



Upper Mokelumne River Watershed Authority

Supplemental Agenda Materials Packet

- July 22, 2022 -

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Members

Alpine County • Alpine County Water Agency • Amador County • Amador Water Agency • Calaveras County • Calaveras County Water District • Calaveras Public Utility District • East Bay Municipal Utility District • Jackson Valley Irrigation District

CONSULTING SERVICES AGREEMENT

UPPER MOKELUMNE RIVER - ASPEN RESTORATION PROJECT

THIS CONSULTING SERVICES AGREEMENT (“Agreement”) is entered into as of July 22nd, 2022 by and between the UPPER MOKELUMNE RIVER WATERSHED AUTHORITY, a joint powers agency formed pursuant to the laws of the State of California (“Authority”) and LANDMARK ENVIRONMENTAL INC., a California Corporation (“Contractor”).

RECITALS

A. Authority desires to obtain professional services related to the mapping, condition assessment, and baseline monitoring of Aspen stand conditions in the Upper Mokelumne River watershed.

B. Contractor is in the business of providing professional services related to forest and environmental planning, project management and grant administration.

C. Authority desires to engage Contractor, and Contractor desires to be hired by Authority, to perform certain consultation services upon the terms and conditions set forth in this Agreement.

NOW THEREFORE, in consideration of the performance of the covenants herein contained, the parties agree as follows:

1. SERVICES TO BE RENDERED BY CONTRACTOR.

1.1 Contractor shall perform all consulting tasks described in Exhibit A, Scope of Work and Budget, attached and incorporated by this reference (the “Work”). All services shall be rendered with the care and skill ordinarily used by members of Contractor’s profession practicing in this geographical region, and shall be in accordance with regulatory requirements of any state or federal agencies having jurisdiction over the subject matter of this Agreement. Contractor shall be responsible for the technical accuracy of its services and documents resulting therefrom and Authority shall not be responsible for discovering deficiencies therein. Contractor shall correct such deficiencies without additional compensation unless such deficiency is directly attributable to defects in information furnished by Authority.

1.2 Contractor is authorized to proceed with Work upon receipt of a Notice to Proceed and as directed by Authority. Upon receipt of the Notice to Proceed Contractor agrees to commence performance forthwith and to timely complete the Work as mutually agreed and directed by Authority.

2. SERVICES TO BE RENDERED BY AUTHORITY. Authority agrees to make available to Contractor background and other data and information known to Authority and applicable to the Work.

3. CHANGES IN SCOPE OF SERVICES. Only the Authority's Board of Directors or its designees have the authority to agree to any extension of time, change order, change in the scope of work, change in the contract price, or other term or condition affecting either Contractor's or Authority's duties set forth herein. Adjustments in compensation shall be determined through negotiation between the parties to the Agreement. Contractor acknowledges that no Authority staff person or Authority officer other than the Board of Directors or its designees directly authorized to negotiate this Agreement or any changes thereto have the power to amend the terms and conditions of this Agreement. Any change not so authorized in advance in writing by the Board of Directors or such designee shall be null and void.
4. TERM OF AGREEMENT; TERMINATION. This Agreement shall terminate automatically on successful completion of the Work, or on March 31st, 2025. Authority reserves the right to terminate this Agreement with or without cause on seven (7) days' written notice to Contractor. In the case of such early termination, Contractor shall be paid for all services rendered in accordance with the terms and provisions of this Agreement up to the effective date of termination, up to the maximum fee prescribed for any task.
5. COMPENSATION TO CONTRACTOR. The Contractor shall submit monthly invoices indicating progress toward completion of each task as described in Exhibit A. In no event shall compensation for completion of the Work exceed the Total Fee amount of \$252,401 as set forth in Exhibit B, Budget, attached and incorporated by this reference.
6. SUPERVISION OF THE WORK.
 - 6.1 Contractor shall be solely responsible for all methods, techniques, sequences and procedures, and shall coordinate all portions of the Work. Authority shall deal only through Contractor, who shall be responsible for the proper execution of the entire Work.
 - 6.2 Contractor shall be responsible to Authority for the acts and omissions of Contractor's employees, subcontractors, and their agents and employees, and any other persons performing any of the Work under a contract with Contractor.
7. ASSIGNMENTS. Contractor may not assign, subcontract, or transfer its interest in this Agreement without the written consent of Authority.
8. CONTRACTOR NOT EMPLOYEE OF AUTHORITY. It is understood that Contractor is not acting hereunder as an employee of Authority but solely as an independent contractor. Contractor, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of Authority. Except as expressly provided in this Agreement, Contractor has no authority or responsibility to exercise any rights or power vested in Authority. It is understood by both Contractor and Authority that this Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship or a joint venture.
9. LICENSES, ETC. Contractor represents to Authority that it or its principals have all licenses and qualifications, of whatsoever nature, that are legally required for Contractor to practice its profession and to perform the Work. Contractor agrees that Contractor shall, at its sole

cost and expense, keep in effect at all times during the term of this Agreement any license that is legally required for Contractor or its principals to practice its profession and perform the Work. Contractor further agrees that any subcontractor engaged by Contractor to perform a portion of the Work shall similarly possess all licenses and qualifications of whatsoever nature that are legally required for the subcontractor to perform the portion of the Work that is the subject of the subcontract at issue.

10. INSURANCE.

10.1 Contractor shall take out and maintain at all times during the performance of any work to be done under the terms of this Agreement a policy or policies of insurance as follows:

10.1.1 General Liability – Commercial General Liability Insurance of not less than One Million Dollars (\$1,000,000) combined single limit per occurrence for bodily injury and property damage, including but not limited to endorsements for the following coverage: Premises, personal injury, products and completed operations, blanket contractual and independent contractor’s liability.

10.1.2 Automobile Liability – Automobile Liability Insurance of not less than One Million Dollars (\$1,000,000) combined single limit per occurrence for bodily injury and property damage is required in the event motor vehicles are used by Contractor in the performance of the Agreement.

10.2 Contractor shall furnish a certificate of insurance and policy endorsements satisfactory to the Authority’s Executive Officer as evidence that the insurance required above is being maintained. Contractor agrees that the insurance required above shall be in effect at all times during the term of this Agreement. In the event said insurance coverage expires at any time or times during the term of this Agreement, Contractor agrees to provide prior to said expiration date a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of this Agreement or for a period of not less than one year.

10.3 Certificates of insurance must include the following provisions:

10.3.1 The insurer will not cancel the insurance coverage without 30 days prior written notice to the Authority; and

10.3.2 The Authority, its officers, officials, and employees are included as additional insured but only insofar as the operations under this Agreement are concerned. This provision shall apply to all liability policies *except* workers’ compensation, employer’s liability, and professional liability.

10.4 Contractor’s commercial general and automobile liability insurance coverage shall be primary insurance as respects the Authority, its officers, officials, and employees. Any such insurance or self-insurance maintained by the Authority, its officers, officials, and employees shall be in excess of Contractor’s insurance and shall not

contribute with it.

10.5 Contractor shall be responsible for payment of any deductible contained in any insurance policy required under this Agreement and Contractor shall also be responsible for payment of any self-insured retention. Any deductible or self-insured retention must be declared to, and approved by Authority's Executive Officer prior to beginning the Work. In the event any deductible and/or self-insured retention is deemed unacceptable by Authority's Executive Officer, either (i) Contractor's insurer shall reduce or eliminate such deductible or self-insured retention as respects the Authority, its officers, officials, employees, representatives or agents; or (ii) Contractor shall provide a financial guarantee, satisfactory to Authority's Executive Officer, guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

10.6 Claims made policies: If any of the required policies provide coverage on a claims-made basis:

10.6.2 The retroactive date must be shown and must be before the date of the contract or the beginning of the contract work.

10.6.3 Insurance must be maintained and evidence of insurance must be provided for at least four (4) years after completion of the contract of work provided such insurance is available in the marketplace and is economically feasible.

10.6.4 If coverage is cancelled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of four (4) years after completion of contract work.

11. WORKERS' COMPENSATION INSURANCE. In accordance with the provisions of Article 5, Chapter 1, Part 7, Division 2 (commencing with Section 1860), and Chapter 4, Part 1, Division 4 (commencing with Section 3700), of the Labor Code of the State of California, Contractor is required to secure the payment of compensation to his employees and shall for that purpose obtain and keep in effect adequate Workers' Compensation Insurance. Contractor is aware of the provisions of Section 3700 of the Labor Code, which requires every employer to be insured against liability for workers' compensation or to permissibly self-insure in accordance with the provisions before commencing the performance of the services of this Agreement.

12. OWNERSHIP OF DOCUMENTS.

12.1 Contractor agrees to maintain in confidence and not disclose to any person or entity, without Authority's prior written consent, any trade secret or confidential information, knowledge or data relating to the products, process, or operation of Authority. Contractor further agrees to maintain in confidence and not to disclose to any person or entity, any data, information, technology, or material developed or obtained hereunder by Contractor during the term of this Agreement, except as

directed by Authority. The covenants contained in this paragraph shall survive the termination of this Agreement for whatever cause.

13. RETENTION OF RECORDS. Pursuant to Government Code section 8546.7, the performance of any work under this Agreement is subject to the examination and audit of the State Auditor at the request of Authority or as part of any audit of Authority for a period of three years after final payment under the Agreement. Each party hereto shall retain all records relating to the performance of the Work and the administration of the Agreement for three years after final payment hereunder.

14. INDEMNIFICATION. Contractor agrees to indemnify, defend (upon request of Authority) and hold harmless Authority and Authority's agents, board members, elected and appointed officials and officers, employees, and authorized representatives from any and all losses, liabilities, charges, damages, claims, liens, causes of action, awards, judgments, costs, and expenses (including, but not limited to, reasonable attorney's fees of Authority Counsel and counsel retained by Authority, expert fees, costs and staff time, and investigation costs) of whatever kind or nature (collectively "Claims"), to the extent caused or alleged to be caused by any negligent or willful error, act or omission of Contractor or Contractor's officers, agents, employees, independent contractors, subcontractors, or authorized representatives, unless such Claim arises out of the negligence or willful misconduct of Authority or its agents or employees.

15. NON-DISCRIMINATION. Contractor agrees that, in the performance of services under this Agreement, Contractor will not discriminate or permit discrimination against any person or class of persons by reason of race, color, creed, sex, or national origin in any manner prohibited by Title VI of the Civil Rights Act of 1964 or any applicable State enactments, as said regulations may be amended.

16. NOTICES. All notices herein provided to be given, or which may be given, by either party to the other, shall be deemed to have been fully given when made in writing and deposited in the United States Postal Services, certified with return receipt requested, with postage prepaid and addressed as follows:

To Contractor:

Karen Quidachay
Landmark Environmental Inc.
P.O. Box 561
Shingle Springs, CA 95682

To Authority:

Upper Mokelumne River Watershed Authority
Richard Sykes, Executive Officer
15083 Camanche Parkway South
Valley Springs, CA 95252

With a copy to:

Gregory Gillott, Authority Counsel
810 Court Street
Jackson, CA 95642

The address to which notice shall or may be mailed, as aforesaid, to either party shall or may be changed by written notice given by such party or the other, as hereinbefore provided, but nothing herein contained shall preclude the giving of any such notice by personal service.

17. PROJECT PERSONNEL. Contractor shall not change key project personnel without advising the Authority.
18. CONFLICT OF INTEREST. Contractor represents that it presently has no interest and covenants that it will not acquire any interest, direct or indirect, that represents a financial conflict of interest under state law or that would otherwise conflict in any manner or degree with the performance of the Work. Contractor further agrees that in the event the Contractor hires anyone with a conflict during the performance of this Agreement proper precautions will be taken to segregate the work so that the person with the conflict has no knowledge of or influence over the performance of the work under our contract.
19. CONTRACT EXECUTION. Each individual executing this Agreement on behalf of Contractor represents that he or she is fully authorized to execute and deliver this Agreement.
20. CONSTRUED PURSUANT TO CALIFORNIA LAW. The parties hereto agree that the provisions of this Agreement will be construed pursuant to the laws of the State of California.
21. INCORPORATION OF AGREEMENTS AND AMENDMENTS. This Agreement contains all agreements of the parties with respect to any matter mentioned herein. No other Agreement or understanding pertaining to any such matter shall be effective unless in writing signed by the party to be charged. This Agreement may be modified by the parties hereto only in writing and signed by both parties.
22. SEVERABILITY. The invalidity of any provision of this Agreement, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.
23. TIME OF ESSENCE. Time is hereby expressly declared to be the essence of this Agreement and of each and every provision thereof, and each such provision is hereby made and declared to be a material, necessary, and essential part of this Agreement.
24. INFORMATION PROVIDED BY CONTRACTOR. Contractor shall be entitled to reasonably rely upon the information provided by Authority, Authority's representatives, or from generally accepted sources without independent verification except to the extent such verification is expressly included in the scope of services; provided, however, that Authority reserves the right to require verification if Authority has good cause to believe that Contractor's sources are incorrect.

25. INVOICING AND PAYMENT. Contractor shall submit, as noted in paragraph 5 above, monthly invoices for work performed during the preceding one-month period. Payment of all undisputed charges shall be made by the Authority within 30 days of receipt of invoice. Disputed charges, along with supporting documentation that demonstrates the reasonableness of the dispute, must be communicated to the Contractor within 30 days of receipt of the invoice. In the event payment for undisputed charges has not been made within 30 calendar days from the date of the invoice, Contractor may, giving 7 calendar days written notice and without penalty or liability of any nature, and without waiving any claim against Authority, suspend all or part of the services. In order to defray carrying charges resulting from delayed payments, simple interest at the rate of 1.5 percent per month, not to exceed the maximum rate allowed by law, may be added to the unpaid balance of each invoice, after 90 calendar days from the date of the invoice.
26. EXECUTIVE ORDER N-6-22. Contractor agrees to comply with the Governor’s Executive Order regarding economic sanctions imposed in response to Russia’s actions in Ukraine. These include, but are not limited to, the federal executive orders identified in Executive Order N-6-22 and the sanctions identified on the U.S. Department of the Treasury website (<https://home.treasury.gov/policy-issues/financial-sanctions/sanctionsprograms-and-country-information/ukraine-russia-related-sanctions>).

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

<p>UPPER MOKELUMNE RIVER WATERSHED AUTHORITY:</p> <p>BY: _____</p> <p>Richard Sykes, Executive Officer</p>	<p>CONTRACTOR:</p> <p>BY: _____</p> <p>Karen Quidachay, President</p> <p><u>Federal Tax I.D. No.:</u></p>
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Exhibit A
SCOPE of WORK and BUDGET

TASKS	BUDGET
<p>Task 1. Project Management (R. Miller/K. Kahling)</p> <ul style="list-style-type: none"> • Provide technical and administrative direction. • Supervise and coordinate Project Team. • Review and edit project documents and grant deliverables. • Prepare monthly invoices to WCB. • Prepare monthly invoices to UMRWA. • Complete quarterly grant progress reports and final report. <p><i>Deliverable: Subgrants over \$10,000, invoices including a progress report, Final Report and Final Data Package</i></p>	\$57,000
<p>Task 2. Aspen Inventory, Mapping and Assessment (B. Broderick/M. Layhee/R. Miller/K. Quidachay)</p> <ul style="list-style-type: none"> • Collect GIS data from Amador and Calaveras Ranger Districts. • Prepare Mapping and Assessment Documentation. • Conduct desk-top reviews of aspen stands to determine likely locations for in-field assessments. • Develop initial purpose and need and proposed action. <p><i>Deliverable: Aspen and Wildlife Assessment Protocol</i></p>	\$99,000
<p>Task 3. Pre-restoration Field Assessment and Extent Mapping (B. Broderick/M. Layhee/R. Miller)</p> <ul style="list-style-type: none"> • Assist IBP with mapping and data collection. • Coordinate as needed with USFS and ACCG. <p><i>Deliverable: Aspen Condition Summary Data Report with Final Report</i></p>	\$11,401
<p>Task 4. Develop Restoration Design and Prioritization Tool (B. Broderick/M. Layhee/R. Miller)</p> <ul style="list-style-type: none"> • Coordinate with IBP to develop prioritization tool for watershed-wide assessment. • Conduct on-the-ground field assessment to determine restoration strategies and priority locations. <p><i>Deliverable: Prioritization Tool Use Manual with Final Report</i> <i>Deliverable: Design plans including silvicultural treatments, prescribed burn plan, or fencing extent. Plans will include implementation cost estimate and timeline. To be included with Final Report.</i></p>	\$45,000

<p>Task 5. Environmental Compliance (K. Quidachay/P. Ferrell)</p> <ul style="list-style-type: none"> • Serve as NEPA-CEQA ID Team Leader, coordinating with UMRWA contractors to complete necessary biological and archeological surveys and reports. • Ensure restoration designs comply with cultural and biological restrictions. • Coordinate with the USFS and ACCG. • Prepare draft and deliver final NEPA /CEQA compliance documents. <p><i>Deliverables: Final NEPA compliance documents, Final CEQA compliance documents</i></p>	<p>\$40,000*</p>
<p>TOTAL</p> <p>* Note: LEI (\$252,401) & IBP (\$221,099) contract amounts sum to \$473,500. The unassigned WCB grant balance (\$139,500) is set aside for biological, archeological, and other technical field work that will be required to complete Task 5, Environmental Compliance.</p>	<p>\$252,401</p>

CONSULTING SERVICES AGREEMENT

UPPER MOKELUMNE RIVER - ASPEN RESTORATION PROJECT

THIS CONSULTING SERVICES AGREEMENT (“Agreement”) is entered into as of July 22nd, 2022 by and between the UPPER MOKELUMNE RIVER WATERSHED AUTHORITY, a joint powers agency formed pursuant to the laws of the State of California (“Authority”) and INSTITUTE FOR BIRD POPULATIONS, a non-profit corporation based in Petaluma, California (“Contractor”).

RECITALS

A. Authority desires to obtain professional services related to the mapping, condition assessment, and baseline monitoring of Aspen stand condition and wildlife.

B. Contractor is in the business of providing professional services related to the wildlife and ecology in the Alpine, Amador, Calaveras, El Dorado, and Tuolumne Counties of California.

C. Authority desires to engage Contractor, and Contractor desires to be hired by Authority, to perform certain consultation services upon the terms and conditions set forth in this Agreement.

NOW THEREFORE, in consideration of the performance of the covenants herein contained, the parties agree as follows:

1. SERVICES TO BE RENDERED BY CONTRACTOR.

1.1 Contractor shall perform all consulting tasks described in Exhibit A, Scope of Work and Schedule; Exhibit B, Budget; and Exhibit C, Project Maps, attached and incorporated by this reference (the “Work”). All services shall be rendered with the care and skill ordinarily used by members of Contractor’s profession practicing in this geographical region, and shall be in accordance with regulatory requirements of any state or federal agencies having jurisdiction over the subject matter of this Agreement. Contractor shall be responsible for the technical accuracy of its services and documents resulting therefrom and Authority shall not be responsible for discovering deficiencies therein. Contractor shall correct such deficiencies without additional compensation unless such deficiency is directly attributable to defects in information furnished by Authority.

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5. COMPENSATION TO CONTRACTOR. The Contractor shall submit monthly invoices indicating progress toward completion of each task as described in Exhibit A. In no event shall compensation for completion of the Work exceed the Total Fee amount of \$221,099 as set forth in Exhibit B, Budget, attached and incorporated by this reference.
6. SUPERVISION OF THE WORK.
 - 6.1 Contractor shall be solely responsible for all methods, techniques, sequences and procedures, and shall coordinate all portions of the Work. Authority shall deal only through Contractor, who shall be responsible for the proper execution of the entire Work.
 - 6.2 Contractor shall be responsible to Authority for the acts and omissions of Contractor's employees, subcontractors, and their agents and employees, and any other persons performing any of the Work under a contract with Contractor.
7. ASSIGNMENTS. Contractor may not assign, subcontract, or transfer its interest in this Agreement without the written consent of Authority.
8. CONTRACTOR NOT EMPLOYEE OF AUTHORITY. It is understood that Contractor is not acting hereunder as an employee of Authority but solely as an independent contractor. Contractor, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of Authority. Except as expressly provided in this Agreement, Contractor has no authority or responsibility to exercise any rights or power vested in Authority. It is understood by both Contractor and Authority that this Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship or a joint venture.
9. LICENSES, ETC. Contractor represents to Authority that it or its principals have all licenses and qualifications, of whatsoever nature, that are legally required for Contractor to practice its profession and to perform the Work. Contractor agrees that Contractor shall, at its sole

cost and expense, keep in effect at all times during the term of this Agreement any license that is legally required for Contractor or its principals to practice its profession and perform the Work. Contractor further agrees that any subcontractor engaged by Contractor to perform a portion of the Work shall similarly possess all licenses and qualifications of whatsoever nature that are legally required for the subcontractor to perform the portion of the Work that is the subject of the subcontract at issue.

10. INSURANCE.

10.1 Contractor shall take out and maintain at all times during the performance of any work to be done under the terms of this Agreement a policy or policies of insurance as follows:

10.1.1 General Liability – Commercial General Liability Insurance of not less than One Million Dollars (\$1,000,000) combined single limit per occurrence for bodily injury and property damage, including but not limited to endorsements for the following coverage: Premises, personal injury, products and completed operations, blanket contractual and independent contractor’s liability.

10.1.2 Automobile Liability – Automobile Liability Insurance of not less than One Million Dollars (\$1,000,000) combined single limit per occurrence for bodily injury and property damage is required in the event motor vehicles are used by Contractor in the performance of the Agreement.

10.2 Contractor shall furnish a certificate of insurance and policy endorsements satisfactory to the Authority’s Executive Officer as evidence that the insurance required above is being maintained. Contractor agrees that the insurance required above shall be in effect at all times during the term of this Agreement. In the event said insurance coverage expires at any time or times during the term of this Agreement, Contractor agrees to provide prior to said expiration date a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of this Agreement or for a period of not less than one year.

10.3 Certificates of insurance must include the following provisions:

10.3.1 The insurer will not cancel the insurance coverage without 30 days prior written notice to the Authority; and

10.3.2 The Authority, its officers, officials, and employees are included as additional insured but only insofar as the operations under this Agreement are concerned. This provision shall apply to all liability policies *except* workers’ compensation, employer’s liability, and professional liability.

10.4 Contractor’s commercial general and automobile liability insurance coverage shall be primary insurance as respects the Authority, its officers, officials, and employees. Any such insurance or self-insurance maintained by the Authority, its officers, officials, and employees shall be in excess of Contractor’s insurance and shall not

contribute with it.

10.5 Contractor shall be responsible for payment of any deductible contained in any insurance policy required under this Agreement and Contractor shall also be responsible for payment of any self-insured retention. Any deductible or self-insured retention must be declared to, and approved by Authority's Executive Officer prior to beginning the Work. In the event any deductible and/or self-insured retention is deemed unacceptable by Authority's Executive Officer, either (i) Contractor's insurer shall reduce or eliminate such deductible or self-insured retention as respects the Authority, its officers, officials, employees, representatives or agents; or (ii) Contractor shall provide a financial guarantee, satisfactory to Authority's Executive Officer, guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

10.6 Claims made policies: If any of the required policies provide coverage on a claims-made basis:

10.6.2 The retroactive date must be shown and must be before the date of the contract or the beginning of the contract work.

10.6.3 Insurance must be maintained and evidence of insurance must be provided for at least four (4) years after completion of the contract of work provided such insurance is available in the marketplace and is economically feasible.

10.6.4 If coverage is cancelled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of four (4) years after completion of contract work.

11. WORKERS' COMPENSATION INSURANCE. In accordance with the provisions of Article 5, Chapter 1, Part 7, Division 2 (commencing with Section 1860), and Chapter 4, Part 1, Division 4 (commencing with Section 3700), of the Labor Code of the State of California, Contractor is required to secure the payment of compensation to his employees and shall for that purpose obtain and keep in effect adequate Workers' Compensation Insurance. Contractor is aware of the provisions of Section 3700 of the Labor Code, which requires every employer to be insured against liability for workers' compensation or to permissibly self-insure in accordance with the provisions before commencing the performance of the services of this Agreement.

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directed by Authority. The covenants contained in this paragraph shall survive the termination of this Agreement for whatever cause.

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14. INDEMNIFICATION. Contractor agrees to indemnify, defend (upon request of Authority) and hold harmless Authority and Authority's agents, board members, elected and appointed officials and officers, employees, and authorized representatives from any and all losses, liabilities, charges, damages, claims, liens, causes of action, awards, judgments, costs, and expenses (including, but not limited to, reasonable attorney's fees of Authority Counsel and counsel retained by Authority, expert fees, costs and staff time, and investigation costs) of whatever kind or nature (collectively "Claims"), to the extent caused or alleged to be caused by any negligent or willful error, act or omission of Contractor or Contractor's officers, agents, employees, independent contractors, subcontractors, or authorized representatives, unless such Claim arises out of the negligence or willful misconduct of Authority or its agents or employees.

15. NON-DISCRIMINATION. Contractor agrees that, in the performance of services under this Agreement, Contractor will not discriminate or permit discrimination against any person or class of persons by reason of race, color, creed, sex, or national origin in any manner prohibited by Title VI of the Civil Rights Act of 1964 or any applicable State enactments, as said regulations may be amended.

16. NOTICES. All notices herein provided to be given, or which may be given, by either party to the other, shall be deemed to have been fully given when made in writing and deposited in the United States Postal Services, certified with return receipt requested, with postage prepaid and addressed as follows:

To Contractor: Institute for Bird Populations
Rodney Siegel, Executive Director
P.O. Box 518
Petaluma, CA 94953

To Authority: Upper Mokelumne River Watershed Authority
Richard Sykes, Executive Officer
15083 Camanche Parkway South
Valley Springs, CA 95252

With a copy to:

Gregory Gillott, Authority Counsel
810 Court Street
Jackson, CA 95642

The address to which notice shall or may be mailed, as aforesaid, to either party shall or may be changed by written notice given by such party or the other, as hereinbefore provided, but nothing herein contained shall preclude the giving of any such notice by personal service.

17. PROJECT PERSONNEL. Contractor shall not change key project personnel without advising the Authority.
18. CONFLICT OF INTEREST. Contractor represents that it presently has no interest and covenants that it will not acquire any interest, direct or indirect, that represents a financial conflict of interest under state law or that would otherwise conflict in any manner or degree with the performance of the Work. Contractor further agrees that in the event the Contractor hires anyone with a conflict during the performance of this Agreement proper precautions will be taken to segregate the work so that the person with the conflict has no knowledge of or influence over the performance of the work under our contract.
19. CONTRACT EXECUTION. Each individual executing this Agreement on behalf of Contractor represents that he or she is fully authorized to execute and deliver this Agreement.
20. CONSTRUED PURSUANT TO CALIFORNIA LAW. The parties hereto agree that the provisions of this Agreement will be construed pursuant to the laws of the State of California.
21. INCORPORATION OF AGREEMENTS AND AMENDMENTS. This Agreement contains all agreements of the parties with respect to any matter mentioned herein. No other Agreement or understanding pertaining to any such matter shall be effective unless in writing signed by the party to be charged. This Agreement may be modified by the parties hereto only in writing and signed by both parties.
22. SEVERABILITY. The invalidity of any provision of this Agreement, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.
23. TIME OF ESSENCE. Time is hereby expressly declared to be the essence of this Agreement and of each and every provision thereof, and each such provision is hereby made and declared to be a material, necessary, and essential part of this Agreement.
24. INFORMATION PROVIDED BY CONTRACTOR. Contractor shall be entitled to reasonably rely upon the information provided by Authority, Authority's representatives, or from generally accepted sources without independent verification except to the extent such verification is expressly included in the scope of services; provided, however, that Authority reserves the right to require verification if Authority has good cause to believe that Contractor's sources are incorrect.

25. INVOICING AND PAYMENT. Contractor shall submit, as noted in paragraph 5 above, monthly invoices for work performed during the preceding one-month period. Payment of all undisputed charges shall be made by the Authority within 30 days of receipt of invoice. Disputed charges, along with supporting documentation that demonstrates the reasonableness of the dispute, must be communicated to the Contractor within 30 days of receipt of the invoice. In the event payment for undisputed charges has not been made within 30 calendar days from the date of the invoice, Contractor may, giving 7 calendar days written notice and without penalty or liability of any nature, and without waiving any claim against Authority, suspend all or part of the services. In order to defray carrying charges resulting from delayed payments, simple interest at the rate of 1.5 percent per month, not to exceed the maximum rate allowed by law, may be added to the unpaid balance of each invoice, after 90 calendar days from the date of the invoice.
26. EXECUTIVE ORDER N-6-22. Contractor agrees to comply with the Governor’s Executive Order regarding economic sanctions imposed in response to Russia’s actions in Ukraine. These include, but are not limited to, the federal executive orders identified in Executive Order N-6-22 and the sanctions identified on the U.S. Department of the Treasury website (<https://home.treasury.gov/policy-issues/financial-sanctions/sanctionsprograms-and-country-information/ukraine-russia-related-sanctions>).

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

<p>UPPER MOKELUMNE RIVER WATERSHED AUTHORITY:</p> <p>BY: _____</p> <p>Richard Sykes, Executive Officer</p>	<p>CONTRACTOR: Rodney Siegel, Executive Director Institute for Bird Populations</p> <p>BY: _____</p> <p>Federal Tax I.D. No.: _____</p>
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EXHIBIT A
SCOPE OF WORK and SCHEDULE

The Institute for Bird Populations (IBP) will provide:

- A. Complete Study Plan for aspen stand mapping, rapid assessment, stand condition, and wildlife monitoring.
- B. Assistance to UMRWA and Landmark staff with desktop assessment of likely aspen stand locations.
- C. Mapping of aspen stands within and directly adjacent to the boundaries of the Upper Mokelumne Watershed in Amador, Alpine, and Calaveras Counties (Exhibit C).
- D. Rapid assessment of aspen stands identified in Item C. above.
- E. Assistance to UMRWA and Landmark staff with treatment prioritization of stands identified in Item C. above, and identification of highest priority 300 acres.
- F. Assistance to UMRWA and Landmark staff with treatment recommendations for stands identified in Item C. above.
- G. Baseline monitoring of aspen stand health and composition, and aspen associated bird community composition; and bumble bee community composition, for up to 300 acres of priority aspen stands and control areas.
- H. GIS data, Access databases, and Summary reports of results of rapid assessments of aspen stands, and baseline pre-treatment monitoring of aspen stand condition, and bird and bumble bee community composition.

Specific tasks are as follows:

- 1) Task: In **2022**, Complete study design and monitoring plan outlining methods for aspen stand mapping, rapid stand assessment, and monitoring for aspen, birds, and bumble bees with protocols and data forms modified as needed to the specific circumstances and objectives of the Upper Mokelumne River project area.
- 2) Task: In **2022**, work with Partners at UMRWA, Landmark, and US Forest service to complete a desktop assessment of likely aspen stand locations, with IBP specifically:
 - a. Conducting interviews with partners to determine extent and data sources for mapping done to date in the project area.
 - b. Providing map resources discovered during interviews to UMRWA GIS coordinator.

- c. Providing input on other publicly available GIS resources that could be used to predict aspen stand locations and extent.
 - d. Assist UMRWA GIS coordinator with interpretation of results of desktop assessment.
- 3) Task: In **2022** and **2023**, Ground truth and map aspen stand boundaries using handheld GPS units, and complete a standardized rapid assessment of stand condition and risk for approximately 800-2,000 acres of existing aspen stands identified in Task 2.
- a. Conduct one stand mapping visit in **2022** to determine overall size and extent of aspen stands identified in Task 2. Provide GIS shapefiles.
 - b. Conduct one rapid assessment visit in **2022** to determine restoration need for aspen stands identified in Task 2. Provide database with annual results.
 - c. Provide a brief memo summarizing the data collected in 2022.
 - d. Conduct one stand mapping visit in **2023** to determine overall size and extent of aspen stands identified in Task 2, not visited during 2022. Provide GIS shapefiles.
 - e. Conduct one rapid assessment visit in **2023** to determine restoration need for aspen stands identified in Task 2, and not visited in 2022. Provide database with annual results.
 - f. Provide a final report summarizing the data collected in 2022 and 2023.
- 4) Task: In **2023** and **2024**, assist UMRWA GIS coordinator with incorporating results of assessment and mapping into ACCG's existing GIS database known as the Mokelumne Watershed Project Inventory and Landscape Prioritization Tool (a.k.a. the Mapping Tool) which was developed by UMRWA with funding from Sierra Nevada Conservancy (SNC).
- a. Assist UMRWA GIS coordinator and other partners to identify 300 acres of highest priority stands for restoration planning.
- 5) Task: In **2023** and **2024**, assist Landmark staff and USFS partners with developing aspen restoration recommendations for a minimum of 300 acres of the stands assessed.
- 6) Task: In **2023** and **2024**, conduct baseline monitoring within at least 100 acres of aspen identified as high priority for restoration, including:
- a. Aspen age class, condition, growth, and browse patterns following standard USFS Region 5 aspen stand monitoring protocol used extensively throughout the region and already used in a subset of stands within our project area;
 - i. Conduct one monitoring visit in **2023** to determine overall aspen stand structure, condition, and health in a subset of

aspen stands identified in Task 4a. Monitoring visits will follow the USFS (Lassen N. F. 2002) and other regional protocols as modified in the study plan in Task 1 above. Provide database with annual results.

- ii. Provide a brief memo summarizing the data collected in 2023.
 - iii. Conduct one monitoring visit in **2024** to determine overall aspen stand structure, condition, and health in a subset of aspen stands identified in Task 4a. Monitoring visits will follow the USFS (Lassen N. F. 2002) and other regional protocols as modified in the study plan in Task 1 above. Provide database with annual results.
 - iv. Provide a final report summarizing the data collected in 2023 and 2024
- b. Assess bumble bee community composition and western bumble bee (*Bombus occidentalis*) abundance following standard protocol used in meadow restoration and fire restoration projects within the same project geography (Loffland et al. 2017, Cole et al. 2020);
- i. Conduct two survey visits in **2023** to determine overall bumble bee abundance and community composition in a subset of aspen stands identified in Task 4a. Monitoring visits will follow the Loffland et al. (2017) protocol as modified in the study plan in Task 1 above. Provide database with annual results.
 - ii. Provide a brief memo summarizing the data collected in 2023.
 - iii. Conduct two survey visits in **2024** to determine overall bumble bee abundance and community composition in a subset of aspen stands identified in Task 4a. Monitoring visits will follow the Loffland et al. (2017) protocol as modified in the study plan in Task 1 above. Provide database with annual results.
 - iv. Provide a final report summarizing the data collected in 2023 and 2024.
- c. Assess community composition for aspen associated birds following standard bird monitoring protocols used for assessing meadow and forest restoration in the same project geography (Loffland et al. 2011, Cole et al. 2019).
- i. Conduct two survey visits in **2023** to determine overall bird abundance and community composition in a subset of aspen stands identified in Task 4a. Monitoring visits will follow the

Loffland et al. (2011) protocol as modified in the study plan in Task 1 above. Provide database with annual results.

- ii. Provide a brief memo summarizing the data collected in 2023.
- iii. Conduct two survey visits in **2024** to determine overall bird abundance and community composition in a subset of aspen stands identified in Task 4a. Monitoring visits will follow the Loffland et al. (2011) protocol as modified in the study plan in Task 1 above. Provide database with annual results.
- iv. Provide a final report summarizing the data collected in 2023 and 2024.

SCHEDULE

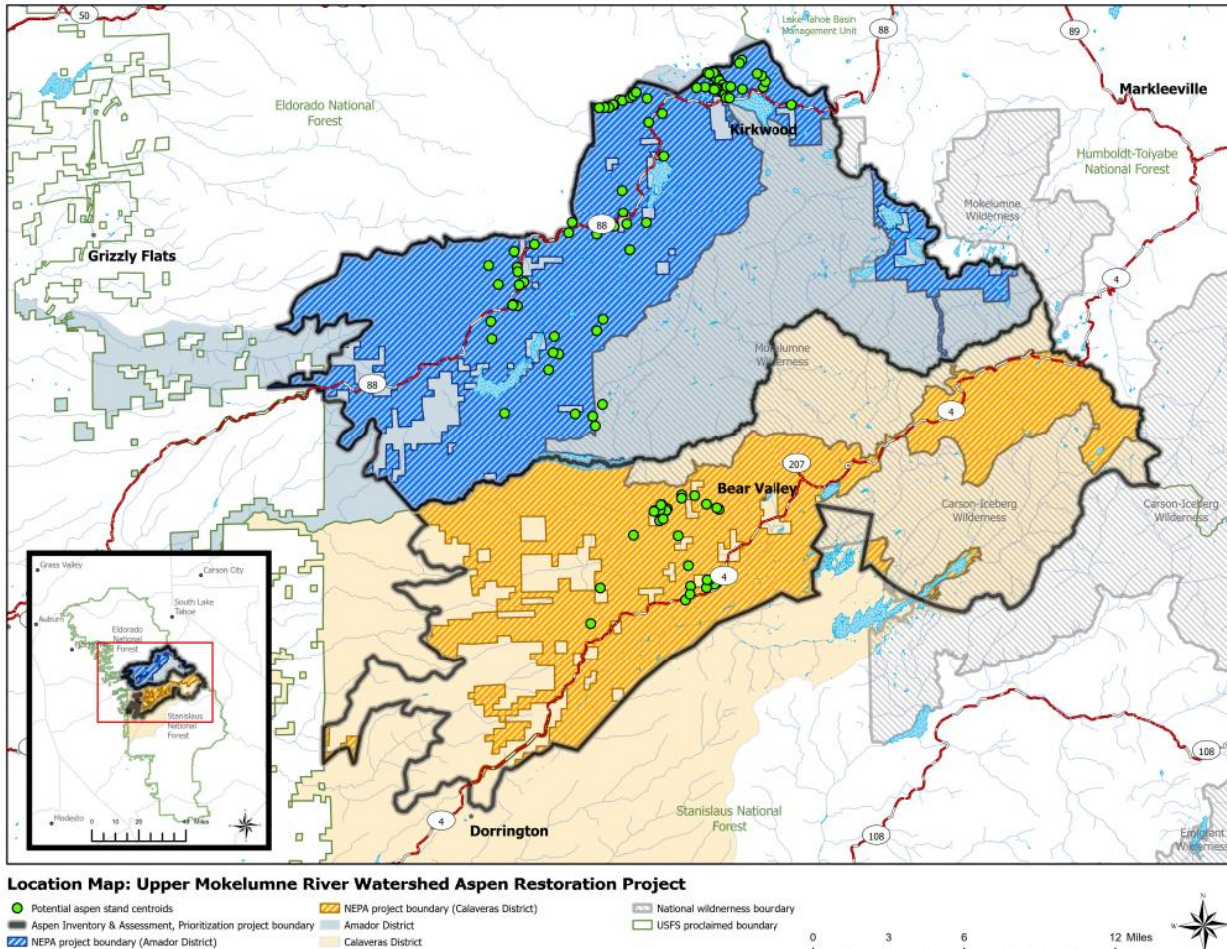
WCB Grant Task # and Task	Complete by Date
2. Upper Mokelumne Aspen Inventory and Assessment/Monitoring Design	Dec. 15, 2022
3. Pre-restoration Field Assessment and Extent Mapping	March 15, 2023
4. Restoration Design including Prioritization Tool	Dec. 15, 2023
5. Environmental Compliance	January 15, 2025
Project Final Report	January 15, 2025 (Note: WCB grant expires Mar. 31, 2025)

**EXHIBIT B
BUDGET**

WCB Grant Task # and Task	Task Budget
2. Upper Mokelumne Aspen Inventory and Assessment/Monitoring Design	\$100,000
3. Pre-restoration Field Assessment and Extent Mapping	\$111,099
4. Restoration Design including Prioritization Tool	\$5,000
5. Environmental Compliance	\$5,000
TOTAL	\$ 221,099

EXHIBIT C

PROJECT AREA MAPS



Upper Mokelumne watershed and adjacent lands being assessed for aspen stand extent inventory and condition assessment. Green dots denote locations where at least some historic aspen data has been collected.

References Cited

- Lassen National Forest. 2002. Aspen Delineation Project mapping and assessment protocol
- Loffland, H. L, R. B. Siegel, and R. L. Wilkerson. 2011. *Avian Monitoring Protocol for Sierra Nevada Meadows: A tool for assessing the effects of meadow restoration on birds. Version 1.0.* The Institute for Bird Populations, Point Reyes Station, CA.
- Loffland, H.L., J.S. Polasik, M.W. Tingley, E.A. Elsey, C. Loffland, G. Lebuhn, and R.B. Siegel. 2017. Bumble bee use of post-fire chaparral in the central Sierra Nevada. *The Journal of Wildlife Management* 81:1084–109

**DEPARTMENT OF FORESTRY AND FIRE PROTECTION**

P.O. Box 944246
SACRAMENTO, CA 94244-2460
(916) 653-7772
Website: www.fire.ca.gov



July 8, 2022

Richard Sykes
Upper Mokelumne River Watershed Authority
15083 Camanche Parkway South
Valley Springs, CA 95252

8GG21607; Upper Mokelumne River Watershed Authority, "Forest Projects Plan (Phase I)"

This Agreement cannot be considered binding on either party until approved by appropriate authorized CAL FIRE designee. No services should be provided prior to approval, as the State is not obligated to make any payments on any Agreement prior to final approval. FAILURE TO RETURN ALL DOCUMENTS BY DATE BELOW MAY RESULT IN LOSS OF FUNDING.

Please contact Ryan Wimmer at (916) 531-8996 if you have questions concerning services to be performed.

- Full grant agreement including terms and conditions, project grant application form, scope of work, budget, map, and other exhibits enclosed. Please sign, scan, and return the agreement to Nadine Scarbrough at Nadine.Scarbrough@fire.ca.gov no later than **July 22, 2022**.

Alternatively, you may opt to print (single sided), sign in blue ink, and return the agreement with original signature to:
CAL FIRE
Attn: Grants Management Unit/CCI –Forest Health
P.O. Box 944246
Sacramento, CA 94244-2460

In order to expedite your agreement, a scanned/electronic copy of the agreement is preferred.

In addition, the following completed documents are required before we can execute your agreement:

- **Revised Board Resolution.**

- Enclosed for your record is one fully executed copy of the agreement referenced above. When billing for services performed under this agreement, your invoices must reference the agreement number above and be submitted to the contract manager.

Thank you,

Nadine Scarbrough
Grants Analyst
Grants Management Unit

CC: Ryan Wimmer
Julie Howard
Tiffany Kelly

Enclosures

State of California
 Department of Forestry and Fire Protection (CAL FIRE)
 Resource Management
GRANT AGREEMENT

APPLICANT: Upper Mokelumne River Watershed Authority

PROJECT TITLE: Forest Projects Plan (Phase I)

GRANT AGREEMENT: 8GG21607

PROJECT PERFORMANCE PERIOD is from date of latter signature by CAL FIRE Deputy Director or Grantee through March 31, 2026.

Under the terms and conditions of this Grant Agreement, the applicant agrees to complete the project as described in the project description, and the State of California, acting through the Department of Forestry & Fire Protection, agrees to fund the project up the total state grant amount indicated.

PROJECT DESCRIPTION: The landscape-level fuels treatment project is within the Mokelumne watershed on the Amador Ranger District/Eldorado NF. The project lowers the risk, slows the spread and reduces the intensity of severe wildfires within treated and adjacent untreated areas through hand/mechanical fuels reduction treatment activities which can be implemented immediately, independent of mill capacity. The requested funds will help clear a minimum 10,000 acres through NEPA/CEQA process and implement treatments on a minimum 2,255 acres.

Total State Grant not to exceed \$ 4,999,967.50 (or project costs, whichever is less).

**The Special and General Provisions attached are made a part of and incorporated into this Grant Agreement.*

Upper Mokelumne River Watershed Authority

**STATE OF CALIFORNIA
 DEPARTMENT OF FORESTRY
 AND FIRE PROTECTION**

Applicant

By _____
 Signature of Authorized Representative

By _____

Title _____

Title: **Matthew Reischman
 Deputy Director, Resource Management**

Date _____

Date _____

CERTIFICATION OF FUNDING

GRANT AGREEMENT NUMBER 8GG21607	PO ID	SUPPLIER ID 54970
FUND 0001	FUND NAME General Fund	
PROJECT ID	ACTIVITY ID	AMOUNT OF ESTIMATE FUNDING \$ 4,999,967.50
GL UNIT 3540	BUD REF 1011	ADJ. INCREASING ENCUMBRANCE \$ 4,999,967.50
PROGRAM NUMBER 2470010	ENY 2021	ADJ. DECREASING ENCUMBRANCE \$ 0.00
ACCOUNT 5340580	ALT ACCOUNT 534058000	UNENCUMBERED BALANCE \$ 4,999,967.50
REPORTING STRUCTURE 35409503	SERVICE LOCATION 96188	

Acknowledged - I hereby certify upon my personal knowledge that budgeted funds are available for this encumbrance.

 Certification of CAL FIRE Accounting Officer

 Date

TERMS AND CONDITIONS OF GRANT AGREEMENT

I. RECITALS

1. This Agreement, is entered into between the State of California, by and through the California Department of Forestry and Fire Protection (CAL FIRE), hereinafter referred to as “STATE” and, Upper Mokelumne River Watershed Authority, hereinafter referred to as “GRANTEE”.
2. The STATE hereby grants to GRANTEE a sum (hereinafter referred to as “GRANT FUNDS”) not to exceed four million, nine hundred ninety-nine thousand, nine hundred sixty-seven dollars and fifty cents (\$4,999,967.50).
3. In addition to the terms and conditions of this Agreement, the STATE and GRANTEE agree that the terms and conditions contained in the documents set forth below are hereby incorporated and made part of this agreement.
 - a. California Climate Investments Department of Forestry and Fire Protection Forest Health Program Grant Guidelines 2021-2022.
 - b. The submitted Application, Scope of Work, Project Budget Workbook, GHG Emissions Workbook and Exhibits
 - c. ADDENDUM – FOREST HEALTH GRANT PROJECTS

II. SPECIAL PROVISIONS

1. Recipients of GRANT FUNDS pursuant to California Public Resources Code Section 4799.05 shall abide by the provisions in this Agreement. This includes the requirement that work shall not commence prior to the execution of this Agreement by both parties. Any work started prior to the execution of this Agreement will not be eligible for funding under the terms of this Agreement.
2. As precedent to the State’s obligation to provide funding, GRANTEE shall provide to the STATE for review and approval a detailed budget, specifications, and project description. Approval by the STATE of such plans and specifications, or any other approvals provided for in this Agreement, shall be for scope and quality of work, and shall not relieve GRANTEE of the obligation to carry out any other obligations required by this Agreement, in accordance with applicable law or any other standards ordinarily applied to such work or activity.
3. All informational products (e.g., data, studies, findings, management plans, manuals, photos, etc.) relating to California’s natural environment produced with the use of GRANT FUNDS shall be available for public use.

III. GENERAL PROVISIONS

1. Definitions

- a. The term “Agreement” means grant agreement number 8GG21607.
- b. The term “GRANT FUNDS” means the money provided by the STATE to the GRANTEE in this Agreement.
- c. The term “GRANTEE” means an applicant who has a signed Agreement for the award for GRANT FUNDS.
- d. The term “Other Sources of Funds” means all matching fund sources that are required or used to complete the Project beyond the GRANT FUNDS provided by this Agreement.
- e. The term “STATE” means the State of California, Department of Forestry and Fire Protection (CAL FIRE).
- f. The term “Project” means the development or other activity described in the “Project Scope of Work”.
- g. The term “Project Budget Detail” as used herein defines the approved budget plan.
- h. The term “Project Scope of Work” as used herein means the individual scope of work describing in detail the approved tasks.

2. Project Representatives

The project representatives during the term of the agreement will be:

STATE: CAL FIRE	GRANTEE: Upper Mokelumne River Watershed Authority
Section/Unit: HQ Resource Management/Climate and Energy Program	Section/Unit: N/A
Attention: Ryan Wimmer	Attention: Richard Sykes
Mailing Address: PO Box 944246 Sacramento, CA 94244-2460	Mailing Address: 15083 Camanche Parkway South Valley Springs, CA 95252
Phone Number: (916) 531-8996	Phone Number: (510) 390-4035 Secondary: (530) 903-0116
Email Address: Ryan.Wimmer@fire.ca.gov	Email Address: karenq@innercite.com

Changes to the project representatives during the term of the agreement shall be made in writing. Notice shall be sent to the above representative for all notice provisions of this Agreement.

3. Project Execution

- a. Subject to the availability of grant monies, the STATE hereby grants to the GRANTEE a sum of money (GRANT FUNDS) not to exceed the amount stated on Section I. RECITALS, Paragraph 2 in consideration of and on condition that the sum be expended in carrying out the purposes as set forth in the description of the Project in this Agreement and its attachments and under the terms and conditions set forth in this Agreement.
- b. GRANTEE shall assume any obligation to furnish any additional funds that may be necessary to complete the Project. Any amendment to the Project

as set forth in the Application on file with the STATE must be submitted to the STATE for approval in writing. No amendment is allowed until written approval is given by the STATE.

- c. GRANTEE shall complete the Project in accordance with the time of Project performance set forth in this Agreement, unless an amendment has been approved and signed by the STATE under the terms and conditions of this Agreement. Amendments must be requested in advance and will be considered in the event of circumstances beyond the control of the GRANTEE, but in no event less than 90 days from the Agreement expiration date and in no event less than 60 days before the effective date of the amendment. Approval of amendment is at the STATE's discretion.
- d. GRANTEE certifies that the Project Scope of Work complies with all local, State, and federal laws and regulations.
- e. GRANTEE shall comply with the California Environmental Quality Act (CEQA) (Public Resources Code, Section 21000, et. seq. Title 14, California Code of Regulations, Section 15000 et. seq.) and all other local, State, and federal environmental laws. A copy of the certified CEQA document must be provided to STATE before any GRANT FUNDS are made available for any Project activity that could directly impact the environment (e.g. cutting, piling or burning bush, masticating, dozer work, etc.). CEQA compliance shall be completed within one (1) year from start date of the Agreement. The start date is considered the latter date of signature by the Grantee Authorized Representative or CAL FIRE Deputy Director. GRANT FUNDS will be made available in advance of CEQA compliance for project activities that do not have the potential to cause a direct environmental impact (e.g. project planning, locating and marking property or project boundaries, contacting and signing up landowners, etc.).
- f. GRANTEE shall permit periodic site visits by representative(s) of the STATE to ensure program compliance and that work is in accordance with the approved Project Scope of Work, including a final inspection upon Project completion.
- g. GRANTEE, and the agents and employees of GRANTEE, in the performance of this Agreement, shall act in an independent capacity and not as officers, employees, or agents, of the STATE. No person who, as an officer, employee, or agent of the state participated in the preparation or creation of or determination to award this Grant Agreement shall serve as an agent or employee of GRANTEE including but not limited to those acts prohibited by Government Code Sections 1090, and 87100.

4. Project Costs and Payment Documentation

- a. Payment by the STATE shall be made after receipt of an acceptable invoice and approval by a duly authorized representative of the STATE. GRANTEE shall submit an invoice for payment to the CAL FIRE Project Representative of the STATE. A final invoice shall be submitted no later than 30 days after completion, expiration, or termination of this Agreement.
- b. For services satisfactorily rendered, and upon receipt and approval of invoices for payment, the STATE agrees to compensate GRANTEE for actual expenditures incurred in accordance with the rates specified herein, which is attached hereto, as Final Project Budget Detail, and made a part of this Agreement.
- c. Equipment purchased using GRANT FUNDS, wholly or in part, must be used by the GRANTEE for the project which it was acquired. STATE retains a vested interest in the equipment for the useful life of the equipment, even after completion of the grant. GRANTEE shall provide written disposition of the equipment upon completion of the grant and upon any changes to the disposition of the equipment. Such disposition must be approved in advance by STATE. Equipment purchased using GRANT FUNDS cannot be used as collateral, financed, or sold without prior written approval from the STATE.
- d. GRANTEE shall submit, in arrears, not more frequently than once a month, and no less than quarterly, an invoice to the STATE for costs paid by GRANTEE pursuant to this Agreement. Each invoice shall contain the following information: the Agreement number, the dates or time period during which the invoiced costs were incurred, expenditures for the current invoice and cumulative expenditures to date by major budget category (e.g., salaries, benefits, supplies, etc.), appropriate supporting documentation, project progress reports, and the signature of an authorized representative of GRANTEE as detailed in the Invoice Guidelines of the California Climate Investments Department of Forestry and Fire Protection Forest Health Program Grant Guidelines 2020-2021.
- e. GRANT FUNDS in this Agreement have a limited period in which they must be expended. All GRANTEE expenditures must occur prior to the end of the Project performance period of this Agreement.
- f. Except as otherwise provided herein, GRANTEE shall expend GRANT FUNDS in the manner described in the Project Budget Detail approved by the STATE. The dollar amount of an item in the Project Budget Detail may be increased or decreased by up to ten percent (10%) of the budget item

through reallocation of funds from another item or items, without approval by the STATE; however, GRANTEE shall notify the STATE in writing in project progress reports when any such reallocation is made, and shall identify both the item(s) being increased and those being decreased. Any increase or decrease of an item of more than ten percent (10%) of the budget item must be approved in writing by the STATE before any such increase or decrease is made. A formal approved amendment is required to increase the total amount of GRANT FUNDS.

- g. GRANTEE shall promptly submit any and all records at the time and in the form as the STATE may request.
- h. GRANTEE shall submit each invoice for payment electronically to both the appropriate CAL FIRE Forest Health Forester and CNRGrants@fire.ca.gov. Hard copy submissions will not be accepted.
- i. Notwithstanding any of the provisions stated within this Agreement, the STATE may at its discretion make advance payment from the grant awarded to the GRANTEE if GRANTEE is a nonprofit organization, a local agency, a special district, a private forest landowner or a Native American tribe. Advance payment made by the STATE shall be subject to the following provisions.
 - GRANTEE shall submit a written request identifying how funds will be used over a six-month period. The written request must be accompanied by an invoice that contains the same level of detail as a regular invoice.
 - GRANTEE shall file an accountability report with STATE four months from the date of receiving the funds and every four months thereafter.
 - Multiple advance payments may be made to a GRANTEE over the life of a project.
 - No single advance payment shall exceed 25% of the total grant amount and must be spent on eligible costs within six months of the advance payment request. GRANTEE may request additional time to spend advance funds but must be approved in writing by the STATE. The balance of unspent advance payment funds not liquidated within the six-month spending period will be billed for the return of advanced funds to the STATE.
 - All work under a previous advance payment must be fully liquidated via an invoice and supporting documentation and completed to the STATE's satisfaction before another advance payment will be made.
 - Any advance payment received by a GRANTEE and not used for project eligible costs shall be returned to CAL FIRE. The amount will be returned to the grant balance.

- Advance payments must be deposited into an interest-bearing account. Any interest earned on advance payment funds must be accounted for and used toward offsetting the project cost or returned to the STATE.

5. Budget Contingency Clause

- a. If STATE funding for any fiscal year is reduced or deleted for purposes of the Forest Health Program California Climate Investments Grant Program, the STATE shall have the option to either cancel this Agreement with no liability occurring to the STATE, or if possible and desirable, offer an Agreement amendment to GRANTEE to reflect the reduced amount available for the Project.

6. Project Administration

- a. GRANTEE shall provide the STATE a written report showing total final Project expenditures and matching funds upon Project completion or grant expiration, whichever occurs first. GRANTEE must report to the STATE all sources of other funds for the Project. If this provision is deemed to be violated, the STATE will request an audit of GRANTEE and can delay the disbursement of funds until the matter is resolved.
- b. GRANTEE shall promptly submit written Project reports as the STATE may request throughout the term of this Agreement.
- c. GRANTEE shall submit a final accomplishment report, final invoice with associated supporting documentation, and copies of materials developed using GRANT FUNDS, including but not limited to plans, educational materials, etc. within 30 days of Project completion.

7. Financial Records

- a. GRANTEE shall retain all records described in Section 7(c) below for three (3) years after final payment by the STATE. In the case an audit occurs, all such records shall be retained for one (1) year from the date is audit is completed or the three (3) years, whichever date is later.
- b. GRANTEE shall maintain satisfactory financial accounts, documents, and records for the Project and make them available to the STATE for review during reasonable times. This includes the right to inspect and make copies of any books, records, or reports of GRANTEE pertaining to this Agreement or matters related thereto.

- c. GRANTEE shall keep such records as the STATE shall prescribe, including, but not limited to, records which fully disclose (a) the disposition of the proceeds of state funding assistance, (b) the total cost of the Project in connection with such assistance that is given or used, (c) the amount and nature of that portion of the Project cost supplied by other sources, and (d) any other such records as will facilitate an effective audit. All records shall be made available to the STATE, other State of California agency, or other entity as determined by the State of California for auditing purposes at reasonable times.
- d. GRANTEE shall use any generally accepted accounting system.

8. Research

- a. GRANTEE that receives funding, in whole or in part, in the form of a research grant shall provide for free public access to any publication of a peer-reviewed manuscript describing STATE funded knowledge, STATE funded invention, or STATE funded technology shall be subject to the following conditions:
 - i. GRANTEE is responsible for ensuring that any publishing or copyright agreements concerning peer-reviewed manuscripts fully comply with this section
 - ii. GRANTEE shall report to STATE the final disposition of the peer-reviewed manuscript, including, but not limited to, if it was published, date of publication, where it was published, and, when the 12-month time period from official date of publication expires, where the peer-reviewed manuscript will be available for open access.
- b. For a peer-reviewed manuscript that is accepted for publication pursuant to the terms and conditions of this Agreement, the GRANTEE shall ensure that an electronic version of the peer-reviewed manuscript is available to STATE and on an appropriate publicly accessible repository approved by the state agency, including, but not limited to, the University of California's eScholarship Repository at the California Digital Library, the California State University's ScholarWorks at the Systemwide Digital Library, or PubMed Central, to be made publicly available not later than 12 months after the official date of publication. GRANTEE shall make reasonable efforts to comply with this requirement by ensuring that the peer-reviewed manuscript is accessible on an approved publicly accessible repository, including notifying the state agency that the manuscript is available on a state-agency-approved repository. If the grantee is unable to ensure that his or her manuscript is accessible on an approved, publicly accessible repository, the grantee may comply by providing the manuscript to the state agency not later than 12 months after the official date of publication.

- c. For publications other than those described in (b), including scientific meeting abstracts, GRANTEE shall comply by providing the manuscript to the STATE not later than 12 months after the official date of publication.
- d. The grant shall not be construed to authorize use of a peer-reviewed manuscript that would constitute an infringement of copyright under the federal copyright law described in Section 101 of Title 17 of the United States Code and following.
- e. Use of GRANT FUNDS for publication costs, including fees charged by a publisher for color and page charges, or fees for digital distribution are allowable costs but must be within the GRANT FUNDS and item 4 of the agreement.
- f. GRANTEE may request a waiver to the publication requirement if GRANTEE has an existing publication requirement that meets or exceeds the requirements of the research provision. Waiver shall include information on GRANTEE's existing requirements. Approval of the waiver is at STATE's discretion.

9. Project Termination

- a. This Agreement may be terminated by the STATE or GRANTEE upon 30-days written notice to the other party.
- b. If either party terminates the Agreement prior to the completion of the Project, GRANTEE shall take all reasonable measures to prevent further costs to the STATE under the Agreement and the STATE shall be responsible for any reasonable and non-cancelable obligations incurred by GRANTEE in the performance of this Agreement prior to the date of the notice to terminate, but only up to the undisbursed balance of funding authorized in this Agreement.
- c. Failure by GRANTEE to comply with the terms of this Agreement may be cause for suspension of all obligations of the STATE hereunder at the discretion of the STATE.
- d. Failure of GRANTEE to comply with the terms of this Agreement shall not be cause for the suspension of all obligations of the STATE hereunder if in the judgment of the STATE such failure was due to no fault of GRANTEE. At the discretion of the STATE, any amount required to settle at minimum cost any irrevocable obligations properly incurred shall be eligible for reimbursement under this Agreement.
- e. Final payment to GRANTEE may not be made until the STATE determines the Project conforms substantially to this Agreement.

10. Hold Harmless

- a. GRANTEE shall defend, indemnify and hold the STATE, its officers, employees, and agents harmless from and against any and all liability, loss, expense (including reasonable attorney's fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorney's fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of GRANTEE, its officers, agents, or employees. The duty of GRANTEE to indemnify and hold harmless includes the duty to defend as set forth in Civil Code Section 2778. This Agreement supersedes GRANTEE's right as a public entity to indemnity (see Government Code Section 895.2) and contribution (see Government Code Section 895.6) as set forth in Government Code Section 895.4.
- b. GRANTEE waives any and all rights to any type of express or implied indemnity or right of contribution from the STATE, its officers, agents, or employees for any liability resulting from, growing out of, or in any way connected with or incident to this Agreement.
- c. Nothing in this Agreement is intended to create in the public or in any member of it rights as a third-party beneficiary under this Agreement.

11. Tort Claims

FEDERAL:

The United States shall be liable, to the extent allowed by the Federal Tort Claims Act 28 United States Code 2671-2680, for claims of personal injuries or property damage resulting from the negligent or wrongful act or omission of any employee of the United States while acting within the scope of his or her employment, arising out of this Agreement.

STATE:

The State of California shall be liable, to the extent allowed by law and subject to California Government Code, Title 1, Division 3.6, providing for the filing of tort claims against the State of California, for personal injuries or property damage resulting from the negligent or wrongful act or omission of State of California employees while acting within the scope of his or her employment, arising out of this Agreement.

12. Nondiscrimination

The State of California prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, sex, marital status,

religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance program. GRANTEE shall not discriminate against any person on any of these bases.

13. Conflict of Interest

GRANTEE or anyone acting on behalf of GRANTEE shall not have any conflicting personal and/or financial interests in carrying out the duties of the Agreement.

14. Incorporation

The grant guidelines and the Project Scope of Work, Project Budget Detail and any subsequent amendments or modifications to the Project Scope of Work and Project Budget Detail approved in writing by the STATE are hereby incorporated by reference into this Agreement as though set forth in full in this Agreement.

15. Severability

If any provision of this Agreement or the Project Scope of Work thereof is held invalid, that invalidity shall not affect other provisions or applications of this Agreement which can be given effect without the invalid provision or application, and to this end the provisions of this Agreement are severable.

16. Waiver

No term or provision hereof will be considered waived by either party, and no breach excused by either party, unless such waiver or consent is in writing and signed on behalf of the party against whom the waiver is asserted. No consent by either party to, or waiver of, a breach by either party, whether expressed or implied, will constitute consent to, waiver of, or excuse of any other, different, or subsequent breach by either party.

17. Assignment

This Agreement is not assignable by GRANTEE either in whole or in part.

ADDENDUM – FOREST HEALTH GRANT PROJECTS

I. SPECIAL PROVISIONS

1. Grant funds shall be used on projects with the primary goal of reducing greenhouse gases (GHGs) and furthering the purposes of California's Global Warming Solutions Act of 2006, Division 25.5 (commencing with Section 38500) of the Health and Safety Code, and related statutes.
2. Grantee shall report project and benefits information when requested by the State. This may include, but is not limited to, funding expended, acres treated, GHG emissions, trees planted, disadvantaged community benefits, energy/water savings, job creation, and other co-benefits.
3. Grantee shall maintain accurate and detailed records documenting project description, project location, and schedule, state dollars allocated, and leveraged funds throughout the duration of the project.
4. Failure of Grantee to meet the agreed upon terms of achieving required GHG reduction may result in project termination and recovery of funds.

II. MONITORING AND REPORTING REQUIREMENTS

All Forest Health Grant projects are subject to emissions reporting and requirements. Grantee is expected to provide the appropriate materials for completing program quantification methodology. Grantee shall use the current reporting template provided by the STATE. The reporting shall be submitted to the STATE no less frequently than quarterly. In addition, STATE may request additional information in order to meet current GHG emissions quantification methodology requirements.

III. PROGRAM ACKNOWLEDGEMENT/RECOGNITION

All Forest Health Grant projects must clearly display, identify and label themselves as being funded by CAL FIRE. Acknowledgements must contain the CAL FIRE logo as well as the following statement:

“Funding for this project provided by the California Department of Forestry and Fire Protection’s Forest Health Program.”

A draft of the acknowledgement must be approved by the STATE prior to publication. For stationary projects, acknowledgement may include, but is not limited to, a sign on the project site. For other project types, such as vehicles, equipment, and consumer-based incentives, acknowledgement is encouraged by using a decal, sticker or other signage.



**FOREST HEALTH PROGRAM
21-22 GRANT APPLICATION**

Project ID	21-FH-AEU-046
Applying Organization	Upper Mokelumne River Watershed Authority
Project Title	Forest Projects Plan (Phase 1)

PROJECT INFORMATION	
Brief Project Description The landscape-level fuels treatment project is within the Mokelumne watershed on the Amador Ranger District/Eldorado NF. The project lowers the risk, slows the spread and reduces the intensity of severe wildfires within treated and adjacent untreated areas through hand/mechanical fuels reduction treatment activities which can be implemented immediately, independent of mill capacity. The requested funds will help clear a minimum 10,000 acres through NEPA/CEQA process and implement treatments on a minimum 2,255 acres.	
County Amador	Project Latitude and Longitude 38.600459, -120.209607
Project Start Date (MM/DD/YYYY) 08/01/2022	Project End Date (MM/DD/YYYY) 03/31/2026
Grant Funding Requested \$4,999,992.70	Total Project Cost \$5,318,419.84

ORGANIZATION/PROJECT MANAGER INFORMATION		
Organization Type Other		If other, please specify Joint Powers Authority/Public Agency
If Non-Profit, is the organization a registered 501 (c)(3)?		
Title Executive Officer	First Name Richard	Last Name Sykes
Address 1 15083 Camanche Parkway South		
Address 2		
City Valley Springs	State California	Zip Code 95252
Phone Number 510-390-4035	Secondary Phone Number 530-903-0116	Email Address karenq@innercite.com

FOREST HEALTH TREATMENT TYPES & TREATMENT ACREAGE		
Does the proposed project include fuels reduction activities? Yes	Acres of fuels reduction	
Does the project include prescribed fire? No	Acres of prescribed fire	
Does the project include pest management activities? No	Acres of pest management	
Does the project utilize biomass for fuel or forest products? No	Acres of biomass utilization	Tons of biomass utilized
Does the project include reforestation activities? No	Acres to be reforested	Trees planted



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21-22 GRANT APPLICATION**

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LAND OWNERSHIP	
How many acres of project area are under federal ownership? 3,000.00	How many acres of the project area are under state ownership? 0.00
How many acres of the project area are privately owned? 0.00	
Number of acres under other Ownership 0.00	Specify "other" ownership

SCOPE OF WORK AND FOREST HEALTH WORKBOOK	
Scope of Work True	
Forest Health Workbook: Project Budget, Treatment Tracking, Work Plan, & Environmental Compliance True	
Greenhouse Gas (GHG) Benefit Data True	
Uneven-aged Management: The project will practice uneven-aged management with diverse ages, sizes, and species. Yes	
Management Plan: The project will be done under an approved timber harvest plan (THP), non-industrial timber management plan (NTMP), or a working forest management plan. Yes	Specify Management Plan The FPP is consistent with the Eldorado National Forest Plan, as amended by the 2004 Sierra Nevada Forest Plan Amendment. The project would achieve concepts described in the more recent 2019 California Spotted Owl Conservation Strategy (Owl Strategy) by retaining high quality habitat from stand destroying wildfire. The FPP is consistent with the national-level, Wildfire Crisis Strategy by increasing pace and scale of fuel treatments within high-risk firesheds (e.g., Upper Mokelumne River watershed).
Existing Carbon Offset: The project area has an existing carbon offset project or other environmental credit project? No	Describe Offset Project



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MATCHING SOURCES OF FUNDING	
Matching Source of Funding #1 Upper Mokelumne River Watershed Authority/Member Funds	Amount of Funding #1 \$27,560.00
Matching Source of Funding #2 Sierra Nevada Conservancy/RFFCP Early Action	Amount of Funding #2 \$200,000.00
Matching Source of Funding #3 Donate Indirect Fees	Amount of Funding #3 \$90,867.14
Other California Climate Investment Funding No	Other California Climate Investment Program Funding

PRIORITY LANDSCAPES	
Which high priority landscapes does the project area overlap?	
Reducing Wildfire Risks to Ecosystem Services True	Action #1: Reducing Wildfire Risks to Ecosystem Services Yes, all proposed treatment areas and some proposed planning areas overlap high priority areas for Reducing Wildfire Risks to Ecosystem Services.
Restoring Fire Damaged Areas True	Action #2: Restoring Fire Damaged Areas Yes, some proposed treatment areas overlap with Caldor Fire burned area and planning areas overlap high priority areas for Restoring Fire Damaged Areas.
Restoring Pest Damaged Areas True	Action #3: Restoring Pest Damaged Areas Yes, proposed treatment and planning areas overlap Tier 1 and Tier 2 high hazard zones that are identified as priority for Restoring Pest Damaged Areas.
Reducing Wildfire Threat to Communities True	Action #4: Reducing Wildfire Threat to Communities No, proposed treatment and planning areas do not overlap the highest priority areas for Reducing Wildfire Threat to Communities, but proposed treatment and planning areas do overlap moderate priority areas for Reducing Wildfire Threat to Communities.
The project does not overlap a priority area False	
Climate Refugia: If applicable, list the project treatment areas that remain buffered from the effects of climate change. Describe the source of climate refugia identification and how proposed treatments will enhance refugia characteristics. Not applicable.	



**FOREST HEALTH PROGRAM
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CO-BENEFITS			
<p>Co-benefits: To support CAL FIRE's reporting to CARB on CCI expenditures, briefly list the economic, environmental, and/or public health benefits the project will provide.</p> <p>Co-benefits include protection of legacy trees, at-risk mixed conifer, red fir/aspen stands/old forest attributes, safeguards for nearby high-risk communities, safe evacuation conditions, access for recreation and tourism.</p>			
Jobs Supported Yes	Full-time Jobs DIRECTLY Supported 4.0	Full-time Jobs INDIRECTLY Supported 1.6	Full-time INDUCED Jobs 2.1
CARB's Job Co-benefit Modeling Tool True			

DISADVANTAGED AND/OR LOW-INCOME COMMUNITY BENEFIT			
Step 1: Identify Priority Population(s)			
1A. Within disadvantaged census tract True	1B. Within low-income census tract True	1C. Within 1/2-mile of disadvantaged community AND within a low-income census tract True	1D. Within low-income household False
Does not meet qualifying criteria False			
Step 2: Address a Need 2D. Alternative Approach - Refer to list in CARB's Funding Guidelines			
<p>Describe identified community or household need(s) identified using the approach above.</p> <p>Many residents within the Mokelumne watershed have been hard hit by the collapse of the timber industry and closing of local sawmills and are considered disadvantaged and/or low income. This project advances CCI goals by fostering resilient communities and by making it possible to transition from the diminished resource extraction economy to one based on restoration and stewardship of the Sierra Nevada.</p>			
Step 3: Provide a Benefit 3C. Significantly reduces fire risk to households within one or more disadvantaged/low-income communities			
<p>Describe the Benefit</p> <p>On August 15th, 2021 the Caldor Fire ignited just north of the proposed treatment areas in the disadvantaged community of Grizzly Flats burning over 220,000 acres. On September 9th, 2015 a rapidly moving wildfire known as the Butte Fire started in Amador County just a few miles from the project area burning 70,868 acres and thousands of homes. This project will work in conjunction with other projects to safeguard households within AB 1550 designated low-income communities.</p>			



**FOREST HEALTH PROGRAM
21-22 GRANT APPLICATION**

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LOCAL & STATE COMPATIBILITY	
Identify which planning document that this project would support if implemented.	
Local CAL FIRE Unit Fire Plan True	Local Community Wildfire Protection Plan True
Safeguarding California Plan True	Strategic Fire Plan for California True
California Forest Carbon Plan True	CA Natural & Working Lands Implementation Plan True
California's Wildfire and Forest Resilience Action Plan True	Other True
Identify other plans not listed above. The Sierra Nevada Forest Plan (2001) and Amendment (2004) establishes the goals, objectives and priorities for all thinning projects on National Forests within the Sierra Nevada Range and the Modoc Plateau. The plan is designed to improve protection of old forests, wildlife habitats including aspen stands, watersheds and communities.	
Identify the contact(s) at the local CAL FIRE Unit(s) that has/have been briefed on this proposed project. On 5/15/21 contacted Robin Bellows – CalFire Central Area Forester of Sacramento, California at (916) 224-5584 and Tom Tinsely Amador El Dorado Unit at (530) 647-5203. On 9/30/2021 received feedback from Ms. Bellows encouraged us to re-submit. Provided a general overview of the project and our strategic approach to NEPA/CEQA and implementation. Email Robin.Bellows@fire.ca.gov. On April 28, 2021, UMRWA presented the proposed project to the Amador Calaveras Consensus Group and requested a Letter of Support.	
Is this project an identified regional priority? Yes	
Discuss relationship to these regional groups. ACCG is the leader of the Cornerstone Collaborative Forest Landscape Restoration Program (CFLRP, see Letter of Support). The goal of the RFFCP is to increase regional capacity to prioritize, develop, and implement projects that improve forest health and fire resiliency. The Sierra Nevada Conservancy (SNC) was the recipient of a \$7.77 million ‘Early Action’ grant from the California Natural Resources Agency to advance the goal of the RFFCP in the Sierra Nevada Region. The Upper Mokelumne Watershed Authority is a subgrantee and activities under this Subgrant will help meet the deliverables included in SNC’s RFFCP grant as follows: 1. Identifying a suite of long-term stewardship projects – the Forest Project Plan. This can build the capacity of small and independent, rural businesses by giving them an incentive to make needed investments into equipment. This type of equipment will be needed permanently to achieve maintenance intervals. 2. Complete the design and permitting of priority ‘stewardship’ and ‘service’ projects which do not involve commercial sales and therefore can be implemented on a large-scale, across the landscape and are not tied to lumber mill capacity. Projects that implement techniques new to the area, highlight new technology or approaches, and could be scaled up. The proposed Forest Projects Plan presents an innovative approach to NEPA compliance and is designed to significantly increase the pace of NEPA for large-scale, landscape-level stewardship fuels treatments. The focus is on stewardship projects, which can be implemented immediately following an executed NEPA Decision Memo/CEQA Notice of Exemption and will avoid delays stemming from saturation of timber mills. 3. This project aims to build on the valuable experience of designing the Mapping Tool by adding much-needed NEPA/CEQA experience and capacity for UMRWA staff and the larger UMRWA team of resource specialists, the Forest Service and the ACCG.	



**FOREST HEALTH PROGRAM
21-22 GRANT APPLICATION**

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Letter of support True
Community Engagement High

COLLABORATION/PARTNERSHIPS

Primary project partner #1 Mr. Rick Hopson, Amador District Ranger, Eldorado National Forest and Acting District Ranger, Mr. Chuck Loffland. UMRWA worked closely with the District Ranger, FS Fuels Management Officer, Wildlife Biologist to identify priority treatment areas.	Role in project Amador Ranger District and the Eldorado National Forest will serve as NEPA Lead Agency and the land administrator of areas where the project is located.
Email rick.hopson@usda.gov	
Letters of commitment True	
Primary project partner #2	Role in project #2
Email #2	
Primary project partner #3	Role in project #3
Email #3	
Primary project partner #4	Role in project #4
Email #4	

ADMINISTRATIVE CAPACITY AND PAST FOREST MANAGEMENT HISTORY

Annual operating budget \$2,275,000.00
Statement of Qualifications True



FOREST HEALTH PROGRAM 21-22 GRANT APPLICATION

Project ID	21-FH-AEU-046
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ATTESTATION
Full Name Karen Quidachay
I do hereby attest and certify that the above and attached information is true and correct. True
Executed on (MM/DD/YYYY) 03/04/2022

SUBMITTER VERIFICATION	
Submitter Email karenq@innercite.com	
Member	State Approved
Created 3/4/2022 10:25:44 AM	Updated 3/4/2022 10:25:44 AM

FOREST PROJECTS PLAN

SCOPE OF WORK

1. Project background and statement of need, including ecosystem and community benefits.

The Forest Projects Plan (FPP) is a landscape-scale forest health improvement project located within the upper Mokelumne River watershed on lands administered by the Eldorado National Forest, Amador Ranger District and the Stanislaus National Forest, Calaveras Ranger District in portions of Amador, Alpine, El Dorado, and Calaveras Counties. The FPP is divided into two phases: Phase 1 planning focuses on actions to reduce ladder fuels through hand and mechanical fuels reduction (e.g., mastication) treatments and other non-commercial forest management activities on the Amador Ranger District, while Phase 2 planning incorporates the Calaveras Ranger District into the project area and is a more comprehensive planning document. Phase 2 addresses a broad range of forest management actions including commercial thinning and will take up to three years to complete. This grant proposal seeks funding for a small portion of the Phase 1 NEPA/CEQA planning costs (i.e., archaeological field surveys) plus pre-implementation and implementation tasks on a minimum 2,255 acres and up to 3,000 acres.

The FPP is urgently needed to reduce ladder fuels, improve and protect ecological resilience, and prevent wildfire and resultant GHG emissions in the upper Mokelumne watershed. The project need is particularly pressing given the FPP treatment area is surrounded by lands subject to past large-scale fires including the Butte, Rim, Tamarack, and Caldor Fires (see Vicinity Map). UMRWA has developed the FPP Phase 1 project in collaboration with the Forest Service and the Amador Calaveras Consensus Group (ACCG), a federally recognized forest collaborative group comprised of diverse members. The majority of FPP Phase 1 NEPA and CEQA planning is currently being funded by two grants from the Sierra Nevada Conservancy. The funds requested through this CalFire grant will supplement NEPA clearance with archaeological field surveys and expand areas where mechanical fuels reduction (e.g., mastication) can occur. The maximum extent of FPP Phase 1 NEPA clearance will incorporate a minimum 10,000 acres or more for fuels treatments that can be implemented near-term and are independent of mill capacity.

This grant application seeks funding to complete the following tasks: 1) project management is limited to activities proposed under this grant application; 2) archaeological field surveys required to expand the areas proposed for NEPA and CEQA compliance for mechanical fuels reductions under Phase 1 of the FPP; 3) pre-implementation work including flagging unit boundaries, sensitive plant field surveys and monitoring, wildlife field surveys and monitoring (where needed); and, 4) implementation of hand thinning/mechanical fuels reduction and hand thinning aspen stands on a minimum 2,255 acres and up to 3,000 acres cleared through NEPA/CEQA in Phase 1 by 12/31/2022.

The areas proposed for fuels reduction in this grant application will tie into View 88 Forest Restoration treatments and Foster Firs Forest Restoration treatments forming a continuous fuel break adjacent to Highway 88. These areas are characterized by dense understory and overstocked forests susceptible to mortality from drought, pests, pathogens, and high severity wildfire. The FPP Phase 1 is designed to restore and protect at-risk mixed conifer and red fir stands with old forest attributes and enhance aspen stands through the removal of excess ladder fuels and small diameter trees and encroaching conifers, respectively. The fuels reduction implementation associated with this project will reduce wildfire risk, safeguard communities some of which are disadvantaged, protect water quality, quantity and reliability to >1.4 million downstream users, protect and enhance wildlife habitat, reduce the potential for uncontrolled air emissions and smoke health impacts, and provide opportunities to support the local forest stewardship economy.

2. How the project is consistent with the goals of the Forest Health Program and California's climate goals as outlined in the California Forest Carbon Plan, California's Natural and Working Lands Implementation Plan, and Global Warming Solutions Act of 2006.

The proposed project furthers the California Forest Carbon Plan Goal 3.1 to: *"Expand and Improve Forest Management to Enhance Forest Health and Resilience"* and sub-goal 3.1.1 to *"Improve Health and Resilience on Federal Forestlands."* Specifically, these goals state,

- *By 2020, increase treatments from the current approximately 250,000 acres per year to 500,000 acres per year on National Forest System Lands in California.*

FOREST PROJECTS PLAN

SCOPE OF WORK

- *Increase forest resilience through treatments including fuels reduction, managed and prescribed fire, noxious weed removal, road improvements to reduce sedimentation, resulting in resource benefits to approximately nine million acres on National Forest System Lands in California by 2030.”*

The tasks funded by this proposed project will contribute to an increased number of acres of National Forest System land cleared for NEPA/CEQA by a minimum 10,000 acres and treat a minimum 2,255 acres with hand treatments/mechanical fuels reduction. The project utilizes well-established land management practices including hand thinning, mechanical fuels reduction, and aspen restoration all of which are outlined in the *California Natural and Working Lands Implementation Plan* and provide both ecosystem and community benefits. The proposed management practices are designed to reduce fire risk and restore forests to more adaptable conditions making them better able to withstand the pressures of climate change. By reducing wildfire risk and resulting sediment transport, the project will preserve critical hydrologic functions. The project will also restore key aspen habitat through removal of encroaching conifers, making the areas more resilient to wildfire and climate impacts and enhancing their conditions for the diversity of plant and animal species they support. Wildfires exacerbate GHG emissions and significantly contribute to climate change. This project is designed to reduce the risk, severity and rate of spread of fire which will lessen the potential for GHG emissions, aligning with the Global Warming Solutions Act (AB32) which aims to: “Maintain and continue reductions in emissions of GHG beyond 2020.” Finally, this project promotes the Mokelumne Avoided Cost Analysis and Amador County’s High Country Community Wildfire Protection Plan, and advances California’s Shared Stewardship MOU with the Forest Service Region 5 and California’s Wildfire and Forest Resilience Action Plan.

3. Proposed project activities as outlined in project Work Plan, expected project deliverables/milestones, and any permits or regulatory approvals needed to complete the project.

UMRWA is working closely with the Forest Service and ACCG to design Phase 1 project activities with well-established, mutually agreeable fuels treatments intended to reduce fuels and wildfire threat while simultaneously minimizing the time needed to get to implementation. Planning involves the NEPA/CEQA processes and must be completed prior to fuels treatment implementation. UMRWA began the NEPA/CEQA planning processes in June 2020 using Sierra Nevada Conservancy (SNC) grant funds and UMRWA cash contributions. To date, UMRWA’s ID Team has established the FPP goal statement and drafted the Phase 1 proposed action and purpose and need, conducted the GIS analyses, and developed the project treatment maps using the secured funds. UMRWA is currently working with the Forest Service to refine these documents and initiate scoping in mid-April, with the goal to achieve NEPA/CEQA by December 31, 2022. The ID Team Leadership/project management necessary to complete NEPA/CEQA is funded by the already secured SNC grants and UMRWA. The exact NEPA strategy used will be decided by the Forest Service, however, UMRWA anticipates planning to fall under a NEPA Categorical Exclusion (CE)/Decision Memo (DM) (36 CFR § 220.6) and CEQA compliance under a statutory exemption (PRC Section 4799.05(d)).

Of the total acres cleared through NEPA/CEQA in Phase 1, a 2,255-acre portion will be treated through funding provided by this grant to reduce fuel loads using the requested CalFire grant funds. This grant proposal seeks funding to conduct the project management and necessary field surveys (archeological, wildlife, and botany), unit boundary flagging, and monitoring required for implementation, and for the implementation of forest fuels reduction treatments. Milestones will include completion of approximately 300 acres of archeological field surveys in areas set aside for mechanical fuels reduction (e.g., mastication) scheduled by 9/2022, signed NEPA Decision Memo (DM) and CEQA Exemption scheduled by 12/31/2022, contractor Request for Proposal(s) scheduled by 3/2023, and fuels reduction implementation by 12/2025. Deliverables will include: grant reports, archeological field survey report, pre-implementation field survey reports (e.g., sensitive plant surveys), flagging unit boundaries, contractor RFP(s), and a minimum of 2,255 acres treated for fuels reduction.

4. A description of how the project will utilize a diverse mix of management actions that follow industry standards, are appropriate activities for the project landscape, and how they combine or connect to promote forest health at a landscape scale.

FOREST PROJECTS PLAN

SCOPE OF WORK

UMRWA formulated the FPP project using the GIS database known as the Mapping Tool, which was developed by the ACCG's Strategic Landscape Assessment Work Group (SLAWG) with funding from SNC and support from UMRWA. The Mapping Tool utilizes the wildfire risk assessment framework outlined in GTR-315 (Scott et al., 2013), identifies the region's high-valued assets and resources most vulnerable to predicted future wildfire, employs the ACCG's project inventory database, and calls upon best available science. UMRWA combined information from the Mapping Tool database with areas in proximity to the WUI within the upper Mokelumne watershed, to establish the FPP's draft large-scale project area (see Project Planning Area Map). The final project boundary and treatment areas will be determined as part of the ongoing NEPA/CEQA planning process scheduled to be completed by 12/31/2022. The FPP's proposed treatment areas identified in *this* grant application emerged as high priority for stewardship and fuels treatments based upon the GIS Mapping Tool.

A diversity of treatment activities is being planned for and will be implemented within the entire landscape-scale FPP project area including hand thinning and mechanical fuels reduction of brush and small diameter trees generally up to 10" dbh and hand thinning ladder fuels and removal of encroaching conifers from aspen stands. Pruning of residual trees to raise canopy base height to live crown may occur and imminent hazard trees may be removed to facilitate operations within any of the treatment activities. Implementation of the balance of the NEPA/CEQA-cleared lands is expected to be conducted by combination of the Forest Service, UMRWA and other Forest Service partners in the future using as-yet secured funding. The proposed project treatments are widely-accepted, effective stewardship-type actions, appropriate for the removal of excess ladder fuels throughout timber stands, roadsides, and fuel breaks, and the removal of encroaching conifers from aspen stands. The archaeological field surveys and pre-implementation and implementation activities proposed in this grant proposal will advance a landscape-scale approach to fuels reduction and connect treated areas, or be in close proximity, to the Forest Service's other recent efforts such as its View 88 fuel break, Foster Firs EA, Panther Ridge Forest Restoration EA, Power Fire Pre-Commercial Thinning EIS, and Scottiagio Forest Health Project EA.

References: Scott, J. H.; Thompson, M. P.; Calkin, D. E. 2013. A wildfire risk assessment framework for land and resource management. Gen. Tech. Rep. RMRS-GTR-315. U.S. Department of Agriculture, Forest Service, Rocky Mountain Research Station. 83 p.

5. If the project includes planning, outreach or education, an explanation of how those proposed activities will result in GHG emissions reductions or improve management actions or policy.

The proposed NEPA/CEQA planning that is part of this project is designed to improve forest resilience and reduce wildfire threat. The primary and over-arching goal of the FPP is to complete on-the-ground fuels treatments as quickly as possible, on as much ground as possible thereby reducing the threat of large-scale wildfire and resulting mass GHG emissions. In December 2020, NASA reported that "*To put the carbon dioxide emissions from wildfires into perspective, September 2020 data from the Global Fire Emissions Database show that California wildfires in 2020 generated more than 91 million metric tons of carbon dioxide. That's roughly 30 million metric tons more carbon dioxide emissions than the state emits annually from power production. ([The Climate Connections of a Record Fire Year in the U.S. West – Climate Change: Vital Signs of the Planet \(nasa.gov\)](#)).*"

In addition to reducing the potential for GHG emissions, this project may serve as a model for how to improve management of National Forest System lands through collaborative, third-party NEPA/CEQA planning and forest management implementation to overcome agency staffing and funding constraints. This model may be replicated in other regions to help the State achieve its carbon and forest stewardship goals and objectives.

6. An explanation of how multiple, experienced partners representing all key stakeholders will collaborate throughout the project, including: planning, funding, implementation, and monitoring.

The UMRWA is the regional water management group for the MAC (Mokelumne-Amador-Calaveras) region, and is a Joint Powers Authority comprised of six water agencies including Amador Water Agency, Calaveras County Water District, Calaveras Public Utility District, East Bay Municipal Utility District, Jackson Valley Irrigation District and Alpine County Water Agency and three counties including Alpine, Amador and Calaveras Counties. UMRWA is governed by an eight-member Board of Directors

FOREST PROJECTS PLAN

SCOPE OF WORK

and is supported by a part time Executive Officer and a number of part time contractors. NEPA/CEQA planning for the FPP is well underway, with UMRWA's contracted ID Team leading the effort in collaboration with the Forest Service and the ACCG using SNC funding and UMRWA contributions. The UMRWA ID Team, Forest Service and ACCG have met regularly since mid-2020 and will continue to do so throughout the NEPA planning process to refine the proposed activities, identify treatment areas and resolve concerns, with the ultimate goal of achieving ACCG consensus support and NEPA/CEQA clearance for fuels reduction on as many acres as possible, as quickly as possible. UMRWA has a strong working relationship with the Forest Service and holds a Master Stewardship Agreement (MSA) signed May 18, 2016 and Specific Project Agreements (SPAs) with both the Eldorado and Stanislaus National Forests. UMRWA anticipates continued collaboration with the Forest Service and the ACCG to complete implementation of the FPP beyond this grant proposal which will include grant-writing, fuels reduction implementation and monitoring. UMRWA intends to subsequently work with the Forest Service and the ACCG to complete Phase 2 planning and implement additional forest management actions, such as commercial thinning, within the Mokelumne River watershed.

7. The extent to which the project will deliver enduring, sustainable benefits. Considerations may include co-benefits such as habitat value and invasive species control. Plans for long-term maintenance of these benefits including the responsible parties, funding, and partner assistance.

This project will provide enduring benefits by reducing wildfire risk and increasing climate resilience through the planning for and implementation of surface and ladder fuels reduction, and removal of encroaching conifers within aspen stands which may moderate wildfire behavior and function as natural fuel breaks. The FPP project will protect and enhance three target ecosystems that provide essential components of wildlife habitat: late seral/old forest, aspen and aquatic ecosystems. Community wildfire protection will be strengthened as a result of this project, benefiting multiple disadvantaged communities. In addition, this project will protect and potentially improve hydrologic function through conifer thinning and decreased inter-tree competition for resources which may allow for increased growth rate of residual trees and concentration of carbon in trees (not surface fuels). Lastly, implementation of fuels reduction treatments will provide local economic benefit through opportunities for contracting and vending.

This project is proposed by UMRWA, and supported by the Eldorado and Stanislaus National Forests, the ACCG (in concept), and the SNC. UMRWA's role in this project is facilitated by its MSA with the Forest Service which represents a long-term commitment of UMRWA and the Forest Service to sustainable forest management practices. The Forest Service is responsible for long-term maintenance of its lands and will help to sustain the proposed project's benefits. Additional support to maintain project benefits will be provided by UMRWA through securing future funding and conducting planning and implementation, and potentially others such as ACCG members or other Forest Service partners.

8. Proposed measures to avoid adverse impacts to soil health and fish, wildlife and native plant resources in project design and development. Within 6 months of executing the grant agreement, the Grantee will be required to submit a plan for identifying and mitigating the risk of introducing exotic and/or invasive species. This includes identifying potential issues in the project area, prevention practices to be implemented, monitoring and mitigation. Activities to mitigate existing invasive species may be specified in the budget.

The anticipated NEPA Decision Memo and NEPA Project Record Reports will incorporate a thorough and detailed list of Design Criteria and environmental protection measures to avoid adverse impacts to biological organisms and historic resources. These environmental protection measures are carefully worded and discussed as part of the entire NEPA process. The Forest Service has adopted a number of Best Management Practices and protection measures to avoid the spread of noxious weeds which are expected to be included as part of the Decision Criteria (USDA 2013). The NEPA DM's Design Criteria and environmental protection measures will be incorporated into the project's treatment specifications as part of any contract issued for fuels reduction implementation and monitored for compliance during operations.

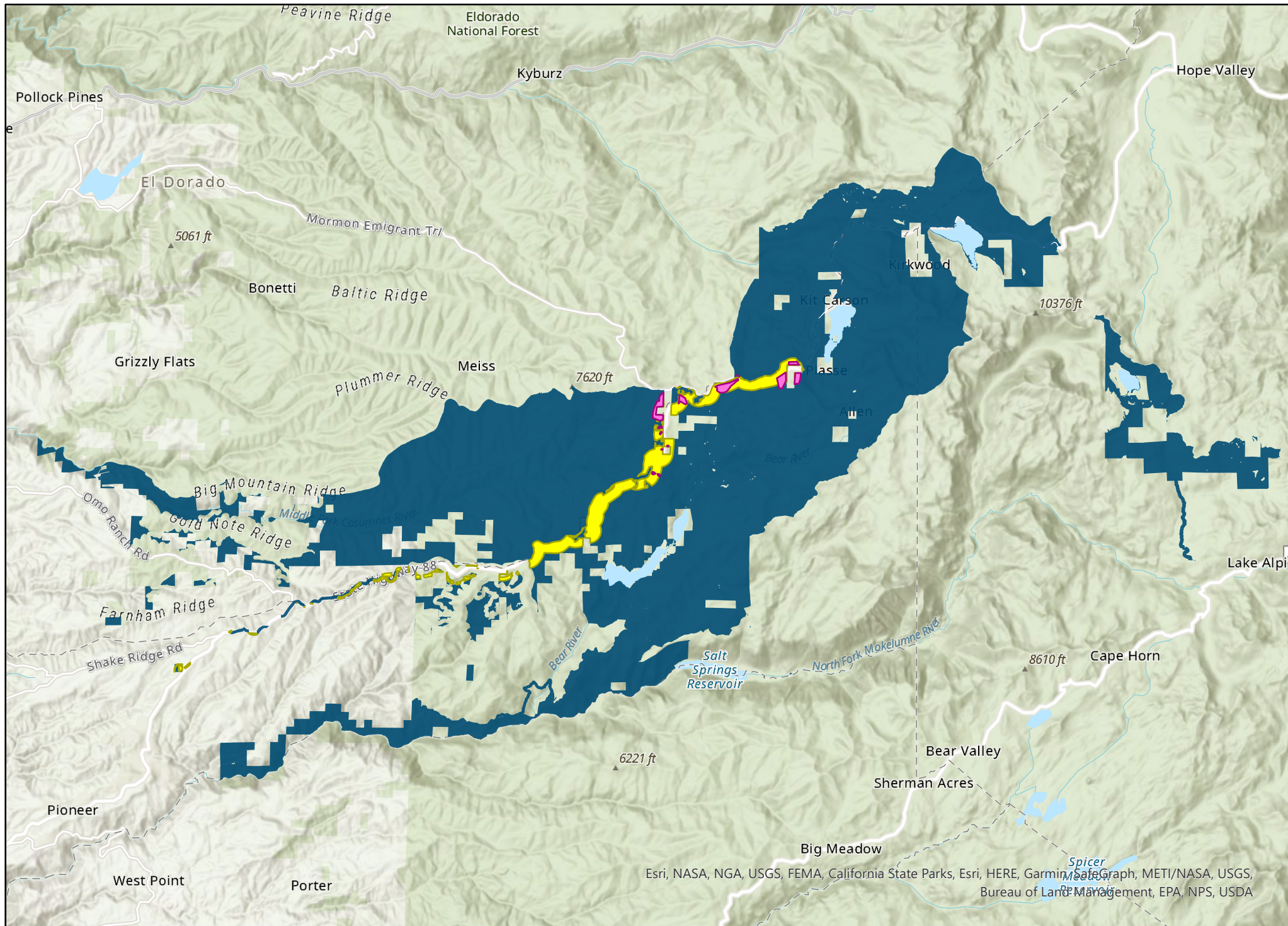


CAL FIRE Forest Health Program California Climate Investments Budget Sheet



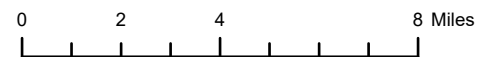
21-FH-AEU-046

Budget Item	Description	Units <i>(if applicable)</i>	Rate <i>(if applicable)</i>	CAL FIRE Grant Share	Program Income	Grantee Match	Total
A. Salaries and Wages							
<i>(Job title/Classification/Role)</i>		<i>(# hours)</i>	<i>(\$/hour)</i>	\$ -	\$ -	\$ 79,200.00	\$ 79,200.00
Executive Officer		240	170			\$ 40,800.00	\$ 40,800.00
Administrative Officer		240	160			\$ 38,400.00	\$ 38,400.00
							\$ -
B. Employee Benefits							
<i>(Job title/Classification/Role)</i>		<i>(# hours)</i>	<i>(\$/hour)</i>	\$ -	\$ -	\$ -	\$ -
							\$ -
C. Contractual							
<i>(Role in project)</i>		<i>(e.g., # hours, # acres, # BDT)</i>	<i>(e.g., \$/hour, \$/acre, \$/BDT)</i>	\$4,545,425	\$ -	\$210,000	\$4,755,425
Project Management	hour	2200	\$149.82	\$329,600		\$200,000	\$529,600
Fuels Reduction Implementation	acre	2255	\$ 1,676.67	\$ 3,780,900.00			\$ 3,780,900.00
Environmental compliance & planning	hour	2899.5	\$150	\$434,925		\$ 10,000.00	\$444,925
							\$ -
D. Travel							
		<i>(e.g., # miles)</i>	<i>(e.g., \$/miles)</i>	\$ -	\$ -		\$ -
E. Supplies							
				\$0	\$ -	\$ -	\$0
							\$0
F. Equipment							
				\$ -	\$ -	\$ -	\$ -
							\$ -
G. Other							
				\$ -	\$ -	\$ -	\$ -
							\$ -
TOTAL DIRECT COSTS				\$ 4,545,425.00	\$ -	\$ 289,200.00	\$ 4,834,625.00
INDIRECT COSTS (UMRWA will take 10% in Indirect Fees. Remaining 2% donated to project as Match)		<i>12% max for CAL FIRE Grant Share and Program Income, excluding equipment</i>		\$ 454,542.50		\$ 90,908.50	\$ 545,451.00
TOTAL GRANT PROPOSED COSTS				\$ 4,999,967.50	\$ -	\$ 380,108.50	\$ 5,380,076.00



CAL FIRE Forest Health Grant Application: UMRWA Forest Projects Plan (21-FH-AEU-046)
Planning & Treatment Area Map

Planning Area
 Hand Thinning/Mechanical Fuels Reduction
 Hand Thinning (Aspen Stands)



Esri, NASA, NGA, USGS, FEMA, California State Parks, Esri, HERE, Garmin, SafeGraph, METI/NASA, USGS, Bureau of Land Management, EPA, NPS, USDA

CONSULTING AGREEMENT
for
UPPER MOKELUMNE RIVER WATERSHED AUTHORITY

THIS AGREEMENT is entered into this 22nd day of July 2022, by and between the **UPPER MOKELUMNE RIVER WATERSHED AUTHORITY**, a public entity, herein called "UMRWA" or "AUTHORITY", and RICHARD SYKES, herein called "CONSULTANT".

WITNESSETH

Whereas, AUTHORITY requires specialized Executive Officer consulting services related to the administration and conduct of the Authority's business; and

WHEREAS, AUTHORITY wishes to retain CONSULTANT, for his knowledge and experience in public agency administration, his understanding of Member Agency needs and interests, and his ability to engage Member Agency representatives and others in constructive dialogue. CONSULTANT represents that he has the experience, qualifications, and expertise to perform said services in a professional and competent manner; and

NOW, THEREFORE, it is mutually agreed by AUTHORITY and CONSULTANT that for the considerations hereinafter set forth, CONSULTANT shall provide said services to AUTHORITY, as set forth in greater detail herein.

1. Services. CONSULTANT agrees to furnish services as set forth in the Scope of Services attached hereto as Exhibit "A" and incorporated herein.
2. Compensation. AUTHORITY agrees to pay CONSULTANT at the rate of \$170 per hour for services under this Agreement provided the total Member Funded costs shall not exceed the funding allocated in the annual UMRWA budget, and Grant Funded costs are paid by grant funds specifically allocated for grant-funded work tasks. CONSULTANT acknowledges and agrees Grant Funded work costs will be paid with grant funds awarded to the Authority.
3. Commencement of Work and Term of Agreement. Upon execution, this Agreement shall become effective and work may commence on October 1, 2022. The agreement shall terminate October 31, 2024 unless extended in writing as may be mutually agreed.
4. Billing and Payment.

(a) Member Funded Work - CONSULTANT shall invoice AUTHORITY not more frequently than monthly for services rendered pursuant to Exhibit A (1) Member Funded Work, setting forth a brief description of the services performed, the date the services were performed, and the amount of time spent on each date services were performed. Consultant shall provide any information that will assist AUTHORITY in performing any audit of the invoices.

AUTHORITY will pay CONSULTANT within thirty (30) days after receipt of a proper CONSULTANT invoice approved in writing by the Authority Board President. CONSULTANT agrees to use every appropriate method to contain its fees and costs under this Agreement.

(b) Grant Funded Work – CONSULTANT shall invoice the applicable funding authority (e.g. SNC, DWR, US Forest Service) for services performed pursuant to Exhibit A (2) Grant Funded Work. The frequency and form of CONSULTANT invoices shall be consistent with the requirements of the applicable funding authority. CONSULTANT acknowledges and accepts the risk of delay in payment or non-reimbursement from Grant Funded sources. Under no circumstances shall any Member funds be used to compensate CONSULTANT for Grant Funded Work. Retention of up to 10% may be withheld from invoice payments to CONSULTANT if required by applicable funding authority rules. CONSULTANT shall provide to AUTHORITY on a quarterly basis a progress report showing amounts billed and received for grant funded work and progress toward completion of each grant-funded task.

5. Termination. This Agreement may be terminated by either party immediately for cause, or without cause upon 30 days written notice. CONSULTANT shall be entitled to compensation for services satisfactorily performed to the effective date of termination. If this Agreement is terminated CONSULTANT shall be entitled to compensation for services satisfactorily performed to the effective date of termination; provided, however, that AUTHORITY may condition payment of such compensation upon CONSULTANT's delivery to AUTHORITY of any outstanding work products. Payment by AUTHORITY for the services satisfactorily performed to the effective date of termination shall be the sole and exclusive remedy to which CONSULTANT is entitled in the event of termination and CONSULTANT shall be entitled to no other compensation or damages including, but not limited to, loss of anticipated profits, and expressly waives the same.
6. Release of Information. CONSULTANT agrees to maintain in confidence and not disclose to any person or entity without AUTHORITY's prior written consent, any confidential information, knowledge or data, including but not limited to litigation or potential litigation matters, and AUTHORITY's legal strategy, defense or theory of the matters. CONSULTANT further agrees to maintain in confidence and not to disclose to any person or entity any data, information, developed or obtained by CONSULTANT during the term of this Agreement. CONSULTANT further agrees and understands that all work performed by him as an AUTHORITY liaison for or on behalf of the AUTHORITY in any legal proceedings shall be performed by him at the direction of legal counsel for the AUTHORITY and is protected by the attorney-client communication privilege, and all such work will be kept in confidence. The covenants contained in this paragraph shall survive the termination of this Agreement for whatever cause.
7. Independent Contractor and Professional Responsibility of Consultant. CONSULTANT is retained to render professional services only and all payments made are compensation solely for such services as he may render and recommendations he may make in carrying

out the work. CONSULTANT is an independent consultant and not an employee of AUTHORITY. CONSULTANT expressly warrants that he will not represent that he is an employee or servant of AUTHORITY.

8. Diligence. CONSULTANT agrees to diligently perform the services to be provided under this Agreement in accordance with the schedule specified herein.
9. Notice. Any notice or communication given under this Agreement shall be effective when deposited postage prepaid with the United States Postal Service and addressed to the contracting parties as follows:

Richard Sykes
131 Nova Drive
Piedmont, CA
94610-1058

UMRWA Treasurer
c/o EBMUD
P. O. Box 24055
Oakland, CA 94623

Either party may change the address to which notice or communication is sent by providing advance written notice to the other party.

10. Indemnity. CONSULTANT agrees to indemnify and hold harmless AUTHORITY and AUTHORITY'S agents and authorized representatives from any and all losses, liabilities, charges, damages, claims, liens, causes of action, awards, judgments, costs, and expenses (including, but not limited to, reasonable attorney's fees of Authority Counsel and counsel retained by Authority) of whatever kind or nature (collectively "Claims"), that arise out of or are in any way connected with any willful misconduct or any negligent error, act or omission of CONSULTANT or CONSULTANT'S authorized representative, unless resulting from the sole negligence, active negligence, or willful misconduct of an indemnified party.
11. Insurance. CONSULTANT shall take out and maintain during the life of the Agreement automobile insurance, in the minimum amount of \$300,000/\$500,000, covering CONSULTANT'S operation of his motor vehicle. The automobile liability policy shall be endorsed to name the Authority as an additional insured, but only insofar as the operations under this Agreement are concerned. CONSULTANT shall furnish a certificate of insurance and policy endorsements satisfactory to Authority Counsel at 810 Court Street, Jackson, CA 95642 as evidence that the insurance required above is being maintained.

CONSULTANT shall be responsible for payment of any deductible contained in any insurance policy required under this Agreement and CONSULTANT shall also be responsible for payment of any self-insured retention. Any deductible or self-insured retention must be declared to, and approved by Authority's Counsel prior to beginning the Work. In the event any deductible and/or self-insured retention is deemed unacceptable by Authority's Counsel, either (i) CONSULTANT'S insurer shall reduce or eliminate such deductible or self-insured retention as respects the AUTHORITY, its officers, officials, employees, representatives or agents; or (ii) CONSULTANT shall

provide a financial guarantee, satisfactory to Authority's Counsel, guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

12. Retention of Records. Pursuant to Government Code section 8546.7, the performance of any work under this Agreement is subject to the examination and audit of the State Auditor at the request of Authority or as part of any audit of Authority for a period of three years after final payment under the Agreement. Each party hereto shall retain all records relating to the performance of the Work and the administration of the Agreement for three years after final payment hereunder.
13. No Assignment or Modifications. This Agreement is to be binding on the successors and assigns of the parties hereto. The services called for herein are deemed unique and except as provided herein CONSULTANT shall not assign, transfer, subcontract, or otherwise substitute his interest in this Agreement or any of his obligations herein without the written consent of AUTHORITY. This Agreement may be modified only by a written amendment signed by the parties.
14. Waiver. The waiver by either party of a breach by the other of any provision of this Agreement shall not constitute a continuing waiver or a waiver of any subsequent breach of either the same or a different provision of this Agreement.
15. Severability. Should any part of this Agreement be declared by a final decision by a court or tribunal of competent jurisdiction to be unconstitutional, invalid, or beyond the authority of either party to enter into or carry out, such decision shall not affect the validity of the remainder of this Agreement, which shall continue in full force and effect, provided that the remainder of this Agreement, absent the unexercised portion, can be reasonably interpreted to give effect to the intentions of the parties.
16. Time is of the Essence. CONSULTANT agrees to diligently provide the services requested under this Agreement and in accordance with any schedules specified by the AUTHORITY. In the performance of this Agreement, time is of the essence.
17. No Discrimination. There shall be no discrimination against any person, or group of persons, on account of race, color, religion, creed, national origin, ancestry, gender, age, marital status, disability, or sexual orientation in the performance of this contract. CONSULTANT shall not establish or permit any such practice(s) of discrimination with reference to the contract or any part thereof. CONSULTANTS determined to be in violation of this section shall be deemed to be in material breach of this Agreement.
18. Conflict of Interest. CONSULTANT affirms that he does not have any financial interest or conflict of interest that would prevent CONSULTANT from providing unbiased, impartial service to the AUTHORITY under this Agreement.
19. Terms. Unless terminated pursuant to Article 5 herein, this Agreement shall expire when all tasks have been completed and final payment has been made by AUTHORITY or in

any event no later than October 31, 2024. The terms of this Agreement may be amended only in writing signed by both parties.

IN WITNESS WHEREOF, the parties hereto each herewith subscribe the same in duplicate.

**UPPER MOKELUMNE RIVER
WATERSHED AUTHORITY**

CONSULTANT

By: _____

By: _____

John Coleman, Chair

Richard Sykes

EXHIBIT A

SCOPE OF SERVICES – EXECUTIVE OFFICER

(1) MEMBER FUNDED WORK

Board and Authority Administration

1. Prepare Board meeting agendas and associated agenda item reports
2. Attend and facilitate Governing Board meetings
3. Coordinate with and provide guidance to the Authority Secretary
4. Coordinate and provide guidance to the Authority Administrative Officer
5. Travel to Board meetings and other venues as necessary and appropriate to conduct the business of the Authority
6. Review and edit Governing Board minutes
7. Follow-up and implement Board actions
8. Communicate with Member Agency representatives in person, by telephone, email or correspondence as necessary and appropriate
9. Update and maintain the UMRWA website
10. Directly or through Administrative Officer, negotiate consultant contracts and scopes of work; manage UMRWA consultants
11. Prepare and monitor the Authority budget
12. Coordinate with EBMUD Accounting to track revenues and expenditures
13. Present the Treasurer's Report quarterly
14. Support preparation of annual independent audit and present audit report to Board
15. Perform other Authority-related tasks as may be directed by the Board

Watershed Education Program

1. Facilitate annual MLLT contract review, execution and compliance.

Forest Health Program

1. Direct the expansion of the Forest Health Program.
2. Direct completion of the Forest Projects Plan Phase 1 NEPA and CEQA documentation by December 31, 2022.
3. Oversee work on Forest Projects Plan Phase 2.

Grants Programs

1. Manage preparation of a grant applications
2. Serve as primary contact for MAC Plan and MAC Region activities
3. Monitor Propositions 1, 68 and other potential grant programs and periodically update the Board on potential opportunities
4. Review and comment on proposed grant programs as appropriate to preserve MAC Region funding opportunities and enhance the region's competitiveness

5. Develop and submit Board authorized grant applications

(2) GRANT FUNDED WORK

Grant Programs - Administer and/or co-administer UMRWA awarded grants and oversee completion of program tasks as specified in grant agreements awarded to UMRWA prior to or during the term of this agreement.

EXHIBIT B

COMPENSATION

A. Hourly Rate - \$170.00 per hour

B. Direct Costs

1. Authority will reimburse direct costs incurred by CONSULTANT in fulfilling Member Funded services. Eligible direct costs include the following.

- Vehicle mileage between CONSULTANT's office and necessary travel locations to conduct Authority business (at applicable IRS rate).
- Parking and tolls.
- Extraordinary reproduction/copying, postage or overnight delivery charges.

Meals, transportation, lodging and other travel charges reimbursed on case-by-case basis: pre-approval required.

2. Direct costs incurred by CONSULTANT in fulfilling the Grant Funded services will be reimbursed with grant funds as provided under applicable grant rules.

CONSULTING AGREEMENT
for
UPPER MOKELUMNE RIVER WATERSHED AUTHORITY

THIS AGREEMENT is entered into this 22nd day of July 2022, by and between the **UPPER MOKELUMNE RIVER WATERSHED AUTHORITY**, a public entity, herein called "UMRWA" or "AUTHORITY", and ROB ALCOTT, herein called "CONSULTANT".

WITNESSETH

WHEREAS, AUTHORITY requires specialized Administrative Officer consulting services related to the administration and conduct of the Authority's business; and

WHEREAS, AUTHORITY wishes to retain CONSULTANT, for his knowledge and experience in public agency administration, his understanding of Member Agency needs and interests. CONSULTANT represents that he has the experience, qualifications, and expertise to perform said services in a professional and competent manner; and

NOW, THEREFORE, it is mutually agreed by AUTHORITY and CONSULTANT that for the considerations hereinafter set forth, CONSULTANT shall provide said services to AUTHORITY, as set forth in greater detail herein.

1. Services. CONSULTANT agrees to furnish services as set forth in the Scope of Services attached hereto as Exhibit "A" and incorporated herein.
2. Compensation. AUTHORITY agrees to pay CONSULTANT at the rate of \$160 per hour for services under this Agreement provided the total Member Funded costs shall not exceed the funding allocated in the annual UMRWA budget, and Grant Funded costs are paid by grant funds specifically allocated for grant-funded work tasks. CONSULTANT acknowledges and agrees Grant Funded work costs will be paid with grant funds awarded to the Authority.
3. Commencement of Work and Term of Agreement. Upon execution, this Agreement shall become effective and work may commence on October 1, 2022. The agreement shall terminate October 31, 2024 unless extended in writing as may be mutually agreed.
4. Billing and Payment.
 - (a) Member Funded Work - CONSULTANT shall invoice AUTHORITY not more frequently than monthly for services rendered pursuant to Exhibit A (1) Member Funded Work, setting forth a brief description of the services performed, the date the services were performed, and the amount of time spent on each date services were performed. Consultant shall provide any information that will assist AUTHORITY in performing any audit of the invoices.

AUTHORITY will pay CONSULTANT within thirty (30) days after receipt of a proper CONSULTANT invoice approved in writing by the Authority Executive Officer.

CONSULTANT agrees to use every appropriate method to contain its fees and costs under this Agreement.

(b) Grant Funded Work – CONSULTANT shall invoice the applicable funding authority (e.g. SNC, DWR, US Forest Service) for services performed pursuant to Exhibit A (2) Grant Funded Work. The frequency and form of CONSULTANT invoices shall be consistent with the requirements of the funding authority. CONSULTANT acknowledges and accepts the risk of delay in payment or non-reimbursement from Grant Funded sources. Under no circumstances shall any Member funds be used to compensate CONSULTANT for Grant Funded Work. Retention of up to 10% may be withheld from invoice payments to CONSULTANT if required by applicable funding authority rules. CONSULTANT shall provide to AUTHORITY on a quarterly basis a progress report showing amounts billed and received for grant funded work and progress toward completion of each grant-funded task.

5. Termination. This Agreement may be terminated by either party immediately for cause, or without cause upon 30 days written notice. CONSULTANT shall be entitled to compensation for services satisfactorily performed to the effective date of termination. If this Agreement is terminated CONSULTANT shall be entitled to compensation for services satisfactorily performed to the effective date of termination; provided, however, that AUTHORITY may condition payment of such compensation upon CONSULTANT's delivery to AUTHORITY of any outstanding work products. Payment by AUTHORITY for the services satisfactorily performed to the effective date of termination shall be the sole and exclusive remedy to which CONSULTANT is entitled in the event of termination and CONSULTANT shall be entitled to no other compensation or damages including, but not limited to, loss of anticipated profits, and expressly waives the same.
6. Release of Information. CONSULTANT agrees to maintain in confidence and not disclose to any person or entity without AUTHORITY's prior written consent, any confidential information, knowledge or data, including but not limited to litigation or potential litigation matters, and AUTHORITY's legal strategy, defense or theory of the matters. CONSULTANT further agrees to maintain in confidence and not to disclose to any person or entity any data, information, developed or obtained by CONSULTANT during the term of this Agreement. CONSULTANT further agrees and understands that all work performed by him as an AUTHORITY liaison for or on behalf of the AUTHORITY in any legal proceedings shall be performed by him at the direction of legal counsel for the AUTHORITY and is protected by the attorney-client communication privilege, and all such work will be kept in confidence. The covenants contained in this paragraph shall survive the termination of this Agreement for whatever cause.
7. Independent Contractor and Professional Responsibility of Consultant. CONSULTANT is retained to render professional services only and all payments made are compensation solely for such services as he may render and recommendations he may make in carrying out the work. CONSULTANT is an independent consultant and not an employee of AUTHORITY. CONSULTANT expressly warrants that he will not represent that he is an employee or servant of AUTHORITY.

8. Diligence. CONSULTANT agrees to diligently perform the services to be provided under this Agreement in accordance with the schedule specified herein.
9. Notice. Any notice or communication given under this Agreement shall be effective when deposited postage prepaid with the United States Postal Service and addressed to the contracting parties as follows:

Rob Alcott
374 Piper Street
Healdsburg, CA 95448

Richard Sykes, Executive Officer
UMRWA
15083 Camanche Parkway South
Valley Springs, CA 95252

Either party may change the address to which notice or communication is sent by providing advance written notice to the other party.

10. Indemnity. CONSULTANT agrees to indemnify and hold harmless AUTHORITY and AUTHORITY'S agents and authorized representatives from any and all losses, liabilities, charges, damages, claims, liens, causes of action, awards, judgments, costs, and expenses (including, but not limited to, reasonable attorney's fees of Authority Counsel and counsel retained by Authority) of whatever kind or nature (collectively "Claims"), that arise out of or are in any way connected with any willful misconduct or any negligent error, act or omission of CONSULTANT or CONSULTANT'S authorized representative, unless resulting from the sole negligence, active negligence, or willful misconduct of an indemnified party.
11. Insurance. CONSULTANT shall take out and maintain during the life of the Agreement automobile insurance, in the minimum amount of \$300,000/\$500,000, covering CONSULTANT'S operation of his motor vehicle. The automobile liability policy shall be endorsed to name the Authority as an additional insured, but only insofar as the operations under this Agreement are concerned. CONSULTANT shall furnish a certificate of insurance and policy endorsements satisfactory to Authority Counsel at 810 Court Street, Jackson, CA 95642 as evidence that the insurance required above is being maintained.

CONSULTANT shall be responsible for payment of any deductible contained in any insurance policy required under this Agreement and CONSULTANT shall also be responsible for payment of any self-insured retention. Any deductible or self-insured retention must be declared to, and approved by Authority's Counsel prior to beginning the Work. In the event any deductible and/or self-insured retention is deemed unacceptable by Authority's Counsel, either (i) CONSULTANT'S insurer shall reduce or eliminate such deductible or self-insured retention as respects the AUTHORITY, its officers, officials, employees, representatives or agents; or (ii) CONSULTANT shall provide a financial guarantee, satisfactory to Authority's Counsel, guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

12. Retention of Records. Pursuant to Government Code section 8546.7, the performance of any work under this Agreement is subject to the examination and audit of the State Auditor at the request of Authority or as part of any audit of Authority for a period of

three years after final payment under the Agreement. Each party hereto shall retain all records relating to the performance of the Work and the administration of the Agreement for three years after final payment hereunder.

13. No Assignment or Modifications. This Agreement is to be binding on the successors and assigns of the parties hereto. The services called for herein are deemed unique and except as provided herein CONSULTANT shall not assign, transfer, subcontract, or otherwise substitute his interest in this Agreement or any of his obligations herein without the written consent of AUTHORITY. This Agreement may be modified only by a written amendment signed by the parties.
14. Waiver. The waiver by either party of a breach by the other of any provision of this Agreement shall not constitute a continuing waiver or a waiver of any subsequent breach of either the same or a different provision of this Agreement.
15. Severability. Should any part of this Agreement be declared by a final decision by a court or tribunal of competent jurisdiction to be unconstitutional, invalid, or beyond the authority of either party to enter into or carry out, such decision shall not affect the validity of the remainder of this Agreement, which shall continue in full force and effect, provided that the remainder of this Agreement, absent the unexercised portion, can be reasonably interpreted to give effect to the intentions of the parties.
16. Time is of the Essence. CONSULTANT agrees to diligently provide the services requested under this Agreement and in accordance with any schedules specified by the AUTHORITY. In the performance of this Agreement, time is of the essence.
17. No Discrimination. There shall be no discrimination against any person, or group of persons, on account of race, color, religion, creed, national origin, ancestry, gender, age, marital status, disability, or sexual orientation in the performance of this contract. CONSULTANT shall not establish or permit any such practice(s) of discrimination with reference to the contract or any part thereof. CONSULTANTS determined to be in violation of this section shall be deemed to be in material breach of this Agreement.
18. Conflict of Interest. CONSULTANT affirms that he does not have any financial interest or conflict of interest that would prevent CONSULTANT from providing unbiased, impartial service to the AUTHORITY under this Agreement.
19. Terms. Unless terminated pursuant to Article 5 herein, this Agreement shall expire when all tasks have been completed and final payment has been made by AUTHORITY or in any event no later than October 31, 2024. The terms of this Agreement may be amended only in writing signed by both parties.

IN WITNESS WHEREOF, the parties hereto each herewith subscribe the same in duplicate.

**UPPER MOKELUMNE RIVER
WATERSHED AUTHORITY**

CONSULTANT

By: _____

Richard Sykes, Executive Officer

By: _____

Rob Alcott

EXHIBIT A

- SCOPE OF SERVICES - ADMINISTRATIVE OFFICER

(1) MEMBER FUNDED WORK

Board and Authority Administration: Under the direction of the Executive Officer;

1. Draft Board meeting agenda reports
2. Attend Governing Board meetings when required
3. Coordinate with the Authority Secretary and UMRWA consultants and contractors as necessary
4. Travel to Board meetings and other venues as required by the Executive Officer to conduct the business of the Authority
5. Follow-up and implement Board actions as necessary
6. Communicate with Member Agency representatives in person, by telephone, email or correspondence as necessary and appropriate
7. Process invoices for grant payments to UMRWA and invoices to pay UMRWA contractors
8. Coordinate with EBMUD Accounting to track revenues and expenditures
9. Support preparation of annual independent audit and present audit report to Board
10. Perform other Authority-related tasks as may be directed by the Executive Officer

Watershed Education Program

1. Facilitate annual Mother Lode Land Trust contract review and process MLLT invoices

Grants Programs

1. Support preparation of a grant applications
2. Manage completion of Proposition 1, 68 or other Implementation Grants awarded to UMRWA
3. Serve as secondary contact for MAC Plan and MAC Region activities
4. Review and comment on proposed grant programs as appropriate to preserve MAC Region funding opportunities and enhance the region's competitiveness
5. Support and/or develop draft Board-authorized grant applications

(2) GRANT FUNDED WORK

USFS, Sierra Nevada Conservancy, NFWF and/or other Funding Programs - Administer and/or co-administer UMRWA funding awards and oversee completion of program tasks as specified in existing Board approved Supplemental Project Agreements and grant agreements and other grants as may be awarded to UMRWA during the term of this agreement.

EXHIBIT B
COMPENSATION

A. Hourly Rate - \$160.00 per hour

B. Direct Costs

1. Authority will reimburse direct costs incurred by CONSULTANT in fulfilling Member Funded services. Eligible direct costs include the following.

- Vehicle mileage between CONSULTANT's office and necessary travel locations to conduct Authority business (at applicable IRS rate).
- Parking and tolls.
- Extraordinary reproduction/copying, postage or overnight delivery charges.

Meals, transportation, lodging and other travel charges reimbursed on case-by-case basis: pre-approval required.

2. Direct costs incurred by CONSULTANT in fulfilling the Grant Funded services will be reimbursed with grant funds as provided under applicable grant rules.

CONSULTING AGREEMENT
for
UPPER MOKELUMNE RIVER WATERSHED AUTHORITY

THIS AGREEMENT is entered into this 22nd day of July 2022, by and between UPPER MOKELUMNE RIVER WATERSHED AUTHORITY, a public entity, herein called "AUTHORITY", and LANDMARK ENVIRONMENTAL INC., a California Corporation, herein called "CONSULTANT".

WITNESSETH

Whereas, AUTHORITY requires specialized consulting services related to the conduct of the Authority's water and forestry resource planning, grant writing and administration tasks; and

WHEREAS, AUTHORITY wishes to retain CONSULTANT for its knowledge and experience in planning for forestry and water project and program development, including integrated regional water management planning activities that involve local, regional, state and federal agencies. CONSULTANT represents it has the experience, qualifications, and expertise to perform said services in a professional and competent manner; and

NOW, THEREFORE, it is mutually agreed by AUTHORITY and CONSULTANT that for the considerations hereinafter set forth, CONSULTANT shall provide said services to AUTHORITY, as set forth in greater detail herein.

1. Services and Compensation. CONSULTANT agrees to furnish, and AUTHORITY agrees to pay CONSULTANT for services under this Agreement as generally described in Exhibit A and in accordance with the rates in Exhibit B, both incorporated herein, provided total Member Funded Work costs shall not exceed Board approved UMRWA budget amounts. All work and associated costs will be described in a mutually agreed Task Order(s) issued by the Executive Officer. Grant-related work costs shall not exceed the funding budgeted for and available to CONSULTANT under applicable grants, nor exceed the amount authorized by the Executive Officer. CONSULTANT acknowledges and agrees Grant Funded work costs will be paid with grant funds awarded to the Authority.
2. Commencement of Work and Term of Agreement. Upon execution, this Agreement shall become effective, and work may commence on October 1, 2022 as authorized and directed by the Authority's Executive Officer. The agreement shall terminate October 31, 2024 unless extended in writing as may be mutually agreed.
3. Billing and Payment.
 - (a) Member Funded Work - CONSULTANT shall invoice AUTHORITY not more frequently than monthly for authorized services rendered pursuant to Exhibit A (1) Member Funded Work, setting forth a brief description of the services performed, the date the services were performed, and the amount of time spent on each date services

were performed. Consultant shall provide any information that will assist AUTHORITY in performing any audit of the invoices.

AUTHORITY will pay CONSULTANT within thirty (30) days after receipt of a proper CONSULTANT invoice as approved in writing by the Authority's Executive Officer. CONSULTANT agrees to use every appropriate method to contain its fees and costs under this Agreement.

(b) Grant Funded Work – CONSULTANT shall invoice AUTHORITY for authorized services performed pursuant to Exhibit A (2) Grant Funded Work. The frequency and form of CONSULTANT invoices shall be based on grant invoice and reporting requirements of the Department of Water Resources, Sierra Nevada Conservancy, Wildlife Conservation Board, CalFire or other applicable funding agency. CONSULTANT acknowledges and accepts the risk of delay in payment or non-reimbursement from Grant Funded sources. Under no circumstances shall any Member funds be used to compensate CONSULTANT for Grant Funded Work. Retention of up to 10% may be withheld from invoice payments to CONSULTANT if required by applicable grant reimbursement rules.

AUTHORITY will exercise due diligence to pay CONSULTANT within two but not to exceed three months after receipt of a proper invoice.

4. Termination. This Agreement may be terminated by either party immediately for cause, or without cause upon 20 days written notice. CONSULTANT shall be entitled to compensation for services satisfactorily performed to the effective date of termination. If this Agreement is terminated CONSULTANT shall be entitled to compensation for services satisfactorily performed to the effective date of termination; provided, however, that AUTHORITY may condition payment of such compensation upon CONSULTANT's delivery to AUTHORITY of any outstanding work products. Payment by AUTHORITY for the services satisfactorily performed to the effective date of termination shall be the sole and exclusive remedy to which CONSULTANT is entitled in the event of termination and CONSULTANT shall be entitled to no other compensation or damages including, but not limited to, loss of anticipated profits, and expressly waives the same.
5. Release of Information. CONSULTANT agrees to maintain in confidence and not disclose to any person or entity without AUTHORITY's prior written consent, any confidential information, knowledge or data, including but not limited to litigation or potential litigation matters, and AUTHORITY's legal strategy, defense or theory of the matters. CONSULTANT further agrees to maintain in confidence and not to disclose to any person or entity any data, information, developed or obtained by CONSULTANT during the term of this Agreement. CONSULTANT further agrees and understands that all work performed by him as an AUTHORITY liaison for or on behalf of the AUTHORITY in any legal proceedings shall be performed by him at the direction of legal counsel for the AUTHORITY and is protected by the attorney-client communication privilege, and all such work will be kept in confidence. The covenants

contained in this paragraph shall survive the termination of this Agreement for whatever cause.

6. Independent Contractor and Professional Responsibility of Consultant. CONSULTANT is retained to render professional services only and all payments made are compensation solely for such services as she may render and recommendations she may make in carrying out the work. CONSULTANT is an independent consultant and not an employee of AUTHORITY. CONSULTANT expressly warrants that she will not represent that she is an employee or servant of AUTHORITY.
7. Diligence. CONSULTANT agrees to diligently perform the services to be provided under this Agreement in accordance with the schedule specified herein.
8. Notice. Any notice or communication given under this Agreement shall be effective when deposited postage prepaid with the United States Postal Service and addressed to the contracting parties as follows:

Richard Sykes
131 Nova Drive
Piedmont, CA
94610-1058

Karen Quidachay
Landmark Environmental Inc.
PO Box 561
Shingle Springs, CA 95682

Either party may change the address to which notice or communication is sent by providing advance written notice to the other party.

9. Indemnity. CONSULTANT agrees to indemnify and hold harmless AUTHORITY and AUTHORITY'S agents and authorized representatives from any and all losses, liabilities, charges, damages, claims, liens, causes of action, awards, judgments, costs, and expenses (including, but not limited to, reasonable attorney's fees of Authority Counsel and counsel retained by Authority) of whatever kind or nature (collectively "Claims"), that arise out of or are in any way connected with any willful misconduct or any negligent error, act or omission of CONSULTANT or CONSULTANT'S authorized representative, unless resulting from the sole negligence, active negligence, or willful misconduct of an indemnified party.
10. Insurance. CONSULTANT shall take out and maintain during the life of the Agreement automobile insurance, in the minimum amount of \$300,000/\$500,000, covering CONSULTANT'S operation of her motor vehicle. The automobile liability policy shall be endorsed to name the Authority as an additional insured, but only insofar as the operations under this Agreement are concerned. CONSULTANT shall furnish a certificate of insurance and policy endorsements satisfactory to the Authority's Executive Officer as evidence that the insurance required above is being maintained.

CONSULTANT shall be responsible for payment of any deductible contained in any insurance policy required under this Agreement and CONSULTANT shall also be responsible for payment of any self-insured retention. Any deductible or self-insured

retention must be declared to, and approved by Authority's Counsel prior to beginning the Work. In the event any deductible and/or self-insured retention is deemed unacceptable by Authority's Counsel, either (i) CONSULTANT'S insurer shall reduce or eliminate such deductible or self-insured retention as respects the AUTHORITY, its officers, officials, employees, representatives or agents; or (ii) CONSULTANT shall provide a financial guarantee, satisfactory to Authority's Counsel, guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

11. Retention of Records. Pursuant to Government Code section 8546.7, the performance of any work under this Agreement is subject to the examination and audit of the State Auditor at the request of Authority or as part of any audit of Authority for a period of three years after final payment under the Agreement. Each party hereto shall retain all records relating to the performance of the Work and the administration of the Agreement for three years after final payment hereunder.
12. No Assignment or Modifications. This Agreement is to be binding on the successors and assigns of the parties hereto. The services called for herein are deemed unique and except as provided herein CONSULTANT shall not assign, transfer, subcontract, or otherwise substitute his interest in this Agreement or any of his obligations herein without the written consent of AUTHORITY. This Agreement may be modified only by a written amendment signed by the parties.
13. Waiver. The waiver by either party of a breach by the other of any provision of this Agreement shall not constitute a continuing waiver or a waiver of any subsequent breach of either the same or a different provision of this Agreement.
14. Severability. Should any part of this Agreement be declared by a final decision by a court or tribunal of competent jurisdiction to be unconstitutional, invalid, or beyond the authority of either party to enter into or carry out, such decision shall not affect the validity of the remainder of this Agreement, which shall continue in full force and effect, provided that the remainder of this Agreement, absent the unexercised portion, can be reasonably interpreted to give effect to the intentions of the parties.
15. Time is of the Essence. CONSULTANT agrees to diligently provide the services requested under this Agreement and in accordance with any schedules specified by the AUTHORITY. In the performance of this Agreement, time is of the essence.
16. No Discrimination. There shall be no discrimination against any person, or group of persons, on account of race, color, religion, creed, national origin, ancestry, gender, age, marital status, disability, or sexual orientation in the performance of this contract. CONSULTANT shall not establish or permit any such practice(s) of discrimination with reference to the contract or any part thereof. CONSULTANTS determined to be in violation of this section shall be deemed to be in material breach of this Agreement.

17. Conflict of Interest. CONSULTANT affirms that he does not have any financial interest or conflict of interest that would prevent CONSULTANT from providing unbiased, impartial service to the AUTHORITY under this Agreement.
18. Terms. Unless terminated pursuant to Article 4 herein, this Agreement shall expire when all tasks have been completed and final payment has been made by AUTHORITY or in any event no later than October 31, 2024. The terms of this Agreement may be amended only in writing signed by both parties.

IN WITNESS WHEREOF, the parties hereto each herewith subscribe the same in duplicate.

**UPPER MOKELUMNE RIVER
WATERSHED AUTHORITY**

CONSULTANT

By: _____

By: _____

Richard Sykes, Executive Officer

Karen Quidachay, Principal

Date: _____

Date: _____

EXHIBIT A
SCOPE OF SERVICES

(1) MEMBER FUNDED WORK

As authorized via Task Order and as directed by the Executive Officer:

A. Forest Projects Plan - This task provides LEI, Inc. continued support for the development of a plan that will increase the pace and scale of Authority – USFS partnership projects. The plan will be developed as a collaborative effort with Upper Mokelumne River watershed stakeholders including the USFS and ACCG.

B. Inter-agency Liaison and UMRWA Board Support - This task provides for Karen Quidachay to serve as UMRWA’s liaison with Federal and State agencies and other stakeholders on forest health projects and related initiatives. As required, prepare Board agenda reports and attend Board meetings.

C. Forest-related Grant Applications – As directed by the Executive Officer, prepare applications for forest-related grant funding to implement UMRWA forest projects.

(2) GRANT FUNDED WORK

As authorized and directed by the Executive Officer:

1. Manage and perform assigned UMRWA/Partner tasks specified in Supplemental Project Agreements (SPAs) between UMRWA and the Stanislaus National Forest and the Eldorado National Forest.
2. Manage and perform assigned UMRWA/Partner tasks specified in the grant agreement between UMRWA and grant funding sources and programs.
3. Provide grant related accounting, administration and related support activities for tasks associated with grant agreements awarded, and may be awarded, to UMRWA.
4. Perform other grant-funded tasks as may be authorized and directed by the Executive Officer and Administrative Officer.

EXHIBIT B

COMPENSATION

A. Consultant Hourly Rates

The following rates apply to work billed directly to Member-Funded services (see Exhibit A, item 1 above).

Position	Hourly Rate
Program Manager	\$150
UMRWA Project Manager	\$135
Contract Administrator	\$135
Operations Manager/Field Representative	\$ 80
Project Coordinator/Administrative Assistant	\$ 65

The following rates apply to work that can be billed directly to Grant Funded services (see Exhibit A, item 2 above).

Position	Hourly Rate
Program Manager	\$160
UMRWA Project Manager	\$150
Contract Administrator	\$145
Registered Professional Forester	\$105 - \$130
GIS Technician	\$85 - \$130
Operations Manager/Field Representative	\$83 - \$90
Forestry Technician	\$63
Forestry Intern	\$47
Project Coordinator/Administrative Assistant	\$70

Hourly rates may be adjusted during the term of the agreement. A 5% overhead fee may be added to sub-contractors.

B. Direct Costs

1. Eligible Direct Costs incurred by CONSULTANT in fulfilling Member Funded services described in Exhibit A will be reimbursed by Authority as follows.

- Vehicle mileage between CONSULTANT's office and authorized travel locations at applicable IRS rate.
- Parking and tolls.
- Extraordinary reproduction/copying, postage or overnight delivery charges.
- Pre-approved meal, transportation, lodging and other travel charges.

2. Eligible Direct Costs incurred by CONSULTANT in fulfilling the Grant Funded services described in Exhibit A (2), Grant Funded Work, may be reimbursed if and as allowed and in accordance with applicable grant rules.