



---

Georgetown Divide Resource Conservation District  
100 Forni Road, Suite A • Placerville, CA 95667 • Phone (530) 295-0120

## **GEORGETOWN DIVIDE RESOURCE CONSERVATION DISTRICT AGREEMENT NO. 01-2018**

### **PROFESSIONAL SERVICES AGREEMENT**

**THIS AGREEMENT** is made and entered into as of this XXXX day of XXXX 2018, by and between the:

GEORGETOWN DIVIDE RESOURCE CONSERVATION DISTRICT  
100 FORNI ROAD, SUITE A  
PLACERVILLE, CA 95667

a political subdivision of the State of California, hereinafter referred to as "RCD", and

XXXXXXXXXXXXXXXXXX  
XXXXXXXXXXXXXXXXXX  
XXXXXXXXXXXXXXXXXX  
XXXXXXXXXXXXXXXXXX

hereinafter referred to as "CONTRACTOR";

#### **RECITALS**

**WHEREAS**, RCD wishes to obtain specialized services, as authorized by Government Code section 31000, in order to complete the following projects in El Dorado County:

- 1) El Dorado County Cooperative Wildland Fire Prevention Strategy Project.

**WHEREAS**, CONTRACTOR is willing to provide such specialized services to RCD under the terms and conditions set forth herein;

#### **TERMS**

**NOW, THEREFORE**, RCD hereby engages the services of CONTRACTOR, and CONTRACTOR agrees to serve RCD in accordance with the terms and conditions set forth herein:

1. **Term of the Agreement.** The term of this Agreement shall commence on the date first above written and shall expire on **June 30, 2020**, unless terminated earlier in accordance with Paragraphs 9 (Termination for Cause) or 10 (Termination for Convenience); except that the obligations of the parties under Paragraphs 7 (Insurance) and 8 (Indemnification) shall continue in full force and effect after said expiration date or early termination in relation to acts or omissions occurring prior to such dates during the term of the Agreement, and the obligations of CONTRACTOR to RCD shall also continue after said expiration date or early termination in relation to the obligations prescribed by Paragraphs 15 (Confidentiality), 20 (Taxes) and 21 (Access to Records/Retention). The term of this Agreement may be automatically renewed for an additional year at the end of the Agreement period, under the same terms and conditions, unless either party gives the other party written notice of intention not to renew no less than thirty (30) days prior to the expiration of the then current term.

2. **Scope of Services.** CONTRACTOR shall provide RCD those services set forth in Exhibit "A", and the terms of the Agreements set forth in Exhibit "B", attached hereto and incorporated by reference herein.

### 3. **Compensation.**

(a) Rates. In consideration of CONTRACTOR's fulfillment of the promised work, RCD shall pay CONTRACTOR at the rate of **\$XX.XX per XXXX**.

(b) Expenses. No travel or other expenses will be reimbursed by RCD.

(c) Maximum Amount. Notwithstanding subparagraphs (a) and (b), the maximum payments under this Agreement shall be a total of **\$XXXXXXXX** for professional services, provided, however, that such amounts shall not be construed as guaranteed sums, and compensation shall be based upon services actually rendered and expenses actually incurred.

(d) Budget Contingency Clause. If funding for any fiscal year is reduced or deleted by the State for purposes of this program, the RCD shall have the option to either cancel this Agreement with no liability occurring to the RCD, or offer an agreement amendment to Contractor to reflect the reduced amount.

### 4. **Method of Payment.**

(a) Invoices. All payments for compensation and reimbursement for expenses shall be made only upon presentation by CONTRACTOR to RCD of an itemized billing invoice in a form acceptable to the El Dorado County Auditor which indicates, at a minimum, CONTRACTOR's name, address, Social Security or Taxpayer Identification Number, itemization of the hours worked, a description of the tasks completed during the billing period, the person(s) actually performing the services and the position(s) held by such person(s), and the approved hourly rate.

CONTRACTOR shall submit invoices not more often than monthly to the RCD District Manager, who, after review and approval as to form and content, shall submit the invoice to the RCD Board of Directors at their regularly scheduled monthly board meetings. The RCD shall authorize payment of the Contractor's invoice within 30 days of the RCD receipt of approval from the State to cover the amount of the invoice.

(b) Legal status. So that RCD may properly comply with its reporting obligations under federal and state laws pertaining to taxation, if CONTRACTOR is or becomes a corporation during the term of this Agreement, proof that such status is currently recognized by and complies with the laws of both the state of incorporation or organization and the State of California, if different, shall be maintained on file with the Clerk of RCD's Board of Directors at all times during the term of this Agreement in a form satisfactory to the El Dorado County Auditor. Such proof shall include, but need not be limited to, a copy of any annual or other periodic filings or registrations required by the state of origin or California, the current address for service of process on the corporation or limited liability partnership, and the name of any agent designated

for service of process by CONTRACTOR within the State of California.

**5. Independent Contractor.** CONTRACTOR shall perform this Agreement as an independent contractor. CONTRACTOR and the officers, agents and employees of CONTRACTOR are not, and shall not be deemed, RCD employees for any purpose, including workers' compensation and employee benefits. CONTRACTOR shall, at CONTRACTOR's own risk and expense, determine the method and manner by which duties imposed on CONTRACTOR by this Agreement shall be performed; provided, however, that RCD may monitor the work performed by CONTRACTOR. RCD shall not deduct or withhold any amounts whatsoever from the compensation paid to CONTRACTOR, including, but not limited to amounts required to be withheld for state and federal taxes. As between the parties to this Agreement, CONTRACTOR shall be solely responsible for all such payments.

**6. Specific Performance.** It is agreed that CONTRACTOR, including the agents or employees of CONTRACTOR, shall be the sole providers of the services required by this Agreement. Because the services to be performed by CONTRACTOR under the terms of this Agreement are of a special, unique, unusual, extraordinary, and intellectual or time-sensitive character which gives them a peculiar value, the loss of which cannot be reasonably or adequately compensated in damages in an action of law, RCD, in addition to any other rights or remedies which RCD may possess, shall be entitled to injunctive and other equitable relief to prevent a breach of this Agreement by CONTRACTOR.

**7. Insurance.** CONTRACTOR shall obtain and maintain in full force and effect throughout the term of this Agreement, and thereafter as to matters occurring during the term of this Agreement, the following insurance coverage:

(a) Workers' Compensation insurance. If and to the extent required by law during the term of this Agreement, CONTRACTOR shall provide workers' compensation insurance for the performance of any of CONTRACTOR's duties under this Agreement; including but not limited to, coverage for workers' compensation and disability, and shall provide RCD with certification or waiver of all such coverage's.

(b) Liability insurance. CONTRACTOR shall obtain and maintain in full force and effect during the term of this Agreement the following liability insurance coverage's, issued by a company licensed (admitted) to transact business in the State of California and/or having a A.M. Best rating of A VII or better:

1. General Liability. Commercial or comprehensive general liability [CGL] insurance coverage (personal injury and property damage) of not less than ONE MILLION DOLLARS (\$1,000,000) combined single limit per occurrence, covering liability or claims for any personal injury, including death, to any person and/or damage to the property of any person arising from the acts or omissions of CONTRACTOR or any officer, agent, or employee of CONTRACTOR under this Agreement.

2. Comprehensive Automobile Liability Insurance. Comprehensive automobile liability insurance (Bodily Injury and Property Damage) on owned, hired, leased and non-owned vehicles used in conjunction with CONTRACTOR's business of not less than THREE HUNDRED THOUSAND DOLLARS (\$300,000) combined single limit per occurrence.

(c) Certificates. All insurance coverage's referenced in 7(b), above, shall be evidenced by one or more certificates of coverage which shall be filed by CONTRACTOR with the RCD prior to commencement of performance of any of CONTRACTOR's duties; shall be kept current during the term of this Agreement; shall provide that RCD shall be given no less than thirty (30) days prior written notice of any non-renewal, cancellation, other termination, or material change, except that only ten (10) days prior written notice shall be required where the cause of non-renewal or cancellation is non-payment of premium; and shall provide that the inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, the coverage afforded applying as though separate policies had been issued to each insured, but the inclusion of more than one insured shall not operate to increase the limits of the company's liability. For the insurance coverage referenced in 7(b)(1), the certificate of insurance or endorsements attached thereto shall also name RCD, its officers, employees, agents and volunteers as additional insured's; shall provide that if the same policy applies to activities of CONTRACTOR not covered by this Agreement then the limits in the applicable certificate relating to the additional insured coverage of RCD shall pertain only to liability for activities of CONTRACTOR under this Agreement; and shall provide that the insurance provided is primary coverage to RCD with respect to any insurance or self-insurance programs maintained by RCD. Upon request of RCD's District Manager, CONTRACTOR shall provide or arrange for the insurer to provide within thirty (30) days of the request, certified copies of the actual insurance policies or relevant portions thereof.

(d) Deductibles/Retentions. Any deductibles or self-insured retentions shall be declared to, and be approved by, RCD's District Manager. At the option of and upon request by RCD's District Manager, either the insurer shall reduce or eliminate such deductibles or self-insurance retentions as respects RCD, its officers, employees, agents and volunteers or CONTRACTOR shall procure a bond guaranteeing payment of losses and related investigations, claims administration and defense expenses.

## **8. Hold Harmless/Defense/Indemnification.**

### **(a) In General**

CONTRACTOR shall protect, defend, indemnify and hold harmless RCD, its board members, officers, directors, employees, agents, consultants, successors and assigns (hereinafter RCD) from and against all claims, demands, liabilities, causes of action, suits, legal or administrative proceedings for actual damages (including but not limited to special and consequential damages), natural resource damages, restitution, injuries, costs, response costs, remediation and removal costs, losses, debts, liens, interests, fines, penalties, charges and expenses (including but not limited to attorney's and expert witnesses fees and costs incurred in connection with defending against any of the foregoing or in enforcing this indemnity provision) of any kind whatsoever paid, incurred, suffered by, or asserted against the RCD which are claimed to or in any way arise out of or result from the Contractor's services, operations, or performance of this Agreement except for the sole or active negligence of the RCD. This provision shall survive the termination of any other agreement between the parties. The foregoing indemnity shall not have any dollar limitation. The foregoing indemnity is for the exclusive benefit of the RCD and in no event shall the indemnity rights hereunder inure to the benefit of any third party.

2. Notwithstanding anything to the contrary in (a), CONTRACTOR shall defend and indemnify RCD, and each of its officers, agents and employees, from any and all claims, actions, settlements or judgments of whatever kind which may arise from the failure of CONTRACTOR to conduct the investigation or its failure after the investigation to not reasonably disallow an employee from having personal contact or providing personal service.

**9. Termination for Cause.** If either party shall fail to fulfill in a timely and proper manner that party's obligations under this Agreement or otherwise breach this Agreement and fail to cure such failure or breach

within 10 days of receipt of written notice from the other party describing the nature of the breach, the non-defaulting party may, in addition to any other remedies it may have, terminate this Agreement by giving 5 days written notice to the defaulting party in the manner set forth in Paragraph 13 (Notices).

**10. Termination for Convenience.** This Agreement may be terminated by either party for any reason and at any time by giving no less than 30 days written notice of such termination to the other party and specifying the effective date thereof; provided, however, that no such termination may be effected by RCD unless an opportunity for consultation is provided prior to the effective date of the termination.

**11. Disposition of, Title to and Payment for Work upon Expiration or Termination.**

(a) Upon expiration of this Agreement or termination for cause under Paragraph 9 or termination for the convenience of a party under Paragraph 10, all finished or unfinished documents and other materials, if any, and all rights therein shall become, at the option of RCD, the property of and shall be promptly returned to RCD, although CONTRACTOR may retain a copy of such work for its personal records only.

(b) CONTRACTOR shall be entitled to receive compensation for any satisfactory work completed prior to receipt of the notice of termination or commenced prior to receipt of the notice and completed satisfactorily prior to the effective date of the termination; except that CONTRACTOR shall not be relieved of liability to RCD for damages sustained by RCD by virtue of any breach of the Agreement by CONTRACTOR whether or not the Agreement was terminated for convenience or cause, and RCD may withhold any payments not yet made to CONTRACTOR for purpose of setoff until such time as the exact amount of damages due to RCD from CONTRACTOR is determined.

**12. No Waiver.** The waiver by either party of any breach or violation of any requirement of this Agreement shall not be deemed to be a waiver of any such breach in the future, or of the breach of any other requirement of this Agreement.

**13. Notices.** All notices required or authorized by this Agreement shall be in writing and shall be delivered in person or by deposit in the United States mail, by certified mail, postage prepaid, return receipt requested. Any mailed notice, demand, request, consent, approval or communication that either party desires to give the other party shall be addressed to the other party at the address set forth below. Either party may change its address by notifying the other party of the change of address. Any notice sent by mail in the manner prescribed by this paragraph shall be deemed to have been received on the date noted on the return receipt or five days following the date of deposit, whichever is earlier.

RCD

GEORGETOWN DIVIDE RESOURCE CONSERVATION DISTRICT

100 Forni Road, Suite A

Placerville, CA 95667

CONTRACTOR

XXXXXXXXXXXXXXXXXX

XXXXXXXXXXXXXXXXXX

XXXXXXXXXXXXXXXXXX

XXXXXXXXXXXXXXXXXX

**14. Compliance with RCD Policies on Waste, Harassment, Drug/Alcohol-Free Workplace, and Computer Use.** CONTRACTOR hereby agrees to comply, and require its employees and subcontractors to comply, with the District's Personnel Policies, copies of which are on file with the Clerk of the Board of Directors. CONTRACTOR also agrees that it shall not engage in any activities, or permit its officers, agents and employees to do so, during the performance of any of the services required under this

Agreement, which would interfere with compliance or induce violation of these policies by RCD employees or contractors.

**15. Confidentiality.** Confidential information is defined as all information disclosed to CONTRACTOR which relates to RCD's past, present, and future activities, as well as activities under this Agreement. CONTRACTOR shall hold all such information as CONTRACTOR may receive, if any, in trust and confidence, except with the prior written approval of RCD, expressed through its District Manager. Upon cancellation or expiration of this Agreement, CONTRACTOR shall return to RCD all written and descriptive matter which contains any such confidential information, except that CONTRACTOR may retain for its files a copy of CONTRACTOR's work product if such product has been made available to the public by RCD.

**16. No Assignments or Subcontracts.**

(a) In general. A consideration of this Agreement is the personal reputation of CONTRACTOR; therefore, CONTRACTOR shall not assign any interest in this Agreement or subcontract any of the services CONTRACTOR is to perform hereunder without the prior written consent of RCD, which shall not be unreasonably withheld. The inability of the assignee to provide personnel equivalent in experience, expertise, and numbers to those provided by CONTRACTOR, or to perform any of the remaining services required under this Agreement within the same time frame required of CONTRACTOR shall be deemed to be reasonable grounds for RCD to withhold its consent to assignment. For purposes of this subparagraph, the consent of RCD may be given by the Board of Directors.

(b) Effect of Change in Status. If CONTRACTOR changes its status during the term of this Agreement from or to that of a corporation, limited liability partnership, limited liability company, general partnership, or sole proprietorship, such change in organizational status shall be viewed as an attempted assignment of this Agreement by CONTRACTOR. Failure of CONTRACTOR to obtain approval of such assignment under this Paragraph shall be viewed as a material breach of this Agreement.

1. **Amendment/Modification.** Except as specifically provided herein, this Agreement may be modified or amended only in writing and with the prior written consent of both parties. In particular, only RCD, through its Board of Directors in the form of an amendment of this Agreement, may authorize extra and/or changed work if beyond the scope of services prescribed by Exhibit "A". Failure of CONTRACTOR to secure such authorization in writing in advance of performing any of the extra or changed work shall constitute a waiver of any and all rights to adjustment in the contract price or contract time and no compensation shall be paid for such extra work.

2. **Interpretation; Venue.**

(a) Interpretation. The headings used herein are for reference only. The terms of the Agreement are set out in the text under the headings. This Agreement shall be governed by the laws of the State of California without regard to the choice of law or conflicts.

(b) Venue. This Agreement is made in El Dorado County, California. The venue for any legal action in state court filed by either party to this Agreement for the purpose of interpreting or enforcing any provision of this Agreement shall be in the Superior Court of California, County of El Dorado, a unified court. The venue for any legal action in federal court filed by either party to this Agreement for the purpose of interpreting or enforcing any provision of this Agreement lying within the jurisdiction of the federal courts shall be the Northern District of California. The appropriate venue for arbitration, mediation or similar legal proceedings under this Agreement shall be El Dorado County, California; however, nothing in this sentence shall obligate either party to submit to mediation or arbitration any dispute arising under this Agreement.

**19. Compliance with Laws.** CONTRACTOR shall observe and comply with all applicable Federal, State and local laws, ordinances, and codes. Such laws shall include, but not be limited to, the following, except where prohibited by law:

(a) Non-Discrimination. During the performance of this Agreement, CONTRACTOR and its subcontractors shall not deny the benefits thereof to any person on the basis of sex, race, color, ancestry, religion or religious creed, national origin or ethnic group identification, sexual orientation, marital status, age (over 40), mental disability, physical disability or medical condition (including cancer, HIV and AIDS), nor shall they discriminate unlawfully against any employee or applicant for employment because of sex, race, color, ancestry, religion or religious creed, national origin or ethnic group identification, sexual orientation, marital status, age (over 40), mental disability, physical disability or medical condition (including cancer, HIV and AIDS), or use of family care leave. CONTRACTOR shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination or harassment. In addition to the foregoing general obligations, CONTRACTOR shall comply with the provisions of the Fair Employment and Housing Act (Government Code section 12900, et seq.), the regulations promulgated there under (Title 2, California Code of Regulations, section 7285.0, et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (sections 11135-11139.5) and any state or local regulations adopted to implement any of the foregoing, as such statutes and regulations may be amended from time to time. To the extent this Agreement subcontracts to CONTRACTOR services or works required of RCD by the State of California pursuant to agreement between RCD and the State, the applicable regulations of the Fair Employment and Housing Commission implementing Government Code section 12990 (a) through (f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are expressly incorporated into this Agreement by reference and made a part hereof as if set forth in full, and CONTRACTOR and any of its subcontractors shall give written notice of their obligations there under to labor organizations with which they have collective bargaining or other agreements.

(b) Documentation of Right to Work. CONTRACTOR agrees to abide by the requirements of the Immigration and Control Reform Act pertaining to assuring that all newly-hired employees of CONTRACTOR performing any services under this Agreement have a legal right to work in the United States of America, that all required documentation of such right to work is inspected, and that INS Form 1-9 (as it may be amended from time to time) is completed and on file for each employee. CONTRACTOR shall make the required documentation available upon request to RCD for inspection.

(c) Inclusion in Subcontracts. To the extent any of the services required of CONTRACTOR under this Agreement are subcontracted to a third party, CONTRACTOR shall include all of the provisions of this Paragraph in all such subcontracts as obligations of the subcontractor.

**20. Taxes.** CONTRACTOR agrees to file federal and state tax returns or applicable withholding documents and to pay all applicable taxes or make all required withholdings on amounts paid pursuant to this Agreement and shall be solely liable and responsible to make such withholdings and/or pay such taxes and other obligations including, without limitation, state and federal income and FICA taxes. CONTRACTOR agrees to indemnify and hold RCD harmless from any liability it may incur to the United States or the State of California as a consequence of CONTRACTOR's failure to pay or withhold, when due, all such taxes and obligations. In the event that RCD is audited for compliance regarding any withholding or other applicable taxes or amounts, CONTRACTOR agrees to furnish RCD with proof of payment of taxes or withholdings on those earnings.

**21. Access to Records/Retention.** RCD, any federal or state grantor agency funding all or part of the compensation payable hereunder, the State Controller, the Comptroller General of the United States, or the duly authorized representatives of any of the above, shall have access to any books, documents, papers and records of CONTRACTOR which are directly pertinent to the subject matter of this Agreement for the purpose of making audit, examination, excerpts and transcriptions. Except where longer retention is

required by any federal or state law, CONTRACTOR shall maintain all required records for at least five (5) years after RCD makes final payment for any other work authorized hereunder and all pending matters are closed, whichever is later.

**22. Authority to Contract.** CONTRACTOR and RCD each warrant hereby that they are legally permitted and otherwise have the authority to enter into and perform this Agreement.

**23. Conflict of Interest.**

(a) Covenant of No Undisclosed Conflict. The parties to the Agreement acknowledge that they are aware of the provisions of Government Code section 1090, et seq., and section 87100, et seq., relating to conflict of interest of public officers and employees. CONTRACTOR hereby covenants that it presently has no interest not disclosed to RCD and shall not acquire any interest, direct or indirect, which would conflict in any material manner or degree with the performance of its services or confidentiality obligation hereunder, except as such as RCD may consent to in writing prior to the acquisition by CONTRACTOR of such conflict. CONTRACTOR further warrants that it is unaware of any financial or economic interest of any public officer or employee of County relating to this Agreement. CONTRACTOR agrees that if such financial interest does exist at the inception of this Agreement, RCD may terminate this Agreement immediately upon giving written notice without further obligation by either party to the other under this Agreement.

(b) Statements of Economic Interest. CONTRACTOR acknowledges and understands that RCD has developed and approved a Conflict of Interest Code as required by state law which requires CONTRACTOR to file with the Elections Division of the El Dorado County Assessor-Clerk Recorder "assuming office", "annual", and "leaving office" Statements of Economic Interest as a "consultant", as defined in section 18701(a)(2) of Title 2 of the California Code of Regulations, unless the District Manager has determined in writing that CONTRACTOR, although holding a "designated" position as a consultant, has been hired to perform a range of duties so limited in scope as to not be required to fully comply with such disclosure obligation. By authorizing its Chairman to execute this Agreement on its behalf, RCD's Board of Directors hereby determines in writing on behalf of RCD that CONTRACTOR has been hired to perform a range of duties so limited in scope as to not be required to comply with such disclosure obligation.

**24. Non-Solicitation of Employees.** Each party agrees not to solicit for employment the employees of the other party who were directly involved in the performance of the services hereunder for the term of this Agreement and a period of six (6) months after termination of this Agreement except with the written permission of the other party, except that nothing in this Paragraph shall preclude RCD from publishing or otherwise distributing applications and information regarding RCD job openings where such publication or distribution is directed to the general public.

**25. Third Party Beneficiaries.** Nothing contained in this Agreement shall be construed to create any rights in third parties and the parties do not intend to create such rights.

**26. Attorney's Fees.** In the event that either party commences legal action of any kind or character to either enforce the provisions of this Agreement or to obtain damages for breach thereof, the prevailing party in such litigation shall be entitled to all costs and reasonable attorney's fees incurred in connection with such action.

**27. Severability.** If any provision of this Agreement, or any portion thereof, is found by any court of competent jurisdiction to be unenforceable or invalid for any reason, such provision shall be severable and shall not in any way impair the enforceability of any other provision of this Agreement.

**28. Entirety of Contract.** This Agreement constitutes the entire agreement between the parties relating to the subject of this Agreement and supersedes all previous agreements, promises, representations,



understandings and negotiations, whether written or oral, among the parties with respect to the subject matter hereof.

**IN WITNESS WHEREOF**, this Agreement was executed by the parties hereto as of the date first above written.

GEORGETOWN DIVIDE RESOURCE CONSERVATION DISTRICT  
100 Forni Road, Suite A  
Placerville, CA 95667

By: \_\_\_\_\_  
President, Board of Directors

Date: \_\_\_\_\_

XXXXXXXXXXXXXXXXXX  
XXXXXXXXXXXXXXXXXX  
XXXXXXXXXXXXXXXXXX

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

Date: \_\_\_\_\_

## **Exhibit A: Scope of Work**

### **TASK 1: PROJECT PLANNING: COORDINATION**

The Consultant shall organize and facilitate regular meetings with the RCD throughout the Project as described in the following subtasks.

#### **Subtask 1.1 Project Coordination Meetings.**

Consultant shall participate in meetings as required throughout the Project. At least one week prior to each meeting, Consultant shall prepare agendas for distribution and approval. Minutes of each meeting shall be submitted within one week for RCD review. The Consultant shall participate in as many on-site meetings as determined necessary by the RCD.

**Deliverables:** Electronic copies of meeting agendas and minutes, with action items, responsible parties, and due dates.

### **TASK 2: FIELD SURVEYS & STRATIFICATION**

There are two distinct project areas termed Zone 1: “southern area”, consisting of about 1200 acres and Zone 2: “northern area” consisting of about 400 acres. We have prepared a preliminary map that includes both areas (*Exhibit C*). Detailed maps of each area will be prepared in coordination with RCD staff to indicate the boundaries of participating parcels, access and locations of existing or proposed improvements. Consultant shall use aerial and ground level photographs and conduct field surveys to delineate different site conditions consisting of: 1) lands salvage logged and cleared of debris, standing fuel and downed fuel; 2) lands salvage logged but not cleared of debris, standing fuel and downed fuel; 3) untreated lands with complete mortality and substantial standing and downed fuel; 4) untreated lands with some live trees and substantial standing and downed fuels. Consultant will also identify areas that were unaffected by the fire. Consultant will precisely quantify the areas within each condition class as the basis for final cost estimates and preparation of construction contracts.

**Deliverables:** Electronic copies of aerial and ground photo essays, field survey and site condition assessment report, Project treatment area map(s).

### **TASK 3: ENVIRONMENTAL ANALYSIS**

Once the project area has been delineated and the prescription plans have been completed, Consultant will provide assistance in the completion of CEQA clearance.

**Lead Agency:** The RCD will be the Lead Agency for the purposes of preparing the CEQA document under Section 15051 of the State CEQA Guidelines. The “Lead Agency” is a title referencing the public agency which has principal responsibility for carrying out or approving a project. The Lead Agency is also responsible for determining the level of environmental analysis required for individual projects under CEQA.

**Responsible Agencies:** A “Responsible Agency” refers to a public agency which proposes to carry out or approve a project for which the Lead Agency is preparing. With regards to CEQA, a Responsible Agency refers to all public agencies other than the lead agency that have discretionary approval power over the project. For the purposes of this Project, CAL FIRE will be the Responsible Agency.

The Consultant will prepare an Initial Study in accordance with *CEQA Guidelines Section 15063(c)*. The purpose of an Initial Study is to provide a preliminary analysis of a proposed action to determine whether a Negative Declaration or an Environmental Impact Report should be prepared. An Initial Study also enables a Lead Agency to modify a project, mitigating adverse impacts in lieu of preparing an EIR, thereby potentially enabling the project to qualify for a Negative Declaration. The Initial Study provides a factual basis for the Negative Declaration, or serves to focus an EIR on the significant effects of a project. The Initial Study should be used to determine the extent which the LRDP EIR analysis adequately addresses impacts of a subsequent project.

The RCD intends to acquire, under a separate RFP, an environmental consulting firm to prepare CEQA for the Project. On the basis of the Initial Study, a Negative Declaration, Mitigated Negative Declaration, Environmental Impact Report, or Categorical Exemption will be filed and subjected to public and agency review. The Consultant will provide, under the direction of the RCD, coordination and facilitation of environmental consulting firm in the completion of CEQA clearance. The Consultant shall prepare for and facilitate the required meeting schedule throughout the Project to ensure completion of the Initial Study and associated CEQA documents. Consultant will also review and make comment on these items to ensure overall Management Plan and Reforestation Prescriptions adhere to environmental conditions.

***Deliverables:*** Electronic copies of meeting agenda and minutes, with action items, responsible parties, and due dates. Initial Study.

#### **TASK 4: MANAGEMENT PLAN & REFORESTATION PRESCRIPTIONS**

Once the project area has been delineated, Consultant will complete the following:

**Management Plans.** Consultant will develop management objectives and policies for the Project. On the basis of agreed upon objectives and policies, Consultant will prepare overall Management Plans for the Project. The Management Plans will adhere to the format of the California Cooperative Forest Management Plan Version 7-5-12 to the extent possible. Consultant will present the Management Plans to participating property owners and obtain their consent as signatories. Consultant will then forward the plans to CAL FIRE for review and approval.

**Reforestation Prescriptions.** Each property will be treated as a management unit. In consultation with each landowner, Consultant will prepare reforestation prescriptions for each parcel that address: 1) site preparation including removal of standing and down fuels, emphasizing utilization where feasible as biomass for energy production and firewood (note that site-specific standards for leave trees, snags and downed woody debris will be developed as part of the prescriptions); 2) best management practices to be implemented during site preparation; 3) recommended tree species and stocking; 4) planting practices to be performed by contractors, volunteers and/or landowners; 5) post-planting implementation monitoring. We anticipate that single prescriptions will apply to multiple parcels.

***Deliverables:*** Management Plans, Reforestation Prescriptions.

#### **TASK 5: GREENHOUSE GAS REDUCTION VERIFICATION.**

Consultant will verify the greenhouse gas reduction benefits of the project according to methodology required by CAL FIRE. Preliminary estimates of greenhouse gas reduction benefits of the overall project must be refined because some practices and procedures are uncertain at this time. For example, it is presently unknown whether or not wood and debris derived from clearing

can be utilized as biomass for energy production. The actual amounts of material that must be removed must also be verified. Also, the equipment required for implementation cannot be determined without evaluation by a Registered Professional Forester and potential contractors. With more precise information, harvesting emissions, emissions from slash burning and biomass energy carbon benefits will be more accurately estimated. Refinement of estimates will consider any potential for future management and harvest, based on the management plans prepared in Task 4.

*Deliverables:* Greenhouse Gas Reduction Verification Report.

## **TASK 6: MONITORING, REPORTING AND OUTREACH**

**Subtask 6.1: Implementation Monitoring.** Consultant will monitor all phases of the project, including site preparation and planting. Consultant supervision during site preparation is essential if contract requirements and environmental protection measures are to be guaranteed. It is common for practices to change during implementation because of unforeseen issues. Adaptation can only be allowed with consent from the Consultant and RCD. Plantings will be monitored during and immediately after completion to determine if they were properly implemented. Permanent photo-points will be established so that reforestation progress can be monitored over time. Consultant will prepare progress reports on the results of monitoring including an evaluation of each step in the process. Project completion reports will be submitted to RCD.

*Deliverables:* Progress Reports, Project Completion Report, pre& post project photo essay.

**Subtask 6.2: Stocking Surveys.** Consultant will conduct stocking surveys one year after completion of planting to assess survival and management needs. Forest Practice Regulation methods for stocking surveys will be used.

*Deliverables:* Stocking Survey Report.

**Subtask 6.3: Education and Outreach.** Consultant will assist with conducting outreach and educational events to inform county residents and others about the project. The RCD plans to use the project as a model for educating the general public, agencies and others about reforestation procedures. Towards that aim, presentation materials will be prepared for use at workshops for agencies and interested parties organized by UC Cooperative Extension, Northern California Society of American Foresters and other partners. A minimum of two workshops will be held.

*Deliverables:* Electronic copies of meeting agendas and attendance roster, PowerPoint presentations.

**EXHIBIT "B"**

CALFIRE Agreement # 2CA03472

**EXHIBIT "C"**

Proposal from

XXXXXXXXXXXXXXXXXX  
XXXXXXXXXXXXXXXXXX  
XXXXXXXXXXXXXXXXXX  
XXXXXXXXXXXXXXXXXX