

**Agreement Between
the El Dorado County Fire Safe Council
and the Georgetown Resource Conservation District
for the Implementation of the 5GA21129 Georgetown Marshall Road Fuels Reduction Project**

1. Introduction & Mutual Benefits

The Georgetown Resource Conservation District (herein referred to as "RCD") and the El Dorado County Fire Safe Council (herein referred to as "EDCFSC") and the Georgetown Divide Fire Safe Council (herein after referred to as GFSC) have established this subcontractor agreement to specify the terms and conditions for FSC reimbursement of RCD costs specific to implementing the **Georgetown Marshall Road Fuels Reduction Project**. Funding for this project is provided to the FSC through the CALFIRE.

Both parties agree that the goals of **Georgetown Marshall Road Fuels Reductio** further the interests of each organization and the larger community and that the collaboration of interests represented herein demonstrate a shared commitment to the conservation of our local natural resources.

2. Scope of Work

A. The RCD will perform work under this instrument as specified in Attachment A "Scope of Work & Reimbursement Schedule".

B. The Scope of Work described in subparagraph (a) above may be amended with the written amendment approved by the FSC and the authorized agent of the RCD.

C. The RCD shall be obligated to devote as much of its attention, skill, and effort as may be reasonably required to perform the services described herein in a professional and timely manner, consistent with the Scope of Work shown in Attachment A.

D. The cost of maintaining, operating, and replacing any and all property and equipment, real or personal, furnished by the parties hereto for purposes of this agreement, shall be borne by the party owning or furnishing such property or equipment unless otherwise provided for herein or by separate written agreement.

E. This instrument in no way restricts the RCD or the EDCFSC from participating in similar activities with other public or private agencies, organizations, and individuals.

3 Billing and Payment

F. The EDCFSC shall reimburse the RCD for actual expenses incurred under this instrument and pre-approved by inclusion in Attachment A. The EDCFSC shall make payment of the RCD's invoice within 45 days of the FSC receipt of invoice to cover the amount of the invoice.

The FSC shall reimburse the RCD at rates and in quantities described in Attachment A. The RCD shall submit invoices no more than monthly. In order to receive reimbursement under the **Georgetown Marshall Road Fuels Reduction Project**

G. the RCD shall provide an "Invoice for Services" detailing services performed by task.

H. The maximum sum payable under this contract is **\$ 260,000.00 (Two hundred sixty thousand dollars and zero cents)**. The amount paid to the RCD shall constitute full payment for all services set forth herein. The RCD shall not be reimbursed for any additional expenses incurred beyond this maximum amount without prior written agreement by the FSC.

D. The RCD understands that payment depends upon the EDCFSC receiving reimbursement from the funder on a timely basis. If the EDCFSC does not receive payments on the expected date, some payments may be delayed.

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

4. Contract Period

a. This instrument is executed as of the date of the last signature in section 12. This Agreement shall conclude when all work to be performed under Attachment A - RCD Scope of Work & Reimbursement Schedule has been completed, but no later than **March 15, 2026**.

b. Either party(s), in writing, may terminate the instrument in whole, or in part, at any time before the date of expiration. Neither party(s) shall incur any new obligations for the terminated portion of the instrument after the effective date and shall cancel as many obligations as possible. Full credit shall be allowed for each party's expenses and all non-cancelable obligations properly incurred up to the effective date of termination.

c. This contract may be canceled by either party upon serving thirty (30) days' notice in writing to the other party.

5. Notices

Any notice or demand desired or required to be given hereunder shall be in writing and deemed given when personally delivered or deposited in the mail, postage prepaid, sent certified or registered and addressed to the parties as follows:

Georgetown Resource Conservation District Attn: Mark Egbert, District Manager
100 Forni Road, Suite A Placerville, CA 95667
(530) 295-5630

El Dorado County Fire Safe Council
PO Box 1011
Diamond Springs, CA 95619

d. Any notice so delivered personally shall be deemed to be received on the date of delivery and any notice mailed shall be deemed to be received five (5) days after the date on which it was mailed.

F. Principal Contacts for this Instrument

Principal contacts for this instrument are the same as noted above in item #5.

6. Ownership of documents

All work papers, drawings, internal memoranda, computer data sets, graphics, photographs, and any written or graphic material, however produced, prepared by the RCD in connection with its performance of services hereunder shall be, and shall remain, after termination of this Agreement, the property of the RCD as long as the FSC has access to the information and can receive a copy upon request. The FSC agrees that any future use of documents produced by the RCD under the terms of this contract shall be at the sole discretion of the FSC and RCD shall bear no liability for the decisions on whether and how to use such documents.

7. Warranties

RCD warrants that its services are performed, with the usual thoroughness and competence of the RCD, in accordance with the standard for professional services at the time those services are rendered.

8. Agreements

Nothing herein shall be considered as obligating the FSC or RCD to expend, or as involving the CAL FIRE in any contract or other obligations for the future payment of money in excess of funding approved and made available for payment under this instrument and modifications thereto.

The EDCFSC and RCD have the legal authority to enter into this instrument, and the institutional, managerial, and financial capability (including funds sufficient to pay non-State share of projects costs) to ensure proper planning, management and completion of the project.

Modifications within the scope of the instrument shall be made by mutual consent of the parties, by the issuance of a written modification, signed and dated by both parties, prior to any changes begin performed. The EDCFSC is not obligated to fund any changes not properly approved in advance.

9. Attachments

This Agreement includes the following Attachments: Attachment A - RCD Scope of Work
Attachment B - FSC contract with CALFIRE

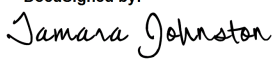
10. Signatures

In witness whereof, the parties have executed this Agreement the day and year first written below.

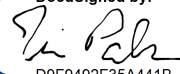
DocuSigned by:

DB12E7D0313746B...
Chair,
El Dorado County Fire Safe Council

October 17, 2022
Date

DocuSigned by:

3C2203E125C04AB...
Chair
Georgetown Divide Fire Safe Council

October 17, 2022
Date

DocuSigned by:

D9E9492E35A441B...
President
Georgetown Resource Conservation District

October 17, 2022
Date

Attachment A: Scope of Work

The El Dorado County Resource Conservation District (RCD) will provide services to the El Dorado County Fire Safe Council (EDCFSC) for implementation of **Georgetown Marshall Road Fuels Reduction Project** as described in this Scope of Work. Funding for this program is through the CAL FIRE Agreement #SGA18202. The RCD will complete the following items:

TASK 1: PROJECT ADMINISTRATION AND MANAGEMENT

Project Administration and Management will be the responsibility of the El Dorado County Resource Conservation District (RCD) and includes: technical and administrative services needed for Project completion; supervision and review of all work performed; assurance the Project is completed within the budget, performance period, and in accordance with approved procedures, applicable laws, and regulations. RCD shall comply with all applicable laws and regulations regarding securing competitive bids and undertaking competitive negotiations in contracts with other entities for acquisition of goods and services with funds provided by FSC/ CAL FIRE under this Agreement.

Reporting schedule will include quarterly progress reports, draft and final completion reports. The submittal and approval of all reports is a requirement for the successful completion of this Agreement. Reports shall meet generally accepted professional standards for technical reporting and shall be proofread for content, numerical accuracy, spelling, and grammar prior to submittal to FSC/ CAL FIRE. All reports shall be submitted to the EDCFSC and the CAL FIRE's Project Manager, and shall be submitted in both electronic and hard copy forms. If requested, RCD shall promptly provide any additional information deemed necessary by FSC or CAL FIRE for the approval of reports. The timely submittal of reports is a requirement for initial and continued disbursement of State funds.

Task 1.a. - Progress Reports

Deliverables:

- 1) RCD shall submit Quarterly Progress Reports on a regular and consistent basis to meet the State's requirement for disbursement of funds. Quarterly Progress Reports shall provide a brief description of the major accomplishments during the reporting period (i.e. tasks completed, contracts awarded, expenditures, milestones met, meetings held or attended, press releases, any problems encountered, etc.) in the performance of the work under this Agreement during the reporting period.

Task 1.b. - Project Completion Report

Deliverables:

- 1) Upon completion of the Project, RCD shall submit to EDCFSC/ CAL FIRE a Project Completion Report. The Project Completion Report shall be submitted within thirty (30) calendar days of Project Completion. The Project Completion Report shall include reimbursement status, a brief description of the Project accomplishments.

Task 1.c. - Project Monitoring**Deliverables:**

- 1) Project monitoring will include photo documentation and narrative that describes baseline conditions, location of monitoring points, before-and-after photos, frequency, and interpretation.

TASK 2: PROJECT PLANNING**Task 2.a - Mapping and Stratification**

There exists a preliminary treatment map. This map will be refined to indicate the boundaries of participating parcels, access and locations of existing or proposed improvements. As part of this task the RCD will work with the EDCFSC to obtain formal consent from all participating property owners and conduct additional preliminary reconnaissance on each parcel.

Deliverables:

- 1) Project treatment map and shapefile(s) showing the location of the proposed work. A description of the geographic projection and datum used for the shapefile will be submitted with the shapefile (a NAD '83 datum and either a UTM 10 or UTM 11 projection, will be utilized).

Task 2.b - Environmental Compliance

Once the Project area has been delineated and the prescription plans have been completed, the RCD will conduct CEQA clearance. An Initial Study will be conducted for the overall management plan. On the basis of that, a Negative Declaration, Mitigated Negative Declaration or Categorical Exemption will be filed and subjected to public and agency review. RCD will conduct fieldwork and review existing information. RCD will consult the Natural Diversity Data Base and existing cultural resource records in cooperation with CAL FIRE. RCD will then prepare an environmental assessment for the Project areas that addresses: 1) existing and future improvements; 2) existing vegetation and wildlife habitat; 3) topography; 4) site class; 5) erosion hazard rating; 6) watercourses, wetlands and streamside protection zones; 7) cultural resources; 8) sensitive biological resources (plants and wildlife); 9) access and road conditions; 10) other environmental attributes as determined through consultation with CAL FIRE, FSC, property owners and other agencies.

Interagency Coordination: Public agencies are authorized by law to comment on other agencies' environmental documents as provided for in the Public Resource Code Section 21104 (CEQA Guidelines section 15044). Responsible agencies and other agencies with jurisdiction by law over natural resources must provide the lead agency with detailed performance standards for mitigation measures during the public review period.

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.

Deliverables:

- 1) All applicable environmental permits
- 2) Documents that satisfy the CEQA process
- 3) CAL FIRE will complete its CEQA compliance review as the Responsible Agency
- 4) RCD will receive written concurrence from CAL FIRE of Lead Agency's CEQA document(s) and State notice of verification of environmental permit submittal. CAL FIRE's concurrence of Lead Agency's CEQA documents is fully discretionary and shall constitute a condition precedent to any work for which it is required.
- 5) Subcontracts with Registered Professional Forester.
- 6) Subcontract with Certified Professional Archeologist.
- 7) Any expenses covered by the RCD include: postage, CEQA filing fee's, recording fee's, CA. Department of Fish & Wildlife Environmental fee's, North Central Information Center Archeological Records Check fee's, newspaper legal notices, as needed.

Task 2.c - Treatment Prescriptions and Implementation

RCD will determine prescription objectives and policies for the Project areas as a whole in consultation with FSC and CAL FIRE and participating property owners. On the basis of agreed upon objectives and policies, RCD will prepare overall prescription plans for the area. RCD will be responsible for all aspects of implementing the vegetation management project.

Deliverable.1.:

- 1) Vegetation Management Treatment and prescriptions.
- 2) Subcontract with construction contractor(s).
- 3) Treatment verification reports.

*RCDIFSC
Agreement*

Attachment “B” Budget:

Project Management:	\$21,000.00
Registered Professional Forester:	\$15,000.00
CEQA Compliance:	\$10,000.00
Construction Contractor:	\$214,000.00
Total RCD Budget:	\$260,000.00

Note 1.: Task budget costs may be reallocated among the tasks provided the total amount of the agreement is not exceeded. Any reallocation of the budget cost shall be in writing and approved by the EDCFSC.

Note 2. Total RCD budget does not include the EDCFSC Fiscal Sponsor Fee (\$ 18,200.00) advertising and printing budget of (\$500.00) that will be reimbursed to the associate fire safe council(s).

Attachment C Schedule

- Within 30 days after funding
 - Enter into a Professional Services Agreement with the Georgetown Divide Resource Conservation District for Project and CEQA coordination
 - Advertise Request for Professional Services for Registered Professional Forester
 - Begin coordination with BLM on their NEPA process
- Within 60 days after funding
 - Enter in a Professional Services agreement with RPF
 - Hold project meeting with all project personnel to discuss timeline and action items
- By July 30, 2023
 - Quarterly progress report
- Within 90 days after funding
 - Mail letters describing the project to all landowners on Marshall Road with Right of Entry agreements.
 - Hold community meeting on-site at Marshall Road to inform landowners about the project and begin to obtain Right of Entry agreements
 - Begin CEQA process
 - o Archeological records search reports submitted to the North Central Information Center at Sac State
 - o Biological reports completed, including the State F&W records check and consultation
 - Perform a field assessment and analysis report that confirm proposed treatment areas will meet specification and desired post treatment condition
 - Before treatment photo documentation sent to CAL FIRE
- Within 120 days after funding:
 - Strategically lay out the Project area for vegetation removal.
 - Follow up with CAL FIRE to demonstrate we have a viable Project and are ready to proceed.
- By October 30, 2022
 - Quarterly progress report
- By January 30, 2023
 - Quarterly progress report
- Within 12 months after funding begins:
 - Expected period for project planning and layout to be completed. Delays can occur from additional requests coming from the CAL FIRE archeologists and during the CEQA review and BLM's NEPA process.
 - Within two weeks of CAL FIRE approval, the Project Coordinator will advertise for Request for Proposals for Professional Services to complete fuels treatment work.
 - Project work can begin, depending on contractor availability.
 - CalFire or designee contacted to complete inspection of work in progress prior to invoicing.
- By April 30, 2023

- Quarterly progress report
- By July 30, 2023
- Quarterly progress report
- By October 30, 2023
- Quarterly progress report
- By January 30, 2024
- Quarterly progress report
- By April 30, 2024
- Quarterly progress report
- By July 30, 2024
- Quarterly progress report
- By October 30, 2024
- Quarterly progress report
- By January 30, 2025
- Quarterly progress report
- By February, 2025
- Project completed.
- By March 30, 2025:
- Final report completed.