded by Director Kaelin to approve the minutes for June 12, 2025. Director Hogan abstained. The motion passed by majority.

**PUBLIC COMMENTS**

None.

**COMMUNICATIONS**

Chief Stephen stated that at the Fuels meeting they reported there are now 99 Firewise Communities Tahoe.

**OLD BUSINESS**

**A. JPA Update**

Director Rice stated that he and Director Kaelin attended the JPA Board meeting the previous day and expressed his appreciation for the new building. He shared the staff morale is extremely high. Director Kaelin added that Executive Director Wagoner is working on meeting with El

Dorado County to push for a service agreement with Alpine County. Chief Stephen shared that the new Medic 7 arrived and will go into service within the next week or so.

## **NEW BUSINESS**

### **A. Approval of the Audit Presentation by Zach Pehling**

Auditor Zach Pehling went through the Audit Report and stated he did not have any significant findings. Director Hogan asked if he saw any concerns. Zach reported that he did not see anything concerning and stated that the District is doing its best to address and manage health and pension liability. A motion was made by Director Hogan and seconded by Director Cain to approve the Audit for Fiscal Year 2024. The motion passed unanimously.

### **B. Review and Approval of the 2025-2026 Indirect Cost Rate for Cal OES**

Chief Stephen reported that the indirect cost rate for Fiscal Year 2026 is 18%. A motion was made by Director Henderson and seconded by Director Kaelin to approve the 2025-2026 Indirect Cost Rate. The motion passed unanimously.

### **C. Discussion and Approval to Update Mutual Aid Agreement Between Lake Valley Fire and South Lake Tahoe Fire and Rescue**

Chief Stephen explained the two agencies have been operating in a mutual aid capacity for a long time and the agreement is being updated to reflect those operations. A motion was made by Director Cain and seconded by Director Kaelin to update the mutual aid agreement. The motion passed unanimously.

### **D. Approval the Amended Fiscal Year 2024-2025 Budget**

Chief Stephen explained that the County has stated the District is over budget and is not processing outstanding invoices until an adjustment is made. He went through each of the line items and explained the reason for each. A motion was made by Director Hogan and seconded by Director Henderson to approve the budget amendment. The motion passed unanimously.

## **REPORTS**

### **A. Firefighter Associations**

- **Local 4409**  
No Report.
- **Firefighters Foundation**  
No Report.

## **B. Lake Valley Fire Protection District Chief's Report**

Chief Stephen added that the District has been busy and is getting ready for fire season. He stated that we have already provided mutual aid to Nevada for a few fires and he expects this fire season to start early and last long.

## **C. Battalion Chiefs**

- **Operations**

Chief Quinn added that the district has been able to have 3-0 staffing at Station 6. He reported that there are two firefighters who will be going on paternity leave in the next few weeks but their positions will not be filled with overtime since it will not drop the district below minimum staffing. Director Rice requested a plan for employee recognition.

- **Prevention**

No additional Report.

- **Training**

No additional Report.

- **Fuels Division**

Chief Goldberg apologized for not providing a report and thanked everyone for their ongoing support. He shared that on July 30th he and Chief Stephen, along with Chief Drennen and Chief Manning from the City will be going to Marin County to learn about their Joint Powers Authority and to discuss the potential for creating a wildfire prevention and fuels reduction JPA in South Lake, and opened it up to any Board member who is available and interested in attending.

## **REVIEW AND APPROVE District Year To Date Income and Expense Report for July 1, 2024 to June 30, 2025**

A motion was made by Director Hogan and seconded by Director Kaelin to approve the year to date income and expense report. The motion passed unanimously.

### **APPROVE DISTRICT PAYROLL**

A motion was made by Director Kaelin and seconded by Director Henderson to approve district payroll for pay period 13 for \$242,378.34, and pay period 14 for \$223,050.78. The motion passed unanimously.

### **PAYMENT OF THE BILLS**

A motion was made by Director Kaelin and seconded by Director Henderson to approve the bills paid for Fiscal Year 2025 for June 12 for \$22,072.62, June 19 for \$31,631.96, June 20 for \$440,601.86, for June 26 for \$202,440.00, for July 1 for \$2,134.40 and July 1 for \$261,429.90 and for Fiscal Year 2026 for July 1 for \$106,184.13. The motion passed unanimously.

**ADJOURNMENT**

The meeting was adjourned at approximately 5:03pm.

Respectfully Submitted;

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John Rice  
CHAIRPERSON

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Irene Kaelin  
SECRETARY

K. Galvan prepared the minutes



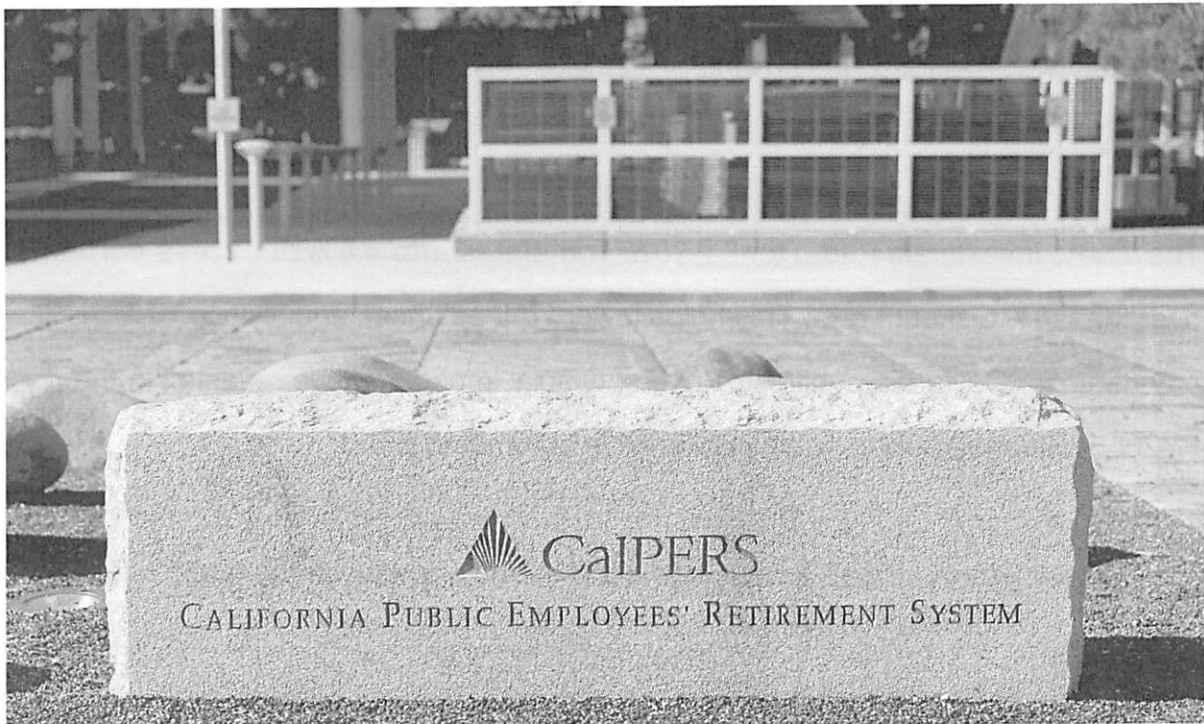
Kayla Galvan <galvan@lakevalleyfire.org>

## CalPERS Announces 11.6% Investment Return for FY2025. What Does That Mean for Your Agency?

3 messages

**Dmitry Semenov** <dsemenov@ridgelinemuni.com>  
Reply-To: Dmitry Semenov <dsemenov@ridgelinemuni.com>  
To: Kayla Galvan <galvan@lakevalleyfire.org>

Tue, Aug 5, 2025 at 8:59 AM



In today's update, we cover several new developments that impact your agency's pension plans:

- CalPERS' investment performance for the FYE 06/30/2025.
- How to estimate its impact on your unfunded pension liability.
- Discount rate review process update.

Also, keep reading to the end to find out about **the big change happening in this year's actuarial reports.**

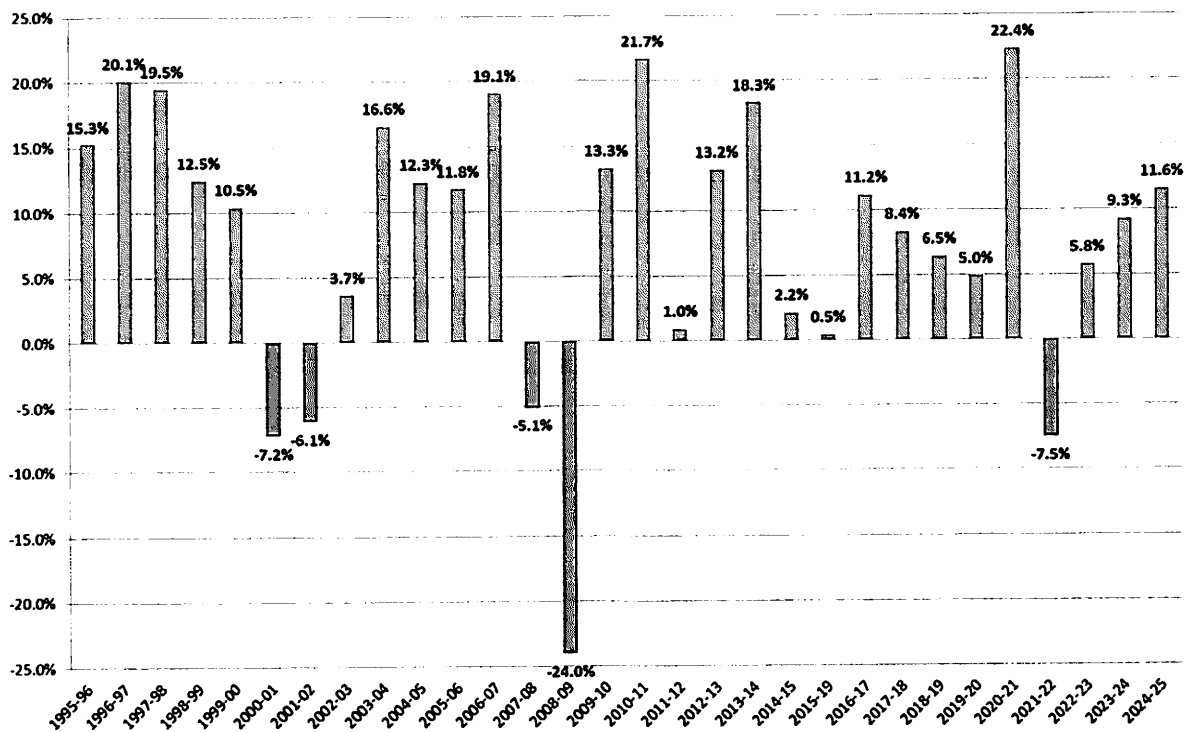
## **CalPERS Investment Performance**

On July 14, 2025, the California Public Employees' Retirement System (CalPERS) announced a preliminary 11.6% investment return for FY2025. With the second year of strong performance, this is welcome news for many public agencies.

As a reminder, investment performance exceeding CalPERS' 6.8% target (also known as the **discount rate**) helps reduce your agency's **unfunded accrued liability (UAL)**.

The 11.6% investment return for FY 2025 **translates into 4.8% of excess earnings** over the 6.8% discount rate. This helps lower UAL balances and reduce UAL payments for California public employers. Official impacts will be reflected in the FY2025 actuarial reports, to be published in summer of 2026.

The 30-year history of CalPERS investment returns is shown in the graph below.



CalPERS Investment Return (1996-2025)

With FY 2025 investment return exceeding the 6.8% target, the pension system’s funded status increased from approximately 75% to 78%.

This performance was driven by strong gains in public equities (16.8%), private equity (14.3%), and private debt (12.8%). Fixed income delivered a solid 6.5% return, while real assets posted a more modest 2.7% gain. It should be noted that returns from private equity, private debt, and real assets typically lag by a quarter and remain subject to future adjustments.

## What Does This Mean for Your Agency?

To quantify what the 11.6% investment return means for your agency, it is important to understand CalPERS’ funding math.

- For CalPERS to stay on track and avoid significant UAL increases, it needs to average 6.8% in annual investment returns. This target is called the **discount rate** – the minimum average rate of return that CalPERS needs to achieve in perpetuity so that its member agencies could meet their retirement obligations to employees, retirees, and other beneficiaries.
- Every time that CalPERS misses this target, additional UAL is created.
- However, when investment returns exceed the target (like it did this year), the UAL is reduced.

To estimate the FY2025 excess return impact on your UAL, you can multiply the market value of assets within your pension plan by the 4.8% excess earnings. That will be the approximate amount by which the UAL will be reduced.

**For each \$1 million in pension plan assets, roughly \$48,000 of existing UAL will be removed from each agency's account.**

These lower UAL balances will first be reflected in the 2025 actuarial reports, which CalPERS will publish in July/August of 2026.

The FY2025 performance will result in higher funded status of pension plans, lower UAL balances, and lower future UAL payments, as the effect of the excess earnings will be spread over the next two decades. There should be no change to the Normal Cost contribution rates due to the investment performance.

The impacts of the FY2025 investment performance are illustrated below:

FY2025 Event	Plan Funded Status	UAL Balance	UAL Payments	Normal Cost Rates
11.6% Investment Return	↑	↓	↓	No Change

#### CalPERS FY2025 Investment Return Impacts Summary

If CalPERS continues to follow its current amortization practices, the FY2025 UAL reduction will be phased-in over a 20-year period starting with FY2028, with a five-year credit ramp-up:

- The 2028 UAL credit will be 20% of the full annual credit amount
- The 2029 UAL credit will be 40% of the full annual credit amount
- The 2030 UAL credit will be 60% of the full annual credit amount
- The 2031 UAL credit will be 80% of the full annual credit amount
- Only in 2032 will the UAL credit be fully phased-in and continue at that level for 15 more years

Years with excess returns should be allowed to work in your agency's favor. Unlike UAL increases, which create **negative amortization**, unamortized UAL credits create additional investment income for your agency's pension account. Thus, maintaining the ramp-up structure for credits can help maximize long-term benefits.

## Discount Rate Policy Update

For now, CalPERS elected to pause automatic discount rate reductions in years with excess investment returns. Instead, the Board of Administration is now required to review whether the discount rate should be reduced in the future. With the on-going Asset Liability Management process, any changes to the discount rate are expected

to be announced in November 2025.

CalPERS' average annual returns currently stand at

- 8% over the past 5 years
- 7.1% over the past 10 years
- 6.7% over the past 20 years

These results generally support maintaining the current 6.8% discount rate.

## **Additional Factors**

Besides investment-related UAL changes, CalPERS conducts an annual reconciliation comparing actual plan experience to actuarial assumptions. This analysis will result in additional UAL adjustments for FY2025, but we will find out about them only in July/August of 2026.

## **Big Change for Upcoming Actuarial Reports**

The actuarial reports for FY2024 are about to land in your MyCalPERS portal. You will notice a big change to how the pension system reports on your pension plans. While Miscellaneous and Safety plans remain separate, CalPERS has decided to consolidate reporting for the Classic and PEPRA plans.

Starting this year, you will only see one report where there used to be two. CalPERS implemented this consolidation to simplify reporting and improve administrative efficiency. However, extra effort will be necessary if you want to separate the Classic and PEPRA data.

# LAKE VALLEY FIRE PROTECTION DISTRICT

"Serving the Community Since 1947"

Chad Stephen, Fire Chief

Board of Directors

John Rice  
Brian Hogan  
Irene Kaelin  
Tim Cain  
Jessica Henderson



## Lake Valley Fire Protection District: 15-Year CIP

### Years 1–2: 2026-2027 (\$1.6M)

#### 2027:

- Fire Engine – \$1.3M (Reserve Engine)
- Fire Utility Vehicle X 2- \$100,000 each (Uty7 & Uty77)
- Extrication/Rescue Tools – \$55,000 (Reserve Engine)
- Defensible space Inspector vehicle (\$40,000)

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### Years 3–7: 2028–2032 (\$1.8M)

#### 2028:

- Turnouts/PPE- \$180,000 (1<sup>st</sup> Set)

#### 2030:

- Fleet Mechanic Truck- \$150,000

#### 2032:

- Fire Engine- \$1.5M (E7)
- Communication equipment- \$120,000 (mobile radios, repeaters)

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**Years 8–15: 2033–2040      **(\$4.4M)****

**2033:**

- Extrication/Rescue Tools- \$133,000 (Engine 6 & 7)

**2034:**

- Fire Engine – \$1.58M (E6)
- Fire Vehicle X 2 – \$132,000 each (C700 & BC7/C701)
- Turnouts/PPE- \$220,000 (2<sup>nd</sup> Set)

**2036:**

- SCBA- \$520,000
- Station 6, New Facility- \$15-20M
- Extrication/Rescue Tools- \$20,000 (Squad 7)
- Brush Engine- \$500,000 (Br6)

**2039:**

- Fire Vehicle X 3- \$150,000 each (C702, C703, Prev720)
- Squad Apparatus- \$500,000 (Sq7)

**2040:**

- Water Tender- \$250,000
  - Loader- \$150,000
-

## **Financing Plan**

### **Financed Items (% Interest Rate):**

- **10-year loans:**
  - Engines- Type I
  - Brush Engine-Type III
  - Squad- Type VI
  - Water Tender
- **5-year loans:**
  - Fire Vehicles
  - Utility Vehicles
  - SCBA
  - Communications (Major upgrades)

### **Pay-in-Full at Purchase:**

- PPE
  - Extrication Tools
  - Radios
  - EMS monitors
- 

## **Assumptions**

- **Annual inflation adjustment: 3%**
  - **Reserve fund earnings: 2.25%**
  - **Original base year for estimates: FY 2025-26**
  - **All costs shown above are inflated to 2025+ values using 3%/year**
-

# LAKE VALLEY FIRE PROTECTION DISTRICT

"Serving the Community Since 1947"  
Chad Stephen, Fire Chief

Board of Directors  
Leona Allen  
Ron Sitton  
John Rice  
Brian Hogan  
Irene Kaelin



## RESOLUTION 2025-02 OF BOARD OF DIRECTORS OF LAKE VALLEY FIRE PROTECTION DISTRICT

WHEREAS, the Governor of the State of California in cooperation with the California State Legislature has enacted State of California Climate Investment, which provides funds to the State of California and its political subdivisions for fire prevention programs; and

WHEREAS, the State Department of Forestry and Fire Protection (CAL FIRE) has been delegated the responsibility for the administration of the program within the State, setting up necessary procedures governing application by local agencies, non-profit organizations, and others under the program, and

WHEREAS, the applicant will enter into an agreement with the State of California to carry out Community Chipping project;

NOW, THEREFORE, BE IT RESOLVED that the Lake Valley Fire Protection District:

1. Approved the filing of an application for "CCI & Prop 4 Wildfire Prevention Grants"; and
2. Certifies that said applicant has or will have sufficient funds to operate and maintain the project; and,
3. Certifies that funds under the jurisdiction of Lake Valley Fire Protection District are available to begin the project.
4. Certifies that said applicant will expend grant funds prior to 03/15.2029.
5. Appoints Chad Stephen, Fire Chief, or a designee, to conduct all negotiations, execute and submit all documents including, but not limited to applications, agreements, amendments, payment requests and so on, which may be necessary for the completion of the aforementioned project.

The foregoing resolution was approved and adopted the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ by the following vote:

AYES:

\_\_\_\_\_  
Signature

NOES:

\_\_\_\_\_  
Title

ABSENTS:

----CERTIFICATION OF RESOLUTION----

ATTEST: I \_\_\_\_\_, Chair of the Lake Valley Fire Protection District, witness my hand on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Signature  
\_\_\_\_\_  
Title

Please note the person attesting cannot be the person(s) appointed in (5.) O

**LAKE VALLEY FIRE PROTECTION DISTRICT  
PROFESSIONAL SERVICES AGREEMENT**

1. PARTIES AND DATE.

This Agreement is made and entered into this 1<sup>st</sup> day of July, 2025, by and between the Lake Valley Fire Protection District ("District") and **Drew Consulting Inc.**, with its principal place of business at **1679 Zapotec Drive, South Lake Tahoe, CA 96150** ("Consultant"). District and Consultant are sometimes individually referred to herein as "Party" and collectively as "Parties."

2. RECITALS.

2.1 Consultant.

Consultant desires to perform and assume responsibility for the provision of certain accounting services required by District on the terms and conditions set forth in this Agreement. Consultant represents that it is experienced in providing accounting services to public clients and is licensed in the State of California.

2.2 Project.

District desires to engage Consultant to render such services for the "**Accounting Support Services**" project ("Project") as set forth in this Agreement.

3. TERMS.

3.1 Scope of Services and Term.

3.1.1 General Scope of Services. Consultant promises and agrees to furnish to District all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional consultant services and advice on various issues affecting the decisions of District regarding the Project and on other programs and matters affecting District ("Services"). The Services are more particularly described in Exhibit "A" attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

3.1.2 Term. The term of this Agreement shall be from the date first specified above to June 30<sup>th</sup>, 2026, unless earlier terminated as provided herein. Consultant shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines.

### 3.2 Responsibilities of Consultant.

3.2.1 Control and Payment of Subordinates; Independent Contractor. The Services shall be performed by Consultant or under its supervision. Consultant will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. District retains Consultant on an independent contractor basis and not as an employee of District. Consultant retains the right to perform similar or different services for others during the term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Consultant shall also not be employees of District and shall at all times be under Consultant's exclusive direction and control. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

3.2.2 Schedule of Services. Consultant shall perform the Services expeditiously, within the term of this Agreement, and in accordance with the Schedule of Services set forth in Exhibit "B" attached hereto and incorporated herein by reference. Consultant represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate Consultant's conformance with the Schedule, District shall respond to Consultant's submittals in a timely manner. Upon request of District, Consultant shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

3.2.3 Conformance to Applicable Requirements. All work prepared by Consultant shall be subject to the approval of District.

3.2.4 Substitution of Key Personnel. Consultant has represented to District that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence and experience upon written approval of District. In the event that District and Consultant cannot agree as to the substitution of key personnel, District shall be entitled to terminate this Agreement for cause. As discussed below, any personnel who fail or refuse to perform the Services in a manner acceptable to District, or who are determined by District to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project or a threat to the safety of persons or property, shall be promptly removed from the Project by Consultant at the request of District. The key personnel for performance of this Agreement are as follows: **Andrea (Meyer) Drew, CPA.**

3.2.5 District's Representative. District hereby designates **Chad Stephen, Fire Chief**, or his or her designee, to act as its representative for the performance of this Agreement ("District's Representative"). District's Representative shall have the power to act on behalf of District for all purposes under this Agreement. Consultant shall not accept direction or orders from any person other than District's Representative or his or her designee.

**3.2.6 Consultant's Representative.** Consultant hereby designates **Andrea (Meyer) Drew, CPA**, or his or her designee, to act as its representative for the performance of this Agreement ("Consultant's Representative"). Consultant's Representative shall have full authority to represent and act on behalf of Consultant for all purposes under this Agreement. Consultant's Representative shall supervise and direct the Services, using his or her best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

**3.2.7 Coordination of Services.** Consultant agrees to work closely with District staff in the performance of Services and shall be available to District's staff, consultants and other staff at all reasonable times.

**3.2.8 Standard of Care; Performance of Employees.** Consultant shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant warrants that all employees and sub-consultants shall have sufficient skill and experience to perform the Services assigned to them. Finally, Consultant represents that it, its employees and sub-consultants have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, including a business license, and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Consultant shall perform, at its own cost and expense and without reimbursement from District, any services necessary to correct errors or omissions which are caused by Consultant's failure to comply with the standard of care provided for herein, and shall be fully responsible to District for all damages and other liabilities provided for in the indemnification provisions of this Agreement arising from the Consultant's errors and omissions.. Any employee of Consultant or its sub-consultants who is determined by District to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to District, shall be promptly removed from the Project by Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

**3.2.9 Laws and Regulations.** Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Consultant shall be liable for all violations of such laws and regulations in connection with Services. If Consultant performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to District, Consultant shall be solely responsible for all costs arising therefrom. Consultant shall defend, indemnify and hold District, its officials, directors, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

**3.2.10 Insurance.**

(a) Time for Compliance. Consultant shall, at its expense, procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the Consultant, its agents, representatives, employees or subcontractors. Consultant shall not commence work under this Agreement until it has provided evidence satisfactory to District that it has secured all insurance required under this section. In addition, Consultant shall not allow any sub-consultant to commence work on any subcontract until it has provided evidence satisfactory to District that the sub-consultant has secured all insurance required under this section. Failure of Consultant to maintain the insurance required under this section or to comply with its requirements shall constitute a material breach of the Agreement.

(b) Types of Required Coverages. As a condition precedent to the effectiveness of this Agreement for work to be performed hereunder and without limiting the indemnity provisions of the Agreement, Consultant in partial performance of its obligations under such Agreement, shall procure and maintain in full force and effect during the term of the Agreement, the following policies of insurance.

(i) Automobile Liability Insurance: Automobile Liability Insurance with coverage at least as broad as the latest version of Insurance Services Office Form CA 0001 covering "Any Auto" (Symbol 1) with minimum limits of \$500,000 each accident.

(ii) Professional Liability: Consultant shall procure and maintain, and require its sub-consultants to procure and maintain, for a period of one (one) year following completion of the Project, errors and omissions liability insurance appropriate to their profession. Such insurance shall be in an amount not less than \$1,000,000 Covered Professional Services/\$1,000,000 aggregate shall specifically include all work to be performed under the Agreement.

(iii) Reserved

(c) Endorsements.

(i) The policy or policies of insurance required by Section 3.2.10(b) (i) Commercial General Liability and (ii) Automobile Liability Insurance shall be endorsed to provide the following:

(1) Additional Insured: District, its officials, officers, employees and agents shall be additional insureds with regard to liability and defense of suits or claims arising out of the performance of the Agreement. Endorsements shall be issued on a combination of ISO CG 20 10 and CG 20 37 or exact equivalents. Additional Insured Endorsements shall not (1) be restricted to "ongoing operations"; (2) exclude "contractual liability"; (3) restrict coverage to "sole" liability of Consultant; or (4) contain any other exclusions contrary to the Agreement.

(2) Primary Insurance and Non-Contributing Insurance: This

insurance shall be primary and any other insurance, deductible, or self-insurance maintained by the District, its officials, officers, employees and agents shall not contribute with this primary insurance. In addition, and for the Commercial General Liability only, the insurance provided by the Consultant, including any excess liability or umbrella form coverage, is primary coverage with respect to any insurance or self-insurance programs maintained by District and no insurance held or owned by the District shall be called upon to contribute to a Consultant loss. This policy shall not be cancelled or materially changed without first giving thirty (30) days' prior written notice to District.

- (3) **Severability:** In the event of one insured, whether named or additional, incurs liability to any other of the insureds, whether named or additional, the policy shall cover the insured against whom claim is or may be made in the same manner as if separate policies had been issued to each insured, except that the limits of insurance shall not be increased thereby.
- (4) **Cancellation:** The policy shall not be canceled or the coverage suspended, voided, reduced or allowed to expire until a thirty (30) day prior written notice of cancellation has been served upon District except ten (10) days prior written notice shall be allowed for non-payment of premium.
- (5) **Waiver of Subrogation:** A waiver of subrogation stating that the insurer waives all rights of subrogation against the District, its officials, officers, employees and agents.
- (6) **Duties:** Any failure by the named insured to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the District, its officials, officers, employees and agents.
- (7) **Applicability:** That the coverage provided therein shall apply to the obligations assumed by Consultant under the indemnity provisions of the Agreement, unless the policy or policies contain a blanket form of contractual liability coverage.

(ii) The policy or policies of insurance required by Section 3.2.10 (iv) Professional Liability shall be endorsed, as follows:

- (1) **Cancellation:** The policy shall not be canceled or the coverage suspended, voided, reduced or allowed to expire until a thirty (30) day prior written notice of cancellation has been served upon District except ten (10) days prior written notice shall be allowed for non-payment of premium.

(d) Deductible. Any deductible or self-insured retention must be reasonable and approved in writing by District and shall protect the District, their officials, officers, employees and agents in the same manner and to the same extent as they would have been protected had the policy or policies not contained a deductible or self-insured retention. The insurance companies shall have no recourse against the District, and funding agencies, its officers and employees or any of them for payment of any premiums or assessments under any policy issued by a mutual insurance company. The Consultant shall be responsible for all deductibles in all of Consultant's insurance policies.

(e) Evidence of Insurance. Consultant, concurrently with the execution of the Agreement, and as a condition precedent to the effectiveness thereof, shall deliver either certified copies of the required policies, or original certificates and endorsements on forms approved by District. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. At least fifteen (15 days) prior to the expiration of any such policy, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with District. If such coverage is cancelled or reduced, Consultant shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with District evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies.

(f) Failure to Maintain Coverage. Consultant agrees to suspend and cease all operations hereunder during such period of time as the required insurance coverage is not in effect and evidence of insurance has not been furnished to District. District shall have the right to withhold any payment due Consultant until Consultant has fully complied with the insurance provisions of this Agreement.

In the event that Consultant's operations are suspended for failure to maintain required insurance coverage, Consultant shall not be entitled to an extension of time for completion of the work because of production lost during suspension.

(g) Acceptability of Insurers. Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and authorized to do business in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law.

(h) Insurance for Sub-consultants. Consultant shall be responsible for causing sub-consultants to purchase the appropriate insurance in compliance with the terms of this Agreement, including adding District as an Additional Insured to the sub-consultant's policies.

(i) Indemnity. Consultant's indemnity and other obligations shall not be limited by the foregoing insurance requirements and shall survive the expiration of this Agreement.

3.2.11 Safety. Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions as applicable shall include, but shall not be limited to: (A) adequate life protection and life saving equipment and procedures; (B) instructions in accident prevention for all employees and sub-consultants, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

### 3.3 Fees and Payments.

3.3.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "B" attached hereto and incorporated herein by reference. The total compensation shall not exceed **Fifty Five Thousand Dollars (\$55,000.00)** without written approval of the District. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.3.2 Payment of Compensation. Consultant shall submit to District a monthly itemized statement which indicates work completed and hours of Services rendered by Consultant. The statement shall describe the amount of Services and supplies provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. District shall, within 45 days of receiving such statement, review the statement and pay all approved charges thereon.

3.3.3 Reimbursement for Expenses. Consultant shall not be reimbursed for any expenses unless authorized in writing by the District. Authorized expenses, contingent review for allowability upon receipt of Consultant's invoices, are included in Exhibit B.

3.3.4 Extra Work. At any time during the term of this Agreement, District may request that Consultant perform Extra Work. As used herein, "Extra Work" means any work which is determined by District to be necessary for the proper completion of the Project, but which the parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant shall not perform, nor be compensated for, Extra Work without written authorization from District's Representative.

### 3.3.5 Reserved

3.3.6 Funding Requirements. It is mutually understood between the parties hereto that this Agreement may have been entered into prior to the appropriation of funds in order to avoid delays. This Agreement is valid and enforceable only if sufficient funds are made available to the District and may be terminated in the sole discretion of the District in the event funding is unavailable or reduced. This Agreement is subject to any additional restrictions,

limitations, conditions or statutes enacted by the Federal government, the State or any public agency with jurisdiction that may affect the provisions, terms or funding of this Agreement in any manner, expressly including, but limited to, those set forth in Exhibit C, incorporated by this reference. In the event of any conflict between the requirements of this Agreement and those set forth in Exhibit C, those imposing stricter requirements on Consultant shall control. It is mutually agreed that if sufficient funds are not appropriated, this Agreement may be amended to reflect any reduction in funds or terminated at the District's discretion.

3.3.7 Prevailing Wages. Consultant is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. District shall provide Consultant with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Consultant shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at Consultant's principal place of business and at the project site. Consultant shall defend, indemnify and hold District, its officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

Effective March 1, 2015, if the Services are being performed as part of an applicable "public works" or "maintenance" project, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Consultant and all subconsultants performing such Services must be registered with the Department of Industrial Relations. Consultant shall maintain registration for the duration of the Project and require the same of any subconsultants, as applicable. This Project may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Consultant's sole responsibility to comply with all applicable registration and labor compliance requirements.

### 3.4 Accounting Records.

3.4.1 Maintenance and Inspection. Consultant shall maintain complete and accurate records with respect to all costs and expenses incurred and fees charged under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of District during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of five (5) years from the date of final payment under this Agreement.

### 3.5 General Provisions.

#### 3.5.1 Termination of Agreement.

(a) Grounds for Termination. District may, by written notice to Consultant, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Consultant may, by written notice to District, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Consultant shall be compensated only for those services which have been fully and adequately rendered to District through the effective date of the termination, and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause.

(b) Effect of Termination. If this Agreement is terminated as provided herein, District may require Consultant to provide all finished or unfinished Documents and Data, as defined below, and other information of any kind prepared by Consultant in connection with the performance of Services under this Agreement. Consultant shall be required to provide such document and other information within fifteen (15) days of the request.

(c) Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, District may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

3.5.2 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

Consultant: Drew Consulting Inc  
1679 Zapotec Drive  
South Lake Tahoe, CA 96150  
Attn: Andrea (Meyer) Drew, CPA

District: Lake Valley Fire Protection District  
2211 Keetak Street  
South Lake Tahoe, CA 96150  
Attn: Chad Stephen, Fire Chief

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

### 3.5.3 Ownership of Materials and Confidentiality.

(a) Documents & Data; Licensing of Intellectual Property. This Agreement creates separate exclusive and perpetual licenses for District and the USFS to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, materials, data and other

documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Consultant under this Agreement ("Documents & Data"). Consultant shall require all sub-consultants to agree in writing that District and the USFS are granted exclusive and perpetual licenses for any Documents & Data the sub-consultant prepares under this Agreement. Consultant represents and warrants that Consultant has the legal right to grant the exclusive and perpetual license for all such Documents & Data. Consultant makes no such representation and warranty in regard to Documents & Data which were prepared by design professionals other than Consultant or provided to Consultant by District. District shall not be limited in any way in its use of the Documents and Data at any time, provided that any such use not within the purposes intended by this Agreement shall be at District's sole risk. Consultant shall incorporate the acknowledgement required in Exhibit C(4) of Exhibit D of this Agreement into all Documents and Data as required by that section.

(b) Intellectual Property. In addition, District shall have and retain all right, title and interest (including copyright, patent, trade secret and other proprietary rights) in all plans, specifications, studies, drawings, estimates, materials, data, computer programs or software and source code, enhancements, documents, and any and all works of authorship fixed in any tangible medium or expression, including but not limited to, physical drawings or other data magnetically or otherwise recorded on computer media ("Intellectual Property") prepared or developed by or on behalf of Consultant under this Agreement as well as any other such Intellectual Property prepared or developed by or on behalf of Consultant under this Agreement. District shall have and retain all right, title and interest in Intellectual Property developed or modified under this Agreement whether or not paid for wholly or in part by District, whether or not developed in conjunction with Consultant, and whether or not developed by Consultant. Consultant will execute separate written assignments of any and all rights to the above referenced Intellectual Property upon request of District. Consultant shall also be responsible to obtain in writing separate written assignments from any subcontractors or agents of Consultant of any and all right to the above referenced Intellectual Property. Should Consultant, either during or following termination of this Agreement, desire to use any of the above-referenced Intellectual Property, it shall first obtain the written approval of District. All materials and documents which were developed or prepared by the Consultant for general use prior to the execution of this Agreement and which are not the copyright of any other party or publicly available and any other computer applications, shall continue to be the property of the Consultant. However, unless otherwise identified and stated prior to execution of this Agreement, Consultant represents and warrants that it has the right to grant the exclusive and perpetual license for all such Intellectual Property as provided herein. District further is granted by Consultant a non-exclusive and perpetual license to copy, use, modify or sub-license any and all Intellectual Property otherwise owned by Consultant which is the basis or foundation for any derivative, collective, insurrectional, or supplemental work created under this Agreement.

(c) Confidentiality. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents & Data either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant. Such materials shall not, without the prior written consent of District, be used by Consultant for any purposes other than the performance of the Services. Nor shall such materials be disclosed

to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Consultant which is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use District's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of District. If such approval is granted by District, Consultant shall comply with all publicity and acknowledgement requirements set forth in Exhibit D. Should Consultant receive a subpoena or court order related to this Agreement, the Services or the Project, Consultant shall immediately provide written notice of the subpoena or court order to District in order to allow District to pursue legal remedies designed to limit any confidential information required to be disclosed or to assure the confidential treatment of the information following disclosure. Consultant shall not respond to any such subpoena or court order until notice to the Commission is provided as required herein, and shall cooperate with the Commission in responding to the subpoena or court order.

(d) Infringement Indemnification. Consultant shall defend, indemnify and hold District, its directors, officials, officers, employees, volunteers and agents free and harmless, pursuant to the indemnification provisions of this Agreement, for any alleged infringement of any patent, copyright, trade secret, trade name, trademark, or any other proprietary right of any person or entity in consequence of the use on the Project by District of the Documents & Data, including any method, process, product, or concept specified or depicted.

3.5.4 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

3.5.5 Attorneys' Fees. If either party commences an action against the other party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorneys' fees and all costs of such action.

3.5.6 Indemnification. To the fullest extent permitted by law, Consultant shall defend, indemnify and hold District, its officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, in any manner arising out of or incident to any alleged negligent acts, omissions or willful misconduct of Consultant, its officials, officers, employees, agents, subcontractors and sub-consultants arising out of or in connection with the performance of the Services, the Project or this Agreement, including without limitation the payment of all consequential damages, attorneys' fees and other related costs and expenses. Consultant shall defend, at Consultant's own cost, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against District, its directors, officials, officers, employees, agents or volunteers. Consultant shall pay and satisfy any judgment, award or decree that may be rendered against District or its directors, officials, officers, employees, agents or volunteers, in any such suit, action or other legal proceeding. Consultant shall reimburse District and its directors, officials, officers, employees, agents and/or volunteers, for any and all legal expenses and costs, including reasonable attorneys' fees, incurred by each of them in connection therewith

or in enforcing the indemnity herein provided. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by District or its directors, officials, officers, employees, agents or volunteers. Notwithstanding the foregoing, to the extent Consultant's Services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant. This Section 3.5.6 shall survive any expiration or termination of this Agreement.

3.5.7 Entire Agreement. This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be supplemented, amended or modified by a writing signed by both Parties.

3.5.8 Governing Law. This Agreement shall be governed by the laws of the State of California. Venue shall be in El Dorado County.

3.5.9 Time of Essence. Time is of the essence for each and every provision of this Agreement. District warrants and agrees to timely provide necessary information and necessary approvals and direction, and shall timely review and approve deliverables prepared as part of the overall contract scope of work. District shall endeavor to ensure that other consultants and cooperators on the Project to do so as well.

3.5.10 District's Right to Employ Other Consultants. District reserves the right to employ other consultants in connection with this Project.

3.5.11 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the parties.

3.5.12 Assignment or Transfer. Consultant shall not assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of District. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

3.5.13 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Consultant include all personnel, employees, agents, and sub-consultants of Consultant, except as otherwise specified in this Agreement. All references to District include its officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

3.5.14 Amendment; Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

3.5.15 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

3.5.16 No Third Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

3.5.17 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.5.18 Prohibited Interests. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, District shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of District, during the term of his or her service with District, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

3.5.19 Equal Opportunity Employment. Consultant shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical disability, medical condition, marital status, age, or sex. Consultant shall ensure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination. Consultant shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12900 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990, set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Consultant shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. This nondiscrimination clause shall be included in all subcontracts entered into by the Consultants for the performance of work within the scope of this Agreement.

3.5.20 Labor Certification. By its signature hereunder, Consultant certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

3.5.21 Authority to Enter Agreement. Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party

warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

3.5.22 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

3.5.23 Employment Adverse to District. Consultant shall notify District, and shall obtain District's written consent, prior to accepting work to assist with or participate in a third-party lawsuit or other legal or administrative proceeding against District during the term of this Agreement.

3.5.24 Conflict of Employment. Employment by Consultant of personnel currently on the payroll of District shall not be permitted in the performance of this Agreement, even though such employment may occur outside of the employee's regular working hours or on weekends, holidays or vacation time. Further, the employment by Consultant of personnel who have been on District's payroll within one year prior to the date of execution of this Agreement, where this employment is caused by and or dependent upon Consultant securing this or related Agreements with District, is prohibited.

3.5.25 Survival. All rights and obligations hereunder that by their nature are to continue after any expiration or termination of this Agreement, including, but not limited to, the indemnification and confidentiality obligations, and the obligations related to receipt of subpoenas or court orders, shall survive any such expiration or termination.

3.5.26 Subcontracting. Consultant shall not subcontract any portion of the work required by this Agreement, except as expressly stated herein, without prior written approval of District. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

**SIGNATURES ON FOLLOWING PAGE**

**SIGNATURE PAGE TO THE PROFESSIONAL SERVICES AGREEMENT  
BETWEEN  
LAKE VALLEY FIRE PROTECTION DISTRICT AND  
DREW CONSULTING INC.**

**IN WITNESS WHEREOF**, this Agreement was executed on the date first written above.

**LAKE VALLEY FIRE PROTECTION DISTRICT      DREW CONSULTING INC.**

By: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

Its: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

## **Exhibit A** **Scope of Services**

### **Accounting and Financial Compliance Services**

Drew Consulting Inc. (Consultant) will provide Lake Valley Fire Protection District (District) with accounting support services as follows:

- Task 1: Provide support, as directed, to the maintenance of the District’s “Quickbooks” accounting software, including but not limited to, the following tasks:
  - Monthly input of general journal entries per (general and special fund) EdCAT reports into Quickbooks;
  - Monthly (general and special fund) bank account reconciliation work;
  - Monthly (general fund) CalCard input review and reconciliation work; and
  - Support to year-end close out policies and procedures.
- Task 2: Assist, as directed, in the development of monthly budget-to-actual reports.
- Task 3: Assist in the preparation of the District’s annual year-end Financial Audit for the year ended June 30, 2025.
- Task 4: Assist in the development of the District’s Indirect Cost Proposal with the California Governor’s Office of Emergency Services (CalOES) for the 2026-strike team season.
- Task 5: Assist, as directed, in the development of the District annual budget.
- Task 6: Assist, as directed, in the administration and compliance of grant funding agreements.

**Exhibit B**  
**Cost Assumptions and Compensation**

1. In consideration for the services to be performed by Contractor, as outlined in Exhibit A of this Agreement, the District agrees to pay Contractor a total of Fifty-Five Thousand Dollars (\$55,000.00) for the term of this Agreement.
2. Additional services ("Extra Work") beyond the scope of Exhibit A may be authorized in writing by the District. If authorized, such services will be billed at a rate of \$185 per hour.
3. This Agreement may be terminated by either party with a minimum of thirty (30) days' written notice.

**Exhibit C**  
**Federal and State Funding Conditions**

This contract is funded by the District's general fund. Accordingly, Drew Consulting Inc (Consultant) agrees to comply with all applicable District requirements and cost principles.

**LAKE VALLEY FIRE PROTECTION DISTRICT**  
**Steve Pevenage, Battalion Chief / Fire Marshal**

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2211 Keetak Street  
South Lake Tahoe, CA 96150  
530-577-3737  
Fax 530-577-3739  
*Chad Stephen, Fire Chief*

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August 7, 2025

**July 2025 Staff Report from the Lake Valley Fire Protection District Fire Marshal**

**Residential Building Permits Approved:**

6  
Echo Summit Rd North- Caldor replacement  
Bryant Creek Rd- Caldor replacement  
Apache Ave- Addition  
Sutter Tr- SFD  
Coyote Ridge Cir- SFD  
Cascade Rd- SFD-replacement

**Commercial Building Permits Approved:**

0

**State Mandated Business Inspections Completed:**

Inspections have been issued to personnel.

**Target Hazard Business Inspections Completed:**

0

**Engine Company/Battalion Business Inspections Completed:**

0

**Engine Company/Battalion Final Inspections Completed:**

0

**Vacation Home Rental Inspections:**

July: 37  
Year to Date: 168

**Vacation Home Rental Inspection Fees Received:**

June: \$29,575

Year to Date: \$136,825

**Public Education:**

**Facilities:**

25/26-

Training Center refurbished

Station 7 roof, heat tracing, gutters replaced

Station 5 exterior paint touch up

**Fire Management Zones:**

Nothing to report.

End of Report.

Respectfully submitted,

Steve Pevenage  
Battalion Chief

# LAKE VALLEY FIRE PROTECTION DISTRICT

"Serving the Community Since 1947"

Chad Stephen, Fire Chief

Board of Directors  
John Rice  
Brian Hogan  
Irene Kaelin  
Tim Cain  
Jessica Henderson



## TRAINING

### *EMERGENCY PREPAREDNESS-TRAINING-PHYSICAL FITNESS*

Monthly Training Plan August 2025

#### ***SUPPRESSION/RESCUE***

- *Multi-Agency Drill: LDH Pumping Evolution- E-6 to pump T-2*
- *Multi Company Drill:- Rope Rescue Training- On-duty choose a location*
- *Company Training: Rescue Systems- Review High/ Low Angel Rescue/ Bauman Bag, Helitack Hotseat,*
- *Company Drill: Continue performing skills consistent with RT-130*
- *Individual Study: Review 2025-2030 Strategic Plan*
- *Company Discussion: Fire-8 Basic Firefighter Survival, Fire-9 Report of MAYDAY*

#### ***EMS***

- *Multi-Agency Training: - Table Top MCI Exercise w/ JPA*
- *PATS: Skills: **Intraosseous Infusion***
- *Individual: Target Solutions : EMS Altitude Emergencies*
- *Individual: Target Solutions: **EMS Amputation Emergencies***

#### ***SAFETY***

- *Warming temperatures. Hydrate. Keep coolers stoked with drinks and ice.*

#### ***HEALTH/WELLNES***

- *Please participate in August Fitness Challenge. **Partner Workout***

#### ***TARGET HAZARD***

- *No Target Hazard Scheduled for month of August*

#### ***CLASSES/ MISCELLANEOUS***

- ***Focus Training Presentation-** Battalion Chiefs*
- ***Probationary Presentation #5-** Knight and Goodison*
- ***STPUD Pump House Training-** STPUD to facilitate*

**Respect, Integrity, Dedication, Positive Attitude and Teamwork**

2211 Keetak St., So. Lake Tahoe, CA. 96150 • (530) 577-3737 • Fax 577-3739 • [www.LakeValleyFire.org](http://www.LakeValleyFire.org)

Date: August 7, 2025  
To: Board of Directors  
From: Martin Goldberg, Battalion Chief  
Re: Wildfire and Fuels Division Staff Report

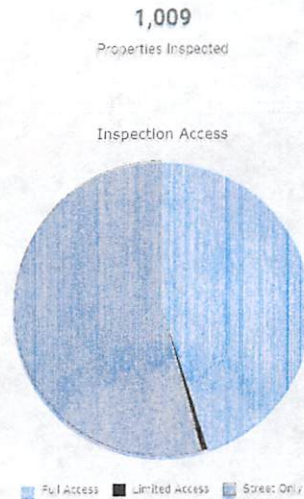


### Recommendations:

It is recommended the Board read and file this staff report.

### General Update

The fuel crew and defensible space inspectors are all hard at work. We completed 157 chipping requests this season in the District and South Lake Tahoe. We have inspected 1,009 properties this year which just might be a record. 540 of those inspections were complete inspections. Reminder, complete inspections are those that we were given full access to the entire property. Again, we are excited about this number of complete inspections. Firewise cleanup days are ongoing. We provide defensible space inspectors, chippers and our new dumb trailer to support the communities work.



### Highlights for the Month

- West Coast Arborist Inc. started work on tree removal around the high school. We are busy overseeing their work and compliance with the contract.
- We completed edits and submitted to the CTC a request to fund fuel reduction work on EDC lots under their Implementation Grant Program. This funding could be awarded for work this fall.
- We (SLTFR, CTC, Tahoe RCD) met with members of the Marin Wildfire Prevention Authority. They were great hosts and gave us a ton of fantastic information. We look to process the information and discuss steps forward. We have many similar programs but lack the funding piece. Having base funding allows them to receive additional funding by providing in-kind and dollar matches to any of their requests. Additionally, they are able to show the ability to maintain projects once completed. Funders like to know that we have funding to treat areas again in the future. To learn more about Marin Wildfire Prevention Authority see their website <https://www.marinwildfire.org/>. Also, a case study written at Stanford University provides a complete background. See [https://west.stanford.edu/sites/west/files/media/file/mwpa-fire\\_resilient\\_governance\\_mp\\_2-min\\_1\\_0.pdf](https://west.stanford.edu/sites/west/files/media/file/mwpa-fire_resilient_governance_mp_2-min_1_0.pdf).
- Submitted a request to purchase a remote controlled masticator through the CAL FIRE Wildfire Prevention Grant Program. The requested amount is \$294,280.00. Approval of the request is Resolution 2025-02. CAL FIRE local unit AEU is very

supportive of the request as maintenance is a high priority and a masticator is great for maintenance.

