

EXHIBIT "E"

2023 ANNUAL FIRE HAZARD FUEL REDUCTION PROGRAM

CASH DEPOSIT TO SECURE FAITHFUL PERFORMANCE

This Agreement is to secure the performance of the 2023 FIRE HAZARD FUEL REDUCTION PROGRAM AGREEMENT ("FHFRP Agreement") between _____, ("CONTRACTOR") and the Cambria Community Services Department ("CCSD"). By this Agreement the CONTRACTOR pledges that a Cash Deposit in the amount of Five Thousand Dollars (\$5,000) ("Cash Deposit") shall be made with the CCSD and shall be held by the CCSD in trust for the purpose of guaranteeing the faithful performance by the CONTRACTOR in completing the services under the FHFRP Agreement.

The CCSD will hold said Cash Deposit, determined to be one hundred percent (100%) of the estimated cost of said services, until such time that the CCSD authorizes its release. CONTRACTOR and CCSD acknowledge that the funds will be available for immediate use and no interest will be due CONTRACTOR or owed by the CCSD on the Cash Deposit. The CCSD shall authorize the release of the Cash Deposit that is not otherwise applied or released under this Agreement to the CONTRACTOR after the acceptance of the services described in the FHFRP Agreement.

If the CONTRACTOR fails to complete the improvements pursuant to the FHFRP Agreement, then the CCSD shall submit a signed statement to the CONTRACTOR providing notice that said services have not been completed to the satisfaction of the CCSD and as required by the CONTRACTOR pursuant to the FHFRP Agreement. CONTRACTOR agrees the Cash Deposit shall be released by the CCSD to complete said services. No further notice is required by the CCSD to the CONTRACTOR for the CCSD to use the Cash Deposit to complete the services and no additional permission from the CONTRACTOR will be required for the Cash Deposit to be used for completing the services.

Upon completion of the services in accordance with the FHFRP Agreement, and the acceptance thereof by the CCSD, the Cash Deposit, minus those additional expenses described below, remaining shall be returned to the CONTRACTOR or his assignee. The CCSD shall keep records of the how Cash Deposit was spent to complete the services.

This Agreement may be modified or revoked only with the written consent of both the CONTRACTOR and the CCSD.

The CONTRACTOR acknowledges that the CCSD shall be entitled to recover its costs and reasonable expenses, including reasonable attorneys' fees, incurred in connection with the enforcement of the CONTRACTOR's agreements herein. The undersigned CONTRACTOR agrees to pay all expenses in connection herewith and that any portion of the Cash Deposit not used for completion of the services may be used to reimburse the CCSD for these costs and expenses.

The undersigned hereby agree to all of the above terms and conditions of this Agreement in

regards to a Cash Deposit made for the purpose of guaranteeing faithful performance of the services under the FHFRP Agreement.

**CAMBRIA COMMUNITY SERVICES
DISTRICT**

CONTRACTOR

By: _____
Matthew McElhenie, General Manager

By: _____
Its: _____