

Agreement #5GG21199
Between
the El Dorado County Fire Safe Council
and the El Dorado Resource Conservation District
for the Implementation of the 5GG21199 South El Dorado County Fuel Reduction Project

A. Introduction & Mutual Benefits

The El Dorado Resource Conservation District (herein referred to as "RCD") and the El Dorado County Fire Safe Council (herein referred to as "EDCFSC") along with the Oak Hill Area Associate Fire Safe Council (herein referred to as the AFSC) have established this subcontractor agreement to specify the terms and conditions for FSC reimbursement of RCD costs specific to implementing the **South El Dorado County Fuel Reduction Project**.

Funding for this project is provided to the EDCFSC through the CALFIRE. Both parties agree that the goals of **South El Dorado County Fuel Reduction Project** 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.

B. Scope of Work

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

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

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.

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.

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.

C. Billing and Payment

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 EDCFSC shall reimburse the RCD at rates and in quantities described in Attachment A. The RCD shall submit invoices no more than monthly and at least quarterly. In order to receive reimbursement under the **South El Dorado County Fuel Reduction Project**

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

The maximum sum payable under this contract is **\$ 1,881,446.00 (One million eight hundred eighty One thousand four hundred forty-six 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 EDCFSC.

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.

If funding for any fiscal year is reduced or deleted by the Federal or State Government for purposes of this program, the EDCFSC 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.

D. Contract Period

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**.

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.

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

E. 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:

El Dorado County Resource Conservation District Attn: Mark Egbert, District Manager

100 Forni Road, Suite A Placerville, CA 95667

(530) 303-5328

El Dorado County Fire Safe Council

PO Box 1011

Diamond Springs, CA 95619

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.

G. 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 EDCFSC has access to the information and can receive a copy upon request. The EDCFSC 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 EDCFSC and RCD shall bear no liability for the decisions on whether and how to use such documents.

H. 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.

I. Agreements

Nothing herein shall be considered as obligating the EDCFSC, AFSC 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.

J. Attachments:

- A. Scope of Work
- B. Budget
- C. Schedule
- D. Fiscal Sponsor Agreement between EDCFSC and the Associate council.
- E. CAL FIRE Grant Agreement

F. Signatures

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


DocuSigned by:


D812E7D0313746B...

October 4, 2022

Date

Chair,
El Dorado County Fire Safe Council

DocuSigned by:


5EC8CE1F70C54A8...

October 4, 2022

Date

Chair
Oak Hill Area Fire Safe Council (AFSC)

DocuSigned by:


1A7C8A9ED07048D...

October 4, 2022

Date

President of the Board
El Dorado Resources Conservation District

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 **South El Dorado County Fuel Reduction Project** as described in this Scope of Work. Funding for this program is through the CAL FIRE Agreement #5GG21199. 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 EDCFSC/ 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 AFSC, EDCFC and CAL FIRE. All reports shall be submitted to the Associate Fire Safe Council for certification of work accomplished. The Associate Fire Safe Council will forward the certified reports to EDCFSC and the CAL FIRE's Project Manager. The reports shall be submitted in both electronic and hard copy forms. If requested, RCD shall promptly provide any additional information deemed necessary by EDCFSC 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:

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:

Upon completion of the Project, RCD shall submit to AFSC, 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 and a brief description of the Project accomplishments.

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

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 FSC to obtain formal consent from all participating property owners and conduct additional preliminary reconnaissance on each parcel.

Deliverables:

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 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 fees, 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 AFSC, EDCFSC 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. Any changes to the agreed upon treatment area and prescriptions will be presented in writing and will be approved by the AFSC and EDCFSC.

Deliverable.1.:

- 1) Vegetation Management Treatment area and prescriptions.
- 2) Right of Entry agreements from all affected property owners (AFSC will assist)
- 3) Subcontract with construction contractor(s).
- 4) Treatment verification reports.

RCDIFSC Agreement

Attachment B: Budget

RCD Budget:

Project Management- RCD:	\$150,050.00
Registered Professional Forester @TBD:	\$ 50,000.00
CEQA Compliance - RCD:	\$ 75,000.00
Construction Contractor @TBD:	\$ 1,606,396.00
Total Budget: (RCD)	\$ 1,881,446.00

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 and the supplies and signage budget of that will be reimbursed to the associate fire safe council(s).

Attachment C: Schedule**Project Schedule:**

Project Task/Deliverable	Start Date	Completion Date
Initial Project Agreements (execute agreements with El Dorado Resource Conservation District, Registered Professional Forester and Environmental Consultant).	August, 2022	November 31, 2022
Environmental Compliance (environmental surveys and reporting to assure project is in compliance with Federal, State and local rules and regulations). Timing scheduled to allow for surveying for plants during the appropriate time period.	January 2023	June 30, 2023
Conduct regular and ongoing community public meetings to inform residents about project roadside fuel reduction and shaded fuel breaks. Post notices through local social media and websites to notify residents of project progress and potential delays or limitations.	November 2022	November 2024
Refine project (contract) maps, treatment prescriptions and construction contract requirements.	July 2023	September 30, 2023
Obtain necessary right of entry agreements and other necessary agreements.	March 2023	September 2023

Award construction contract Construction of four shaded fuel breaks and roadside fuel reduction along eight roads.	October 2023	November 2023
Community education meetings (topics to include roadside fuel reduction for local roads, creating residential defensible space and home hardening, etc.) and neighborhood organization to complete local roadside fuel reduction.	March 2023	March 2026
Ongoing grant administration and contract oversight, including quarterly progress reports, contract inspections, and project completion report.	November 2022	March 2026