El Dorado Resource Conservation District
District Meeting

September 1, 2020
7:00 p.m.

AGENDA

Please join my meeting from your computer, tablet or smartphone.
https://global.gotomeeting.com/join/488523765

You can also dial in using your phone.
United States: +1 (646) 749-3122

Access Code: 488-523-765

CALL TO ORDER

ADOPTION OF AGENDA

APPROVAL OF MEETING MINUTES:


AUDIENCE QUESTIONS & STATEMENTS

CONSENT CALENDAR (START)

1) Partnership Agreement between the El Dorado County Ag in the Classroom and the El Dorado Resource Conservation District. Board to authorize a contribution in an amount not to exceed $5,000.00 to the El Dorado Ag in the Classroom.

2) Memorandum of Understanding (MOU) between the El Dorado Resource Conservation District and the University of California, Berkeley School of Law’s Center for Law, Energy & the Environment to support the 2020/2021 GrizzlyCorps program. Board to authorize signature of President C. Mitchell on MOU and authorize a payment in an amount not to exceed $20,000.00.


CONSENT CALENDAR (END)
NEW BUSINESS:

1) **Electronic Signature (DocuSign/Adobe) processing.** Staff to provide procedure/policy update regarding the District to process claim vouchers/journal entries/agreement through electronic signature processes.

2) **Vacancy Announcement for the Position of Field Technician.** Board to authorize posting vacancy announcement for the position of Field Technician.

3) **Fire Adapted 50 Phase IB – Wildland Fire Protection Program.** Board to adopt Notice of Intent to Award and authorize signature of President C. Mitchell on respective agreements as follows (Presentation and staff recommendation to be provided at the time of the meeting):
   
   a. Environmental Consulting Firm (Agreement #03-2020)
   
   b. Register Professional Forester – Planning/ GHG Verification (Agreement #04-2020)
   
   c. Register Professional Forester – Forest Practice Compliance (Agreement #05-2020)

4) **Planning and Budget Committee Meeting.** Board to authorize meeting of the Planning and Budget Committee to discuss the following items:
   
   

**NRCS STAFF REPORT**

**DISTRICT MANAGERS STAFF REPORT**

**FINANCIAL STATEMENTS AND BILLS:** Board to adopt the Financial Statement and authorize payment of claim vouchers.

**DIRECTORS COMMENTS**

**ADJOURN**

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**NOTICE AMERICANS WITH DISABILITIES ACT**

Individuals who, because of a disability, need special assistance to attend or participate in a Board of Directors Meeting, any committee of this District or in conjunction with any other District services or business may request assistance by calling in advance the District Office at 530-295-5633. Requests should be made as soon as possible and at least one business day prior to the meeting or event.
El Dorado Resource Conservation District
District Meeting
August 4, 2020
7:00 p.m.

MINUTES

Please join my meeting from your computer, tablet or smartphone.
https://global.gotomeeting.com/join/673958405

You can also dial in using your phone.
United States: +1 (312) 757-3121
Access Code: 673-958-405

CALL TO ORDER

CALL TO ORDER: El Dorado County RCD Board President C. Mitchell called the Meeting to order at 7:00 P.M. with the following directors and staff in attendance: Directors - C. Mitchell, D. Pierce, J. James, C. Flores and F. Schurr. Staff – D. Marquis (NRCS), C. Spencer and M. Egbert who served as recorder.

ADOPTION OF AGENDA: It was moved by D. Pierce and seconded by C. Flores to adopt agenda. **Motion Carried**.

Noes: 0.
Abstain: 0.
Absent: 0.

AUDIENCE QUESTIONS & STATEMENTS: None.

CONSENT CALENDAR (START)

It was moved by D. Pierce and seconded by C. Flores to adopt items presented on the Consent Calendar as presented. **Motion Carried**.

Noes: 0.
Abstain: 0.
Absent: 0.
1) **Agreement # 11-2019 Amendment #1 between the El Dorado Resource Conservation District and Red Mtn Resources for the Logtown Fuel Load Reduction Project.**
   Board to authorize signature of President C. Mitchell on Agreement Amendment #1 to increase the maximum amount by $11,649.22 with a new maximum amount available to $396,929.22.

2) **Agreement #09-2019, Amendment #1 between the El Dorado Resource Conservation District and CTL Logging under the Weber Creek Fuel Load Reduction Project.**
   Board to authorize signature of President C. Mitchell on Agreement Amendment #1 to increase the maximum amount by $10,000.00 with a new maximum amount available to $512,439.00.

3) **Sierra Springs Vegetation Management Project– Notice of Exemption.** Board to authorize signature of President C. Mitchell on Notice of Exemption.

4) **Texas Hill Vegetation Management Project– Notice of Exemption.** Board to authorize signature of President C. Mitchell on Notice of Exemption.

5) **New York Creek Vegetation Management Project– Notice of Exemption.** Board to authorize signature of President C. Mitchell on Notice of Exemption.

6) **Sly Park Fuels Reduction Project– Notice of Exemption.** Board to authorize signature of President C. Mitchell on Notice of Exemption.

7) **Camino to Pollock Pines Fuel Break Project– Notice of Exemption.** Board to authorize signature of President C. Mitchell on Notice of Exemption.

**CONSENT CALENDAR (END)**

**NEW BUSINESS:**

1) **El Dorado County Agricultural Watershed Group (EDCAWG) – Collaboration Proposal.** Staff to provide a presentation of the potential to provide assistance to the EDCAGW. Board to consider potential action to develop potential collaboration. The board directed staff to collect additional information related to the cost of providing services and a more detailed scope of work required to provide services to the Agricultural Watershed Group. Item to be brought back to the board for potential action.

2) **Fire Adapted 50 Phase IB – Wildland Fire Protection Program.** Staff to present the administrative processes to solicit, through competitive solicitation processes, the following professional services to assist with the planning, design and implementation of the Project:
   a. District Personnel – Field Tech
   b. Accounting Professional/ Bookkeeping
   c. Environmental Consulting Firm (RFP#03-2020)
   d. Reg ster Professional Forester – Planning/ GHG Verification (RFP#04-2020)
   e. Reg ster Professional Forester – Forest Practice Compliance (RFP#05-2020)
   f. Construction Contractor(s)(RFP#07-2020)

It was moved by F. Schurr and seconded by J. James to authorize the posting of the following Request for Proposals:
Environmental Consulting Firm (RFP#03-2020)
Register Professional Forester – Planning/ GHG Verification (RFP#04-2020)
Register Professional Forester – Forest Practice Compliance (RFP#05-2020)

Motion Carried.

Noes: 0.
Abstain: 0.
Absent: 0.

NRCS STAFF REPORT: NO ACTION TAKEN.
DISTRICT MANAGERS STAFF REPORT: NO ACTION TAKEN.

FINANCIAL STATEMENTS AND BILLS: It was moved by D. Pierce and seconded by J. James to adopt their respective Financial Statements and authorize payment of claim vouchers.

Noes: 0.
Abstain: 0.
Absent: 0.

DIRECTORS COMMENTS:

1) D. Pierce requested staff to determine policy requirements to utilize DocuSign to process claim vouchers and other documents requiring board signatures.
2) D. Pierce provided a copy of a letter written to Apple Inc. recognizing their carbon program and the role RCD’s play in carbon farming throughout the State.
3) J. James announced that he attended the Diversity in the Workplace call hosted by the California Association of Resource Conservation Districts and summarized the topic of the call.

ADJOURN: 8:32 PM

NOTICE AMERICANS WITH DISABILITIES ACT

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Standard Form for Board Action Items

Consent Item #1

Title: Partnership Agreement between the El Dorado County Ag in the Classroom and the El Dorado Resource Conservation District.

Meeting Date: September 1, 2020

Attached Information:

1) Partnership Agreement between the El Dorado County Ag in the Classroom and the El Dorado Resource Conservation District.

Proposed Action: Board to authorize a contribution in an amount not to exceed $5,000.00 to the El Dorado Ag in the Classroom.

Proposed By: M. Egbert

Background: The Board adopted the FY2020/2021 Annual Budget with a $5,000.00 allocation for the El Dorado County Ag in the Classroom program. The Partnership Agreement outlines where the contribution will go and how it will be used. The Georgetown Divide Resource Conservation District also adopted their FY 2020/2021 Annual Budget with an equal contribution in the amount of $5,000.00 to support Ag in the Classroom. The Georgetown Divide Resource Conservation District authorized their contribution at their September 2020 regular meeting. Staff recommends authorization to provide a contribution not to exceed $5,000.00.
EL DORADO & GEORGETOWN DIVIDE RESOURCE CONSERVATION DISTRICTS

PARTNERSHIP AGREEMENT
JULY 1, 2020 – JUNE 30, 2021

MEMORANDUM OF UNDERSTANDING
This document serves as the Scope of Work for a 1-Year (2020-2021) funding partnership between El Dorado County Ag in the Classroom (EDC AITC) and the Resources Conservation Districts (RCD) of El Dorado and Georgetown Divide. The funding agreed upon is $5000 for each Georgetown and El Dorado, therefore totaling $10,000.00. AITC will provide a report to both RCDs’ Board of Directors in approximately May, as directed by RCD, on that fiscal year’s accomplishments. AITC will provide a Scope of Work and Budget Narrative annually in June, as directed by the RCD, to establish plans for the forthcoming year and to align to the RCD fiscal year. Upon approval RCD will release the funding, $5,000.00 per District in full to Ag in the Classroom for use to fulfill the scope of work as noted. Any major changes to the scope of work/budget narrative that should arise during the year shall be reviewed and approved by RCD before associated monies are redirected to new line items.

BACKGROUND/DISCUSSION
El Dorado County Ag in the Classroom, a local 501(c)3 organization, has existed for nearly 20 years. Over the last 5 years EDC AITC has grown substantially, reaching more than 2500 students per year with educational programming about agriculture and its role in the county and its economy in the context of local farms, ranches, forests, and watersheds. EDC AITC serves students and teachers from South Lake Tahoe to El Dorado Hills in school and community partnership engagement. During the 2018-2019 school year over 40 schools were engaged in one or multiple EDC AITC programs. The strength of EDC AITC community partnerships is demonstrated in sponsorships, volunteerism, in-kind support, etc. coming from over 100 El Dorado County organizations, businesses, and entities.

BUDGET NARRATIVE
Project Budget $10,000 as described below:

Phase 1 – July 1, 2020 – December 31, 2020

Personnel and Payroll Benefits
1. Community Connections Educators, Partners, Supporters
   Social Media Contractor
   Working under the direction of a Board of Directors to support the sustainability of Ag in the Classroom (AITC) within our community during this socially-distance public health crisis through a robust and regular communication presence through social media, newsletters, etc. including, but not limited to:
   a. Educators: Keeping educators informed including, but not limited to the latest happenings with AITC, including curriculum, videos, etc. available to deliver ag education via whatever school models are established (distance learning, hybrid, in-person).
   b. Partners: Working with established partners to support projects under development including, but not
limited to website overhaul, curriculum & kit development, virtual field trips, etc. to continue to meet our mission and bolster our partnerships.

c. Supporters: Keep supporters comprised of opportunities to support AITC financially or otherwise including, but not limited to newsletters, social media, community conversation forum, etc.

2. Website Overhaul
Website Developer Contractor $2500
Working under the direction of a Board of Directors complete a refresh of AITC’s website to provide easy and efficient access to curriculum, videos, and other educators’ tools critical in not only in our current educational environment, but long term as a 21st century education-based non-profit. AITC’s website was established 5+ years ago and the organization’s content has grown exponentially, and the current site is limited in its features and storage. An overhaul will allow it to support the delivery of existing content as well as content under development including, but not limited to curriculum units, lessons, educational videos, and virtual field trip videos. In our current education environment, a robust on-line platform is essential for both teachers and students to ensure success in content delivery. In addition, the internet is critical for maintaining contact with supporters and partners and key elements around partner and donor engagement must now be established on-line to ensure the long-term sustainability of AITC.

Operations
1) Operating Expenses $1250
   Necessary office access and internet and social media software to ensure the successful completion of the narrative objectives.

Total Phase 1 $6,000

Phase 2 – January 1, 2021 – June 30, 2021

Personnel and Payroll Benefits
Executive Director $3,200
Working under the direction of a Board of Directors to support the sustainability of Ag in the Classroom (AITC) within our community during this socially-distance public health crisis will be required to assess the current environment to determine 2020-2021 school year 2nd half plans to support the educators in our community while adhering to guidelines set-forth by the crisis managing entities (i.e. California and El Dorado County Offices of Education, California and El Dorado County Public Health Departments, Center for Disease Control, etc.) and drive program and content delivery to support the current environment and plan for 2021-2022 school year. This will include but is not limited to the continuous roll-out of new curriculum and videos as well as determining the protocol for returning to in-person programming. Maintaining critical partnerships and supporter relationships as well as actively seek out expansion opportunities. And 2020-2021 budget development. Includes payroll taxes and workers comp.

Operations
Operating Expenses $800
Necessary office access and internet and social media software to ensure the successful completion of the narrative objectives.

Total for Phase 2 $4000
## FY 2020-2021
El Dorado County Resource Conservation District
Annual Budget

### Revenues

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<th>Account #</th>
<th>Account</th>
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<td>Appropriated Funds</td>
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<td>1200</td>
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<td><strong>Total Revenue</strong></td>
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### Expenditures

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<th>Account #</th>
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<td>Wages - Permanent</td>
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<td>Wages - Temporary</td>
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<td><strong>Total Office Expenditures inc. 4501</strong></td>
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<td><strong>Total Expenditures</strong></td>
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% of Budget Variance: $0.00
Title: Memorandum of Understanding (MOU) between the El Dorado Resource Conservation District and the University of California, Berkeley School of Law’s Center for Law, Energy & the Environment to support the 2020/2021 GrizzlyCorps program.

Meeting Date: September 1, 2020

Attached Information:

1) Memorandum of Understanding (MOU) between the El Dorado Resource Conservation District and the University of California, Berkeley School of Law’s Center for Law, Energy & the Environment to support the 2020/2021 GrizzlyCorps program.

Proposed Action: Board to authorize signature of President C. Mitchell on MOU and authorize a payment in an amount not to exceed $20,000.00.

Proposed By: M. Egbert

Background: The District was awarded CAL FIRE Agreement #8GG19619 to implement the FA50 Phase IB project. The approved budget for this project included a budget line item of $40,000.00 to support the GrizzlyCorps (BearCorps) AmeriCorps program for two years. The authorization of $20,000.00 represents the first year’s contribution. There is not other financial impact to the District. Staff recommends the board adopting the MOU and authorizing a contribution not to exceed $20,000.00.
El Dorado & Georgetown Divide Resource Conservation District’s
Memorandum of Understanding

This Service Site Agreement between GrizzlyCorps and El Dorado & Georgetown Divide Resource Conservation District’s (“Project Partner”) outlines GrizzlyCorps and Project Partner responsibilities for Service Year 2020-2021.

GrizzlyCorps is based out of the University of California, Berkeley School of Law’s Center for Law, Energy & the Environment (CLEE) in partnership with the State of California through CaliforniaVolunteers. GrizzlyCorps is dedicated to helping rural communities in California plan for and implement two of the most promising solutions to the climate crisis: regenerative agriculture and forest resilience. All members of GrizzlyCorps (“Members”) are AmeriCorps members. As an AmeriCorps program, GrizzlyCorps is in accordance with the requirements put forth by CaliforniaVolunteers (“CV”) and the Corporation for National and Community Service (“CNCS”).

Contact Information
The following persons are identified as contacts for purposes of the administration of this agreement:

Eliza Munger
Program Manager, GrizzlyCorps
CLEE, UC Berkeley School of Law
eliza.munger@berkeley.edu
393 Simon Hall, Berkeley CA 94720-7200

Mark Egbert
District Manager, El Dorado & Georgetown Divide Resource Conservation District’s
Mark.Egbert@ca.usda.gov
100 Forni Road, Suite A
Placerville, CA 95667

ARTICLE I – GENERAL TERMS

1. The term of this agreement shall be for one complete service year by a GrizzlyCorps Member beginning September 9, 2020 and ending August 4, 2021. This agreement may be revised as necessary by mutual consent of both parties, by the issuance of a written amendment, signed and dated by both parties. No alteration or variation of the terms of this agreement shall be valid
unless made ir writing and signed by the parties hereto.

2. Either party may terminate this agreement, with sixty days (60 days) prior written notice to the other party.

3. Members shall not displace an existing Project Partner employee or position, including partial displacement such as reduction in hours, wages or employment benefits, as a result of a Member serving with the assigned Project Partner.

4. The Project Partner permits any photograph, audio recording, video or film taken by GrizzlyCorps or the Member in conjunction with the Member’s service for Project Partner to be used by GrizzlyCorps or CV for promotional or training purposes without the Project Partner’s express permission.

5. GrizzlyCorps reserves the right to visit Project Partner to evaluate Member progress. Any such visits will be made in the least disruptive manner possible with advance notice.

**ARTICLE II - GrizzlyCorps RESPONSIBILITIES**

1. GrizzlyCorps will provide a living allowance of up to $20,000 to Members and will also administer medical benefits to Members and handle any worker compensation claims.

2. GrizzlyCorps will provide regular professional development training to Members, including but not limited to, a multi-day orientation at the start of Members’ service and monthly webinar sessions.

3. GrizzlyCorps will host a 3-part Orientation for all Project Partners, as well as provide continued support to Project Partners with Member management throughout the 11-month service term.

**ARTICLE III – PROJECT PARTNER RESPONSIBILITIES**

**Management Responsibilities**

1. The Project Partner agrees that Project Partner’s cost-share match will be utilized for overall GrizzlyCorps program support and is not associated with any specific Member. Expenses covered by Project Partner’s match include, but are not limited to: Member recruitment, training, health care benefits, workers’ compensation, transportation, stipend, and service uniforms, and GrizzlyCorps program administrative costs.

2. The Project Partner will pay their cost-share match of $20,000 on the following schedule: 25% due by September 1, 2020. Invoice will be provided in advance. Remaining balance due quarterly upon invoice. Prepayment always welcome. If you need to provide special billing instructions please contact Eliza Munger.

3. The Project Partner agrees to provide adequate resources to support Member activities, including office space, desk and chair, use of a computer and internet service, an e-mail address, telephone, and any other necessary supplies such as, paper, postage, copier, etc.

**Member Orientation, Training, and Supervision**
Project Partner agrees to provide a Site Supervisor, who is responsible for the daily, direct supervision of
the Member, and who shall comply with the following:

1. Participate in the Member selection process, which includes participating in interviews with
potential Members via either video call or telephone.

2. Provide a safe and healthy work environment.

3. Participate in and/or watch recordings of all GrizzlyCorps Project Partner Orientations.

4. Provide and document completion of AmeriCorps-required Site Orientation with Member (which
includes a safety training). Submit signed Site Orientation Checklist to the GrizzlyCorps office
by October 5, 2020.

5. Work with Members to complete the GrizzlyCorps Member/Site Supervisor Agreement. Submit
original signed Agreement to the GrizzlyCorps office by October 5, 2020.

6. Ensure Members are making adequate progress toward GrizzlyCorps community service,
community building, and Member development objectives.

7. Conduct weekly check-ins with Members to discuss project progress, clarify project expectations,
and receive project guidance as necessary. These meetings should also provide a time and space
for Fellows and Site Supervisors to give feedback and express unmet needs.

8. Allow Members to utilize time during the service week to attend required
GrizzlyCorps/AmeriCorps/CV meetings and trainings (a schedule of required meetings and
trainings will be provided at the beginning of the service year).

9. Evaluate Member service progress at the beginning, middle and end of the year. Document these
evaluations and forward to the GrizzlyCorps office by the dates requested.

10. Ensure that one person from the Placement Site attends the annual Member Recognition and
Graduation Ceremony at the end of the Service Year. Date TBD.

11. Ensure that any Member disciplinary issues are resolved in accordance with the GrizzlyCorps
Disciplinary Policy.

12. Complete any reports and surveys required by GrizzlyCorps and/or AmeriCorps.

13. Ensure that GrizzlyCorps Members will not engage or participate in any of the following in their
official capacity as an AmeriCorps Member while under direction of Project Partner:

- Attempting to influence legislation;
- Organizing or engaging in protests, petitions, boycotts, or strikes;
- Assisting, promoting, or deterring union organizing;
- Impairing existing contracts for services or collective bargaining agreements;
- Engaging in partisan political activities, or other activities designed to influence the
  outcome of an election to any public office;
- Participating in, or endorsing, events or activities that are likely to include advocacy for
  or against political parties, political platforms, political candidates, proposed legislation,
  or elected officials;
- Engaging in religious instruction, conducting worship services, providing instruction as
  part of a program that includes mandatory religious instruction or worship, constructing
  or operating facilities devoted to religious instruction or worship, maintaining facilities
  primarily or inherently devoted to religious instruction or worship, or engaging in any
  form of religious proselytization;
- Providing a direct benefit to—
i. A business organized for profit;
ii. A labor union;
iii. A partisan political organization;
iv. A nonprofit organization that fails to comply with the restrictions contained in section 501(c)(3) of the Internal Revenue Code of 1986 related to engaging in political activities or substantial amount of lobbying except that nothing in these provisions shall be construed to prevent participants from engaging in advocacy activities undertaken at their own initiative; and
v. An organization engaged in the religious activities described in paragraph (g) above, unless AmeriCorps assistance is not used to support those religious activities;
   - Conducting a voter registration drive or using AmeriCorps funds to conduct a voter registration drive;
   - Fundraising activities;
   - Providing abortion services or referrals for receipt of such services; and
   - Such other activities as AmeriCorps may prohibit.

**Liability and Indemnification**

This MOU is not legally binding and imposes no enforceable obligations on the Parties. Project Partner shall defend, indemnify and hold harmless the State of California, GrizzlyCorps and their officers, agents and employees from any and all claims, demands, losses or liability of any sort arising (or alleged to have arisen) in whole or in part as a result of conduct undertaken by GrizzlyCorps or Project Partner officers, agents, employees and/or representatives in performance of these activities or otherwise in connection with them.

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**Signature**
Erwin Chemerinsky  
Dean, Berkeley Law

**Date**

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**Signature**
Chuck Mitchell  
President, El Dorado Resource Conservation District

**Date**

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**Signature**
Tim Palmer  
President, Georgetown Divide Resource Conservation District

**Date**

Meeting Date: September 1, 2020

Attached Information:


Proposed Action: Board to authorize signature of President C. Mitchell on agreement.

Proposed By: M. Egbert

Background: The USFS awarded the El Dorado County Fire Safe Council and the El Dorado Resource Conservation District Agreement #2020-11050300-13. Staff developed the scope of work in cooperation with the Fire Safe Council. The project involves conducting fuel load reduction activities in the communities of Grizzly Flat and Sierra Springs.
INDEPENDENT CONTRACTOR AGREEMENT
Grant Number: 2020-11050300-13

This Independent Contractor Agreement (the "Agreement") is made and entered between, El Dorado County RCD, a government agency hereafter referred to as "Contractor", the El Dorado County Fire Safe Council, hereafter referred to as the “EDCFSC” and the Grizzly Flat and Sierra Springs FSC’s, hereinafter referred to as the “Associate FSC’s.”

Whereas, the Associate FSC’s has requested that the EDCFSC provide fiscal sponsorship from grant funds received or to be received from a Grant funded source (Grant) for certain fire safe work (the Project) to be performed in the Associate FSC’s sphere of influence; and

Whereas, EDCFSC has agreed to provide such fiscal sponsorship to the extent that such Grant funds are available and both EDCFSC and Associate FSC’s have signed a Fiscal Sponsorship Agreement; and

Whereas, EDCFSC and Associate FSC’s desire to enter into this agreement with Contractor; and

Whereas, Associate FSC’s hereby agrees and consents to the Project being done within its sphere of influence and acknowledges such by executing this agreement; and

In consideration of the covenants and conditions hereinafter set forth, EDCFSC, the Associate FSC’s and Contractor agree as follows:

1. THE PROJECT/SCOPE OF WORK

Contractor shall perform the Project for the EDCFSC and the Associate FSC’s as more particularly set forth in the Scope of Work, marked Exhibit “A”, attached hereto and incorporated herein by reference. Project will be performed according to the terms of this Agreement and any exhibits made a part of this Agreement. Further, Contractor shall abide by the following, where applicable.

   A. Contractor will work with the Project Coordinator and the EDCFSC to insure compliance with the guidelines, conditions and criterions of the grant.

   B. Contractor will include enough layout time and supervision time to assure public safety and compliance with the Right of Entry Agreement, if any.

   C. Contractor will be sensitive to and responsive to property owner’s desires within the objectives of the Grant and this Agreement.
D. Contractor will be responsible for crew’s safety and sanitation needs.

E. Contractor shall comply with all established administrative processes (monthly contractor’s reports and invoicing) of the EDCFSC.

F. Contractor will protect any areas from disturbance that have been identified as an archaeological site, endangered plant or animal habitat, or watercourses. These areas, if any, will be discussed at the pre-operations meeting and will be considered as equipment exclusion zones.

G. Contractor will be responsible for ensuring protection of structures, property improvements, survey monuments and property corners, power lines and other utilities.

H. Residual trees will be protected from skin ups and damage.

I. Contractor will insure that any surface or other property disturbance in gaining access to and from the treatment area will be restored to original appearance at the conclusion of work.

J. Contractor must insure that erosion control measures are taken in the event their equipment damages the soil stability or at the direction of the Project Coordinator.

K. Any stream crossings shall be properly crossed without damage or shall be repaired if damaged.

2. RESPONSIBILITIES OF PROJECT COORDINATOR AND ASSOCIATE FSC

Project Coordinator shall cooperate with EDCFSC, the Associate FSC’s and the Contractor in the performance of this Agreement. Project Coordinator shall be responsible for overseeing and supervising Contractor’s performance under the terms of this Agreement. The Project Coordinator shall be the contact entity for Contractor in the performance of this Agreement and shall act as a liaison between Contractor and EDCFSC and Associate FSC’s. Project Coordinator shall report any issues relating to Contractor’s performance, requests for contract changes, or claims by Contractor immediately to EDCFSC and Associate FSC’s. The Project Coordinator shall be responsible for the timely preparation and submitting all Project documents as required by EDCFSC and/or the Grant.

The Associate FSC’s shall appoint the Project Coordinator subject to the approval of the EDCFSC. The Associate FSC’s shall supervise the performance of the Project Coordinator and report any irregularities to EDCFSC. EDCFSC shall have the authority to remove the Project Coordinator without cause.
3. **CONTRACTOR COORDINATION AND REPORTING TO PROJECT COORDINATOR**

Contractor shall report to the Project Coordinator. Contractor shall provide invoices, reports and required data sheets to the Project Coordinator by the 5th of each month on progress and accomplishments in the reporting period. This report may be submitted by mail or email. Email is preferred. The Project Coordinator shall provide a copy of the report to EDCFSC and the Associate FSC’s upon receipt from the Contractor. The Contractor shall also report to the Project Coordinator as soon as possible any problems or delays in the performance of the required services which report shall be immediately forwarded to EDCFSC and the Associate FSC’s.

4. **TERM**

This Agreement shall commence on 8/21/2020 and shall expire on 9/30/2022. Contractor agrees to complete the Project/Scope of Work on or before the expiration of the term set forth above. Contractor shall promptly report to Project Coordinator any problems or delays in the performance of the Project or matters that may affect the completion of the Project. Contractor shall be excused for any delay in completion of the Project caused by acts of God, Acts of EDCFSC, the Associate FSC’s or the Project Coordinator, fire season conditions preventing work, acts of a public utility, public body or inspector.

The EDCFSC may terminate the use of Contractor's services at any time without cause and without further obligation to Contractor except for payment due for services prior to date of such termination. Termination of this Agreement or termination of services shall not affect the provisions under Sections 13 and 14, hereof, which shall survive any termination.

5. **PAYMENT**

Contractor will be paid for services performed under this Agreement as follows:

A. Contractor shall be paid $408,500.00 as bid in the contractor’s proposal. Contractor shall not be paid more than the total sum of $408,500.00 unless this Agreement is amended in writing by all parties hereto.

B. On or before the 1st day of each month, Contractor shall submit an invoice, and such supporting documentation requested by the Project Coordinator, to the Project Coordinator for the services performed pursuant to the Project/Scope of Work (Exhibit A), since Contractor’s last invoice. Invoices shall show the period of the invoiced work, description of work performed. The Project Coordinator shall review the invoices and certify them as to their accuracy. The certification shall be provided to EDCFSC and the Associate FSC’s by the 5th day of each month. Invoices certified as to accuracy shall be paid by the EDCFSC by the 10th day of the following month or within 30 days of receipt whichever occurs later.
C. If Contractor's invoice represents partial payment of the Contract price, the invoice shall set forth the value of the work as determined in accordance with the percentage of the Project/Scope of Work completed.

D. Paragraph B above notwithstanding Contractor's invoice for final payment under this Agreement will not be paid unless Contractor provides a Waiver and Lien Release for the Project and if subcontractors and/or material providers were used on the Project, Waivers and Lien Releases are submitted by each subcontractor and material provider.

E. Contractor 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 to Contractor may be delayed. The Contractor will receive written notification if this situation does occur.

F. The maximum amount of funds available for contractor's service is described in exhibit A, Scope of Work.

G. It is mutually understood between the parties that this Agreement may have been written before ascertaining the availability of funds or appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays that would occur if the Agreement were executed after that determination was made.

H. This Agreement is valid and enforceable only, if sufficient funds are made available to the EDCFSC for the purpose of this Agreement. In addition, this Agreement is subject to any additional restrictions, limitations, conditions, or any statute enacted by the Congress, State Legislature, or the County's / City's governing board that may affect the provisions, terms, or funding of this Agreement in any manner.

I. It is mutually agreed that if sufficient funds are not appropriated, this Agreement may be amended to reflect any reduction in funds.

6. DONATIONS

Contractor shall not accept donations from the public. If the public wishes to make a donation they should be advised to do it directly to the EDCFSC.

7. USE OF CONTRACTOR'S VEHICLES

The use of Contractor's vehicles shall be limited to Contractor's employees and agents only.
8. ASSIGNMENT AND SUBCONTRACTING

Contractor understands and agrees that it has contracted with EDCFSC and the Associate FSC to perform Services as set forth in this Agreement and the specified Exhibits and Attachments. This Agreement may not be assigned by Contractor without the express written consent of EDCFSC and Associate FSC’s. Contractor may use subcontractors to perform services under this Agreement only if EDFSC is notified of such subcontractors in advance and expressly agrees in writing to such subcontractors. Contractor understands that the real property upon which the Project is to be performed is not owned by EDCFSC or the Associate FSC’s. As part of the consideration for EDCFSC agreeing to the use of any subcontractors, Contractor agrees to obtain from any such an agreement waiving and releasing any and all lien rights to such real property. If Contractor is not available to perform all the terms of this Agreement, the EDCFSC may terminate by giving notice as set forth herein.

9. LICENSES, PERMITS, TAXES, ETC.

Contractor represents and warrants to EDCFSC and Associate FSC that it has or will obtain all licenses, permits, qualifications and approvals that are legally required for Contractor to provide the services required by this Agreement. Contractor represents and warrants to EDCFSC and Associate FSC’s that Contractor shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement any licenses, permits, and approvals which are legally required for Contractor to provide the services required by this Agreement. Contractor shall comply with all Federal, State and local laws relating to Contractor’s performance of this Agreement.

10. PERSONNEL

Contractor shall assign only competent personnel to perform services pursuant to this Agreement. Contractor shall provide all staff necessary for completion of the services under this Agreement. In the event that EDCFSC, at its sole discretion, at any time during the term of this Agreement, desires the removal of any person or persons assigned by Contractor to perform services pursuant to this Agreement because of their incompetence and/or behavior, Contractor shall remove any such person or persons immediately upon receiving notice from EDCFSC of the desire of EDCFSC for the removal of such person or persons.

11. WARRANTIES

Contractor warrants that:

A. Contractor's agreement to perform the services pursuant to this Agreement does not violate any agreement or obligation between Contractor and a third party;

B. The services as delivered to the EDCFSC will not infringe any copyright, patent, trade secret, or other proprietary right held by any third party; and

8/21/2020
C. The services provided by Contractor shall be performed in a professional manner, and shall be of a high grade, nature, and quality. The services shall be performed in a timely manner and shall meet deadlines agreed between Contractor and the EDCFSC.

12. HEALTH, SAFETY, FIRE AND ENVIRONMENTAL PROTECTION

A. The Contractor and any subcontractor or agent shall comply with federal, state and local requirements pertaining to safety, health, fire and environmental protection.

B. In the event standards conflict, the standard providing the highest degree of protection and not in violation of any other applicable standard or law shall prevail.

C. Contractor shall follow all fire restriction in affect for the activities of the Project work and for each day Contractor is conducting services for EDCFSC. This shall be shown for each day they are conducting service. The minimum Fire Restriction Standards shall be a Fire Plan that complies with all State and Federal requirements.

13. MAINTENANCE OF RECORDS/AUDIT RIGHTS

A. Contractor shall keep such true and accurate accounts, records, books, and data pertinent to the performance of this Agreement. Contractor shall maintain all records related to this Agreement and make such records available to EDCFSC upon its request for inspection or audit throughout the Term of this Agreement and for a period of five (5) years after expiration or termination of this Agreement. This section shall survive expiration or termination of this Agreement.

B. EDCFSC shall have the right to inspect and audit Contractor’s accounting books, records and documents during normal working hours.

14. INDEMNITY

To the extent permitted by law, Contractor does hereby assume liability for, and agrees to defend, indemnify, protect, save and keep harmless the EDCFSC, the Associate FSC’s and their directors, officers, employees and independent contractors, including their successors and assigns and each and every one of them from and against any and all liabilities, obligations, losses, damages, penalties, fines, claims, actions, suits, costs and expenses and disbursements (including legal fees and expenses) of any kind and nature imposed, asserted against, incurred or suffered by the EDCFSC, the Associate FSC’s and their directors, officers, employees and independent contractors, including their successors and assigns by reason of damage, loss or injury (including death) of any kind or nature whatsoever to persons or property caused by or in any way relating to or arising out of:
A. Any willful wrongful act or any negligent act or action, or any neglect, omission or failure to act when under a duty to act on the part of Contractor or any of its officers, agents, servants, employees, in its or their performance hereunder, except to the extent caused by the negligence or willful wrongful act of EDCFSC, its directors, officers, employees and independent contractors;

B. Any claim of patent or copyright infringement or publication of defamatory material including EDCFSC's failure to request removal of such material in connection with the services performed and/or work products provided under this Agreement by Contractor or any of its officers, agents, servants, and employees; and

C. A release by Contractor or any of its officers, agents, servants, and employees, in its or their performance hereunder of any substance or material defined or designated as a hazardous or toxic substance, material or waste by any federal, state or local law or environmental statute, regulation or ordinance presently in effect, or as amended or promulgated in the future, but only to the extent that such release is not proximately contributed to or caused by EDCFSC, or its directors, officers or employees and independent contractors.

The parties shall establish procedures to notify the other party where appropriate of any claims, administrative actions or legal actions with respect to any of the matters described in this indemnification provision. The parties shall cooperate in the defense of such actions brought by others with respect to the matters covered in this indemnity. Nothing set forth in this Agreement shall establish a standard of care for, or create any legal rights in, any person not a party to this Agreement. The provisions of this section shall survive any termination or expiration of this Agreement.

15. CONFLICT OF INTEREST

A. Contractor covenants that Contractor presently has no interest and shall not acquire any interest, direct or indirect, which would conflict with the performance of services required to be performed under this Agreement.

B. Contractor shall not employ any EDCFSC or Associate FSC's official or employee in the work performed pursuant to this Agreement. No officer or employee of EDCFSC or the Associate FSC shall have any financial interest in this Agreement in violation of the applicable provisions of the California Government Code. Contractor warrants and covenants that no official or employee of the EDCFSC or the Associate FSC's, nor any business entity in which an official or employee of EDCFSC or the Associate FSC's is interested, (1) has been employed or retained to solicit or aid in the procuring of this Agreement; or (2) will be employed in the performance of this Agreement without the immediate divulgence of such fact to EDCFSC and the Associate FSC's.

C. Upon breach of this covenant by Contractor, EDCFSC may cancel this Agreement without any liability if Contractor fails to remedy such conflict within thirty (30) days of notice to Contractor. In its discretion, EDCFSC may also recover the full amount of any such compensation paid to such official, employee or business entity.
16. INSURANCE

Contractor shall provide certificates of policies of insurance evidencing that Contractor maintains insurance that meets the following requirements:

A. Workers Compensation coverage: Contractor shall maintain workers’ compensation insurance for all its employees.

B. Commercial General Liability Insurance of not less than One Million dollars ($1,000,000) combined single limit per occurrence for personal injury liability, bodily injury and property damage. Two Million dollars ($2,000,000) aggregate.

C. Automobile Liability Insurance of not less than Five Hundred Thousand dollars ($500,000) is required in the event motor vehicles are used by the Contractor in the performance of the Agreement. One Million dollars ($1,000,000) per accident for bodily injury and property damage combine single limit.

D. For the purpose of this Agreement there is no requirement for Professional Liability coverage.

E. EDCFSC, the Associate FSC’s and the Project Coordinator shall be named as additional insured on the Commercial General and Automobile Liability Insurance Policies and Contractor shall furnish certificates of insurance, satisfactory to the EDCFSC, as evidence that the insurance required above are being maintained.

F. The insurance will be issued by an insurance company acceptable to the EDCFSC or be provided through partial or total self-insurance likewise acceptable.

G. 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 at least thirty (30) days 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 Agreement, or for a period of not less than one (1) year. New certificates of insurance are subject to approval of the EDCFSC and Contractor agrees that no services shall be performed prior to such approval. In the event Contractor fails to keep in effect, at all times, insurance coverage as herein provided, EDCFSC may, in addition to any other remedies it may have, terminate this agreement.

H. The certificate of insurance must include the following provisions which state that: 1. The insurer will not cancel the insured’s coverage without thirty (30) days prior written notice to EDCFSC, and; 2. The EDCFSC, the Associate FSC’s, their directors, officers, employees, agents, volunteers, and independent contractors, are included as additional named insured for all operations under this Agreement. The coverage shall contain no special limitations on the scope of protection afforded to the EDCFSC, the Associate FSC’s, their directors, officers, employees or volunteers and independent contractors.
I. Contractor's insurance shall be primary in respect to the EDCFSC. Any insurance maintained by EDCFSC shall be excess of Contractor's and shall not contribute with it.

J. Any deductibles or self-insured retentions must be declared and approved by EDCFSC. At EDCFSC's option, either: Insurer shall reduce or eliminate such deductibles or self-insured retentions; or Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

K. Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the EDCFSC.

L. The insurance companies shall have no recourse against the EDCFSC or the Associate FSC's for payment of any premiums or assessments under any policy issued by any insurance company.

M. Contractor's obligations shall not be limited by the foregoing requirements and shall survive expiration of this Agreement.

N. In the event Contractor cannot provide an occurrence policy, Contractor shall provide insurance covering claims made as a result of performance of this Agreement for not less than three (3) years following completion of this Agreement.

O. Certificates of insurance shall meet such additional standards as may be determined by EDCFSC as essential for protection of EDCFSC and the Associate FSC's.

17. RELATIONSHIP OF PARTIES

Contractor is an independent contractor. Nothing in this Agreement shall be construed as creating an employer-employee relationship, a guarantee of future employment or engagement, or as a limitation upon the EDCFSC's sole discretion to terminate this Agreement at any time without cause. Contractor further agrees to be responsible for all of Contractor's federal and state taxes, withholding, social security, insurance, and other benefits. Contractor shall provide the EDCFSC with satisfactory proof of independent contractor status.

18. OTHER ACTIVITIES

Contractor is free to engage in other independent contracting activities, provided that Contractor does not engage in any such activities that are inconsistent with or in conflict with any provisions hereof, or that so occupy Contractor's attention as to interfere with the proper and efficient performance of Contractor's services as stated in Section 1. Contractor agrees not to induce or attempt to influence, directly or indirectly, any employee at the EDCFSC or the Associate FSC's to terminate his/her employment and work for Contractor or any other person.
19. PERFORMANCE BOND

A performance bond is not required under this agreement.

20. PREVAILING WAGE

This project does not require the payment of "prevailing wage".

21. NONDISCRIMINATION

During the performance of this Agreement, contractor and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex (gender), sexual orientation, race, color, ancestry, religion, creed, national origin (including language use restriction), pregnancy, physical disability (including HIV and AIDS), mental disability, medical condition (cancer/genetic characteristics), age (over 40), marital status, and denial of medical and family care leave or pregnancy disability leave. Contractor and its subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and its subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated there under (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

22. 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 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 I-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 the Project Coordinator and EDCFSC for inspection.

23. WAIVER OF CLAIMS AGAINST EDCFSC AND ASSOCIATE FSC

Contractor hereby waives any claim against EDCFSC and Associate FSC’s, their officers, employees or agents for damage or loss caused by any suit or proceeding directly or indirectly attacking the validity of this Agreement, or any part thereof or by any judgment or award in any suit or proceeding declaring this Agreement null, void or voidable or delaying the same or any part thereof from being carried out, or for breach or nonperformance of this Agreement.
CONTRACTOR, HEREBY ACKNOWLEDGES THAT THE REAL PROPERTY UPON WHICH
THE PROJECT IS TO BE PERFORMED IS NOT OCCUPIED BY THE
ASSIGNEE OR BY EXCULPTING THE AGREEMENT CONTRACTOR HEREBY
WAIVES ANY AND ALL LIENS ARISING WITH RESPECT TO THE REAL PROPERTY
UPON WHICH THE PROJECT IS TO BE PERFORMED AND AGREES TO OBTAIN
SUCH A WAIVER FROM ANY SUBCONTRACTORS REQUESTED TO PARAGRAPHS
OF THIS AGREEMENT.

8. WAIVER OF ANY PROOF

EACH PARTY IN THE EVENT IT IS PERMITTED BY APPLICABLE LAW,
HEREBY HEREBY WAIVES ALL RIGHT TO PROVE BY JURY ANY
INFRINGEMENT, DAMAGES OR ANY ACTION PROCEEDING OR CONTINGENCY
HEREON OR THEREOF, OR TO PROVE ANY OF ANY OTHER MATTER
APPEARING THEREIN, OR THEREOF.

9. RELEASE OF DAMAGE

A. NO LIMITATION

In no event shall CONTRACTOR OR CONTRACTOR'S AGENT, SUBCONTRACTORS,
MEMBERS, OFFICERS, DIRECTORS, OWNERS, MANAGERS, OR PERSONS
ASSOCIATED WITH CONTRACTOR OR CONTRACTOR'S AGENT, BE HELD
LIABLE FOR ANY DAMAGE TO THE REAL PROPERTY OR TO THE PERSONS
OF ANY PARTY, OR FOR ANY DAMAGE OR LOSS CAUSED OR CONSTRUCTIVE
CAUSED OR CONSTRUCTIVE DAMAGE OR LOSS CAUSED OR CONSTRUCTIVE

B. LIABILITY LIMITATION

EXCEPT WITH RESPECT TO DAMAGES FOR PERSONAL INJURY OR DEATH,
CAUGHT OR CAUSED BY CONTRACTOR OR CONTRACTOR'S AGENT,

C. WAIVER LIABILITY

EACH PARTY HEREBY HEREBY WAIVES ALL RIGHT TO PROVE BY JURY ANY
INFRINGEMENT, DAMAGES OR ANY ACTION PROCEEDING OR CONTINGENCY
HEREON OR THEREOF, OR TO PROVE ANY OF ANY OTHER MATTER
APPEARING THEREIN, OR THEREOF.

D. WAIVER OF ANY PROOF

EACH PARTY IN THE EVENT IT IS PERMITTED BY APPLICABLE LAW,
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EXCEPT WITH RESPECT TO DAMAGES FOR PERSONAL INJURY OR DEATH,
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EACH PARTY HEREBY HEREBY WAIVES ALL RIGHT TO PROVE BY JURY ANY
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HEREON OR THEREOF, OR TO PROVE ANY OF ANY OTHER MATTER
APPEARING THEREIN, OR THEREOF.

D. WAIVER OF ANY PROOF

EACH PARTY IN THE EVENT IT IS PERMITTED BY APPLICABLE LAW,
HEREBY HEREBY WAIVES ALL RIGHT TO PROVE BY JURY ANY
INFRINGEMENT, DAMAGES OR ANY ACTION PROCEEDING OR CONTINGENCY
HEREON OR THEREOF, OR TO PROVE ANY OF ANY OTHER MATTER
APPEARING THEREIN, OR THEREOF.
Ernest T. Long  

1st Vice Chair  

Mark Sprague, Attorney  

Key Campbell  

Chairperson  

3/22/2020
Exhibit A: Scope of Work
Contract Number: 2020-11050300-13

PROJECT SUMMARY: The El Dorado County Fire Safe Council (FSC) proposes to implement the El Dorado County Community Wildfire Protection Project (Project) which aims to reduce fuel loads and fire hazards and improve forest health within the Wildland Urban Interface/Intermix (WUI) zone. The Project is an innovative all-lands hazardous fuel reduction project aimed to create fire resilient forest ecosystems and fire-adapted human communities. The emphasis of the Project is on connected treatments across federal and non-federal lands designed to defend hardened infrastructure points, high value investments and critical habitats. Management actions would commence in 2020 and be completed by 2023. Proposed activities would include non-commercial thinning of mixed conifer natural stands, roadside vegetation clearing including hazard tree removal, mastication of woody fuels, and watershed restoration activities.

The Project has identified two locations where fuel hazard reduction activities will take place:

1) Sierra Springs Shaded Fuel Break (SS-2)
2) Grizzly Flats Hazardous Fuels Reduction Project (GF-18)

The FSC will partner with the El Dorado Resource Conservation District (RCD) who will serve as the administrative agency responsible for the 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.

PROJECT JUSTIFICATION: The Project is exemplified by its inclusion in the El Dorado County Community Wildfire Protection Plan (CWPP). The landscape encompassed by these efforts is representative of the current state of the Sierra Nevada as evidenced by the devastating effects of recent fires (including the 2014 King Fire), drought and insect associated tree mortality and the susceptibility of human communities, ecosystems and watersheds to such catastrophic events. The values to be protected in this watershed are critical to the local and regional economy and to ecosystem health.

Activities proposed in this Project will include pre-treatment and post-treatment descriptions of site conditions and Project results relative to vegetative conditions and wildfire hazard reduction goal accomplishments. Fuel reduction activities will focus on reducing fire hazard, improving tree growth, and increasing forest resilience. Treatments will eliminate the vertical and horizontal continuity of vegetative fuels for the purpose of reducing the rate of fire spread, duration and intensity, fuel ignitability, and ignition of tree crowns. The prescriptions used may include mechanical and hand thinning, removal of ladder fuels and treatment of slash. No merchantable trees will be removed by the project and vegetation will be treated on-site or removed, rather than burned, or shipped to a biomass plant for energy production if feasible. Because the Project area is within a Tier I or II tree mortality zone, there are incentives for biomass plants to utilize the material.
SCOPE OF WORK (PROJECT DESCRIPTION)

The proposed Project addresses the risk of wildfire and would directly reduce wildfire potential to forests and adjacent communities within the Wildland-Urban Interface (WUI). The Project has two distinct units where fuels management will take place:

3) Sierra Springs Shaded Fuel Break (SS-2). The Sierra Springs community is defined, for the purposes of this Project, as an area located south and west of Pollock Pines, bordered generally by the ridgeline above Sly Park and Camp Creeks on the east and Starkes Grade Road on the west. The Sierra Springs subdivision is located in the center of the planning area. The Sierra Springs Owners Association includes approximately 638 properties. The Sierra Springs Fire Safe Council was founded in 2016 and encompasses an area that generally corresponds to the planning area. There are an estimated 1034 housing units present in the Project area.

4) Grizzly Flats Hazardous Fuels Reduction Project (GF-18). The Grizzly Flats community is defined for the purposes of this Project as an area located near the southern county border adjacent to lands managed by the Eldorado National Forest.

Specific objectives include:

1) Support an all-lands approach to create fire resilient and fire-adapted communities,

2) Use existing fuel breaks and forest treatments to create large, more fire resilient fuel breaks,

3) Protect communities, infrastructure, and forest resources within the WUI,

4) Conduct vegetation prescriptions to reduce fire hazard, improve tree growth, and increase forest resiliency;

5) Conduct vegetation prescriptions to reduce the rate of spread, duration and intensity, and fuel ignition of crowns;

6) Retain or enhance ecosystem processes compatible with the fuel hazard reduction prescription;

7) Utilize the project as an educational opportunity to increase community awareness associated with living in a WUI;

The following tasks are developed to provide the administrative framework to ensure successful implementation:

Task 1: Administration / Project Management: Project Administration and Management of this project, outlined in the Scope of Work, will be the responsibility of the El Dorado Resource Conservation District (RCD) and includes: technical and administrative services needed for project completion; assurance the project as described under the Scope of Work 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 the United States Forest Service (USFS)
under this Agreement. The RCD will provide administrative personnel, Professional Archaeologist and Licensed Registered Professional Foresters.

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 the USFS. All reports shall be submitted to the USFS representative and shall be submitted in both electronic and hard copy forms. If requested, FSC shall promptly provide any additional information deemed necessary by USFS for the approval of reports. The timely submittal of reports is a requirement for initial and continued disbursement of Federal funds.

Deliverables:

1) Quarterly Progress Reports: FSC shall submit Quarterly Progress Reports with billing invoice summarizing work progress. Quarterly Progress Reports shall provide a brief description of the major accomplishments, updates on the planning efforts, implementation progress (acres treated), and will identify any issues that may need to be addressed in the performance of the work under this Agreement during the reporting period.

2) Project Completion Report: Upon completion of the project, FSC shall submit to USFS a Project Completion Report. The Project Completion Report shall be submitted within ninety (90) calendar days of Project Completion. The Project Completion Report shall summarize work completed under this agreement. This shall include maps, pictures, and recommendations for future maintenance of the shaded fuel break.

3) 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: Environmental Compliance.

Task 2.a: Define Project Area. Preliminary project area maps follow. These maps will be refined to indicate the boundaries of participating parcels, access and locations of existing or proposed improvements. It will identify vegetation treatments being completed in coordination with partner organizations and agencies such as the U.S. FOREST SERVICE to ensure complimentary efforts in regard to project planning, desired conditions, cumulative impacts, resource attainment and non-duplication of efforts. As part of this task the FSC will obtain formal consent from all participating property owners and conduct additional preliminary reconnaissance on each parcel.

Deliverables:

1) Project treatment maps and shapefiles 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).

2) Right of Entry Agreements with participating landowners.

3) Agency coordination meeting agendas and meeting minutes.

Task 2.b: CEQA/ NEPA Clearance. Once the project area has been delineated and the prescription plans have been completed, RCD will conduct CEQA clearance on State Responsibility Areas (SRA) and assist the U.S. FOREST SERVICE on NEPA clearance on
Federal Responsibility Areas (FRA) where NEPA has not been completed. The RCD will acquire a Professional Archaeologist and Registered Professional Forester to help complete the work described under this task.

Deliverables:
1) Prepare NEPA/CEQA Project Record Reports:
   a. The RCD will develop an existing conditions report detailing soil types, vegetation types, potential list of sensitive species and habitat types.
   b. The RCD will develop treatment specification and design criteria.
   c. The RCD will provide the U.S. FOREST SERVICE with Archaeological Records from the North Central Information Center. The RCD will prepare a cultural resources and inventory report.
   d. The U.S. FOREST SERVICE will be responsible for other resource specialist reports, if required, such as Biological Assessments and Evaluations (terrestrial wildlife, aquatic wildlife, and botany), Management Indicator species report, Noxious Weed Risk Assessment, Hydrology and Cumulative Watershed Effects Analysis, fuels analysis and Cultural Resource Report. Specialist reports to support CEQA will be prepared separately.
2) The RCD will assist the U.S. FOREST SERVICE prepare the NEPA documents for public review.
3) The RCD will assist the U.S. FOREST SERVICE to address public comments that are submitted during scoping and legal comment periods.

Task 3: Vegetation Treatments.

Sierra Springs Shaded Fuel Break (SS-2)

SS-2 is a proposed shaded fuel break (225 +/- acres) on the ridgeline forming the southern and eastern boundaries of the project area. Access to the proposed fuel break above Sly Park Creek and Camp Creek is limited to a few roads including Two Pond Road, Cambria Court, Meadowlark Way, Overland Way and Johnson Lane. A portion of the fuel break is located along Sly Park Road. Fuel loads in this area are extremely high and there is a large amount of vacant land. The proposed fuel break falls off steeply into the Camp Creek inner gorge. Limited clearing has been done on some developed lots to comply with defensible space regulations.
Grizzly Flats Hazardous Fuels Reduction Project (GF-18)
The GF-18 Hazardous Fuel Reduction Project is on private land adjacent to the Eldorado National Forest (ENF). Caldor Road (9N45) traverse the private property island of land, known as Henry’s Diggins, within the ENF. Caldor Road and multiple tributary forest roads off of Caldor Road providing access to the portion of the ENF south of Henry’s Diggins. The primary treatment areas are categorized as roadside treatment along both sides of Caldor Road and the multiple tributary roads. Caldor Road crosses both private land and ENF land. The treatment areas are only along the private land roads within Henry’s Diggins. The treatment areas are described as follows:

Treatment Area “A”: Treatment Area “A” includes treating a 200’ wide area along both sides of Caldor Road for the full west to east length of Caldor Road through Henry’s Diggins.

Treatment Area “B”: Treatment Area “B” includes treating a 200’ depth along both sides of the designated tributary roads for their full length between Caldor Road and the Henry’s Diggins Southern boundary. These roads are described by location on the following map, including two of the roads being identified on the map as USFS roads 9N45Q and 0N66.
FUELS TREATMENT PRESCRIPTIONS:

Roadside Vegetation Treatments
Roadside vegetation removal is intended to create safe ingress and egress for fire personnel and escape routes for residents. Objectives include removing trees less than 12” DBH on both improved and unimproved private property. No ground disturbing equipment (i.e. bulldozer or excavator pushing soil) will be utilized. The treatments will be constructed by a combination of treatments to include mechanical (mastication / chipping) and/or hand crews utilizing hand tools. The type of treatment will depend on topographic variables, vegetation cover, and abilities of contractor. Prescription / treatment methods are summarized below.

- Horizontal spacing of “Leave Trees” will be achieved by removing trees up to a maximum 12” DBH (4 3/4”), as measured above the ground on the uphill side of the tree, to an average spacing of 40 feet between the remaining trees (Leave Trees). Native trees and shrubs shall be removed unless flagged by supervising forester. All non-native trees and brush shall be removed.

- Vertically spacing will be achieved by limbing uncut trees to a 10’ height above the ground, not to exceed 1/3 of the tree’s height (limbs to be clean cut). All trees immediately adjacent to and hanging over the road will be limbed to 16” above the ground (not to exceed 1/3 of the tree’s height) to accommodate responding emergency equipment.

- Dead and dying material of any size and species, as classified as a safety and or hazard/danger tree by the Supervising Forester, within roadside clearing limits, will be processed through mastication, chipping or otherwise disposed of off-site. Any material previously marked by PG&E for removal will not be disturbed.

Hand Cutting and Chipping (Optional):
Hand thinning and chipping should be accomplished using a hand crew with chainsaws and a chipper. The contractor will be required to cut material up to 12” DBH with 40’x40’ spacing between uncut trees / “Leave Trees”. A minimum 95% of the shrubs should be treated. All uncut trees will be limbed up to 10’ above the ground and provided a clean cut of limbed branches. No debris shall average more than 4” in depth over the entire project area. Vegetation will be cut to within 4” of the ground surface or other obstacles such as rocks fence lines etc. All chainsaw cut trees shall be left with a flat and horizontal surface. All cut vegetation will be kept within the treatment boundaries. Any cut vegetation falling into ditches, roads, road banks, trails, or adjacent property should immediately be removed. Chips may be removed from the site and converted to energy or other products or scattered throughout the project area.

Mastication (Optional):
A rubber tired or tracked excavator type masticator with boom arm maybe used in lieu of hand treatment. The machine should be able to work on native surface and paved roads without damaging the road surface. In Residential neighborhoods, the masticator must be able to reach the prescribed clearing limits of up to 50’ from the edge of the traveled road surface. In open forest landscapes, tree access is not limiting, except by terrain.
Mastication will follow the same general treatment specifications as hand cutting and chipping for tree/shrub retention and spacing. The mastication head will be operated above the ground surface causing no ground disturbance. Masticated material will not exceed 18” in length or 3” in diameter, and shall be distributed so as not to exceed 4” in depth. All masticated stumps should be cut to within 4” of the ground or other obstacles such as rocks fence lines etc.

Piling and Pile Burning: Not allowed.

ROAD PRIORITY
Contractor will coordinate with the FSC, RCD and supervising forester on the timing and order of roads to be treated. The contractor (or field supervisor) is required to participate in a pre-work inspection of each road segment to clarify treatment clearing limits and to identify any sensitive areas or special requirements. The Contractor shall give the supervising forester 48-hour notice before starting on each road segment. The timing and order may be subject to change dependent on the availability of traffic control for the roads.

TRAFFIC CONTROL
The contractor will provide traffic control equipment and personnel, in accordance with El Dorado County Department of Transportation Standards on all County roadways. Traffic control shall be included in the cost estimate for the project. The contractor will assure that each roadway is passable to local traffic at least once every 15 minutes and efforts will be made to allow vehicles to pass as quickly as possible.

SHADeD FUEl BREAK
See Fuels Treatment Prescriptions for discussion of shaded fuel break treatments.

Achievement towards reaching goals will be measured in acres treated and further documented in pre & post treatment photo documentation.

SCHEDULE
The project will commence upon receipt of agreement and terminate no later than September 15, 2022.

EXPANDED PROJECT BUDGET
The Project budget contains:

- A FSC indirect Fiscal Sponsor Fee (cost) of 5%. Budget: $21,500.00.
- A direct costs for contractual services as follows:
  - Project Management: Project Management (12%) will be the responsibility of the RCD and includes: technical and administrative services needed for project completion; supervisor and review of all work performed; assuring that the project is completed within the budget, performance period, and in accordance with approved procedures, applicable laws, and regulations. The RCD will prepare quarterly progress reports, draft and final completion reports. Budget is $51,600.00.
  - Environmental Compliance. The RCD proposes to complete CEQA and to assist the U.S Forest Service with completing NEPA. Budget: $6,000.00.
• Professional Services. The RCD proposes to acquire a professional Archaeologist to collect archaeological records and to perform pre-implementation surveys and to provide a cultural resources report to the U.S. Forest Service. Budget: $20,000.00.

• Professional Services. The RCD proposes to acquire a Registered Professional Forester to assist with project tracking and oversight of contractors and ensure adherence to the treatment prescriptions, the RCD's fire plan, and all local, state and federal regulatory requirements. Budget: $44,000.00.

• Construction Services. The RCD proposes to acquire a construction contractor to perform vegetation treatments. The 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 State. The budget allocation and estimated acres proposed to be treated are based on current rates being paid for similar work in nearby areas. Budget: $286,900.00.

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Title: Electronic Signature (DocuSign/Adobe) processing.

Meeting Date: September 1, 2020

Attached Information:

1) None.

Proposed Action: Staff to provide procedure/policy update regarding the District to process claim vouchers/journal entries/agreement through electronic signature processes.

Proposed By: M. Egbert

Background: The County is currently accepting digital signatures on claim vouchers and journal entries. They require that they be included in all emails between the District Manager and board members that details what the claim is paying and the total of the claim or journal. Attached to the email should be a PDF version of the claim or journal voucher and the invoices to be paid or any back up for the journal. The email should ask the board members to review the claim and then digitally sign the document and then return the email that they approve consistent with the action taken at the time of the meeting where the claim/journal was approved. A minimum of three signatures is required as described in the approved Signature Authorization Form.

Staff is working on digital signature processes and policy. Adobe and DocuSign are both relevant signature certification software applications. The costs are relatively low for either program compared to the efficiencies created curing the current Covid-19 directives.
Title:  Vacancy Announcement for the Position of Field Technician.

Meeting Date:  September 1, 2020

Attached Information:

1)  Vacancy Announcement.
2)  Agreement # 8GG19619 project budget.

Proposed Action: Board to authorize posting vacancy announcement for the position of Field Technician.

Proposed By:  M. Egbert

Background:
The District was awarded CAL FIRE Agreement # 8GG1961. The agreement contains a budget line item to support a part-time Field Technician at the rate of $25.00/hour at no more than 3-days per week. The term of the position ends March 30, 2022, unless extended. The position will also be supported by the Georgetown Divide Resource Conservation District through the USFS Agreement #20-PA-11050300-19. The Georgetown Divide authorized recruitment for the position at their September 2020 regular meeting.
Vacancy Announcement
Field Technician

Background:
Resource Conservation Districts are grassroots government organizations that advise and assist individual landowners and public agencies in planning and implementation of conservation practices for the protection, restoration, or development of land, water, and related natural resources. The El Dorado County Resource Conservation District (1940) and the Georgetown Divide Resource Conservation District (1953) - (RCD's) are local, independent, non-enforcecement, non-regulatory, self-governed districts organized under Division 9 of the Public Resources Code. Each RCD advises and assists individual landowners and public agencies in planning and implementation of conservation practices for the protection, restoration, or development of land, water, and related natural resources.

Position: The purpose of the Project Coordinator is to facilitate watershed-scale collaborations, promote integrated management efforts, and support implementation activities within El Dorado County.

Appointment: Part-Time (24 hours/week)/ Term position ending March 30, 2022 unless extended.

Position Funding: The position of Project Coordinator is funded at a rate of $25.00 per hour.

Qualifications:
- Bachelor's degree or equivalent with focus on forestry, agriculture, resource management, or related field.
- Strong written and verbal communication skills.
- Highly organized and motivated self-starter with the ability to prioritize.
- Ability to work independently as well as part of a team.
- Valid California driver's license, clean driving record, and current auto insurance.

Duties and Responsibilities:
- Completing project-related tasks, coordinating with cooperators and stakeholders, to support project design, planning, permitting, implementation, monitoring, documentation, development and administration of contracts, tracking budgets, and preparation of reports.
- Coordinate monitoring activities, including collecting data in the field, data entry, equipment preparation and maintaining supplies.
- Assist with responses to landowner requests for technical assistance as appropriate.
- Coordinate and assist with outreach activities and educational workshops including social media.
- Other duties as assigned.

To Apply: Interested candidates must submit a resume, cover letter and three professional references by 4:00 p.m. September 16, 2019. Applications received after that date may NOT be considered. Mail complete packets to: El Dorado & Georgetown Divide Resource Conservation Districts, 100 Forni Road, Suite A, Placerville, CA 95667. Electronic files are allowed and must be sent to Mark.Fgbert@ca.usda.gov. Please clearly identify position being sought in first sentence of the cover letter.

*The Resource Conservation Districts prohibit any discrimination in their programs on the basis of race, color, national origin, sex, religion, age, disability, political beliefs, and marital or familial status.*
## Worksheet 1: Grant Info

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Title: Fire Adapted 50 Phase IB – Wildland Fire Protection Program.

Meeting Date: September 1, 2020

Attached Information:

1) An informational packet will be provided to the Board as a separate file.

Proposed Action: Board to adopt Notice of Intent to Award and authorize signature of President C. Mitchell on respective agreements as follows (Presentation and staff recommendation to be provided at the time of the meeting)

   a. Environmental Consulting Firm (Agreement #03-2020)
   b. Register Professional Forester – Planning/ GHG Verification (Agreement #04-2020)
   c. Register Professional Forester – Forest Practice Compliance (Agreement #05-2020)

Proposed By: M. Egber

Background:

The District authorized the Request for Proposals at their August 2020 regular meeting. The proposals submittal deadline was August 27, 2020. The evaluation committee conducted the evaluation process on August 28, 2020. The Request for Proposals, proposals, evaluation scoring summary and staff recommendation will be presented to the board in a separate electronic file. The board may take the recommendation of the evaluation committee and authorize a Notice of Intent and authorize execution of agreement.
Title: Planning and Budget Committee Meeting.

Meeting Date: September 1, 2020

Attached Information:

1) None.

Proposed Action: Board to authorize meeting of the Planning and Budget Committee to discuss the following items:


Proposed By: M. Egbert & D. Pierce

Background:

Additional information will be presented at the time of the meeting by staff and Director Pierce.
Project Receivables

Summary Report
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<th>Project Name</th>
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## Agreement #: 5GG17101 (RCD & FSC)

**Patterson Ranch Load Reduction Project**

### Billing Analysis Summary - 9/1/20

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*Landowner mitigation fee. The FSC paid a landowner $500 to replace a Ponderosa Pine tree that was incidentally removed. It was agreed upon by the FSC and RCD to deduct the RCD administrative budget by $500 to account for these funds.*
<table>
<thead>
<tr>
<th>Budget Item</th>
<th>Description</th>
<th>Budget</th>
<th>Current Expenditures</th>
<th>Cumulative Expenditures</th>
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INVOICE
AUBURN OFFICE
11521 Blocker Drive, Ste. 205
Auburn, CA 95603
p (530)823-4670  f (530)823-4665

BILL TO:
Sierra Nevada Conservancy
Attn: Administration
11521 Blocker Dr, Ste 205
Auburn, CA 95603

Grant Number: 8G916601
Grantee: El Dorado RCD
Project Name: CEQA for SRA Projects
Grant Period: 6/03/2019 - 3/15/2022
Invoice Period: 4/11/20-7/17/20
Payment Type: [ ] Quarterly Payment  [ ] Final Payment  [ ] Match Only

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<th>REIMBURSEABLES EXPENDED TO DATE</th>
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Amount to be Reimbursed $7,467.03

Check all those that apply:
[ ] Supporting documentation attached (required for Quarterly & Final Payment)
[ ] Project Progress Report (Interim) or Project Completion Report (Final)

CERTIFICATION: I certify that I have the full authority to execute this payment request on behalf of the Grantee. I declare under penalty of perjury, under the laws of the State of California, that this request and accompanying documents for the above referenced grant is true and correct to the best of my knowledge, and represents actual allowable disbursements made for the work performed in accordance with the conditions of the grant.

Signature of Authorized Official  Date  Title

SNC USE ONLY
Payment approval signature (Project Manager)  Date
The FY2019/2020 County Financial Reports have not been provided as of the time of the meeting. The financials will be provided once received.
### FY 2019-2020

El Dorado County Resource Conservation District

#### Financial Statement

**Revenue Accounts #**

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<thead>
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<th>Account</th>
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<th>August</th>
<th>September</th>
<th>October</th>
<th>November</th>
<th>December</th>
<th>January</th>
<th>February</th>
<th>March</th>
<th>April</th>
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<th>June</th>
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**Total Revenue** $2,055,854.48

**Expenditure Accounts #**

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<th>October</th>
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<th>January</th>
<th>February</th>
<th>March</th>
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**Total Salary & Benefits** $211,109.41

**Insurance Liability** $6,000.00

**Mandatory Payroll Deductions** $25,000.00

**Paid in Advance** $21,300.00

**Office Supplies** $500.00

**Postage** $500.00

**Sales Tax** $500.00

**Subscriptions** $500.00

**Bank Loan** $100.00

**Printing** $10,000.00

**Professional Services** $32,500.00

**Publications** $500.00

**Special Projects** $1,942,793.02

**Total Project Expenditures** $2,055,854.48

**Total Expenditure** $2,055,854.48

**% of Budget Variance** 0.00%
## FY 2020-2021

El Dorado County Resource Conservation District
Draft Annual Budget

### Revenues

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**Total Revenue** $1,312,474.55

### Expenditures

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</tr>
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<td>3050</td>
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**Total Salary & Benefits** $196,651.65

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<td>4600</td>
<td>Transpo. &amp; Travel</td>
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**Total Office Expenditures** $63,625.00

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**Total Office Expenditures inc. 4501** $1,115,923.00

**Total Expenditures** $1,312,474.55

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<tr>
<th></th>
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<tr>
<td></td>
<td>$0.00</td>
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</table>
**Outside District Claim Form**

**Prepared By:** Mark Egbert  
**Dept.:**  
**Contact Phone:** 512-304-4720  
**FILE NAME:**  
**AUDIT BY:**  
**DATE:**  

---

The articles for services described by the invoices attached and listed below were approved and are included in the district budget that has been adopted by the Board of Directors and are necessary for use by the district and have been delivered or performed and that no prior claim has been presented for said articles or services. I further certify I am authorized by the Board of Directors to approve payment requests to the Auditor/Controller for the attached invoices.

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<thead>
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<th>AL#</th>
<th>VENDOR</th>
<th>INVOICE #</th>
<th>AMOUNT</th>
<th>FILE NAME</th>
<th>DATE</th>
<th>DRG</th>
<th>OBJECT</th>
<th>DESCRIPTION (LIMIT 50 CHARACTERS)</th>
<th>AMOUNT</th>
<th>VENDOR NAME</th>
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**Document Total:** $5,014.51

---

**Note:**
SNC TCSI All Land Restoration Program

Submitted to:

El Dorado Resource Conservation District

Submitted by:

Richard R. Harris, RPF 1961

August 25, 2020

Invoice #03-2018-14 SNC TCSI

This progress report covers the period of August 1-25, 2020. It is submitted pursuant to my Consulting Agreement #03-2018. During this time, the following work was accomplished:

Community Vegetation Management Plans

- Prepared Copperton Road community plan and Initial Study.
- Worked with District Manager on plan for Rescue community.
- Met with representatives of Rescue community on August 10.
- Conducted field review of Rescue community on August 25

Activities Planned for Coming Month:

- Complete draft plan for Rescue community.
- Commence work on other plans as directed by the District Manager.

Invoice for Consulting Services
August 1-25, 2020

Labor: 20.5 hours

Total 20.5 @ $85/hour = $1742.50

Respectfully submitted,

Richard R. Harris

825 Justin Way
Dixon, CA 95620
(707) 685-5508
rrharrisconsulting@gmail.com

[Signature]

OK to Pay: Yes [ ] No [ ]

Amount: $1742.50 Charge To: "YS" [ ]

Authorized By: [ ] Date: 7/1/20

Comments: 8/0 SNC TCSI page 14
<table>
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<th>Billed Summary</th>
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<td><strong>Balance</strong></td>
<td><strong>$49,605.00</strong></td>
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</table>
Conservation Planning and Technical Assistance

Submitted to:

El Dorado County Resource Conservation District

Submitted by:

Richard R. Harris, RPF 1961

August 25, 2020

Invoice #03-2018-12 (CARCD RCPP)

This progress report covers work performed between July 15-August 25, 2020. It is submitted pursuant to my Consulting Agreement #03-2018 (Amendment #1). During this time, the following work was accomplished:

Forest Management Plans

- Conducted field review of two properties (Renner and Hume) on August 4 and August 7.
- Prepared draft plans for Renner and Hume properties and submitted to District Manager and landowners for review.

Activities Planned for Coming Month:

- Finalize plans for Renner and Hume properties.
- Prepare plans for other properties identified for outreach.
- Other tasks as assigned by the District Manager.

Invoice for Consulting Services

August 25, 2020

Labor: 22.5 hours

Total 22.5 @ $85/hour = $1912.50

Respectfully submitted,

Richard R. Harris

825 Justin Way
Dixon, CA 95620
(707) 685-5508
rrharrisconsulting@gmail.com
<table>
<thead>
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<th>Invoices</th>
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<td>Invoice #12</td>
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<td>Invoice #13</td>
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</table>

**Total Invoice Summary:** $20,952.50  
**Balance:** $2,047.50
Sly Park Vegetation Management Project (SNC)

Submitted to:

El Dorado Resource Conservation District

Submitted by:

Richard R. Harris, RPF 1961

August 25, 2020

Agreement #03-2018 invoice #9 (SNC Sly Park)

This progress report covers the period of July 15-August 25, 2020. It is submitted pursuant to my Consulting Agreement #03-2018 (Amendment #1). During this time, the following work was accomplished:

Monitoring and Greenhouse Gas Analysis

- Conducted monitoring of operations on August 3, 2020 and prepared report of findings.

Activities Planned for Coming Month:

- Continue monitoring project operations.
- Coordinate with Spatial Informatics on greenhouse gas analysis.
- Commence preparation of completion report.

Invoice for Consulting Services

July 15-August 25, 2020

Labor: 10 hours

Total Due 10 @ $85/hour = $850.00

Respectfully submitted,

Richard R. Harris

825 Justin Way
Dixon, CA 95620
(707) 685-5508
rrharrisconsulting@gmail.com
<table>
<thead>
<tr>
<th>Sly Park Professional Services</th>
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<td>Task D: Reporting, Monitoring, GHG</td>
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<tr>
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<tr>
<td>Balance</td>
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</table>
**INVOICE**

To: Mr. Mark A. Egbert, District Manager  
El Dorado Resource Conservation District  
100 Forni Road, Suite A  
Placerville, CA 95667

Email to: Mark.Egbert@caoacdnca.net

Invoice Date: August 5, 2020
Invoice Period: August 1-5, 2020
Invoice #: EDRCD 2020-02 Copperton

From: Eddy Struffenegger  
Consulting Forester, RPF #2200  
140 Creek View Court  
Sutter Creek, CA 95685  
EIN 555-72-9547  
email: edstruff@volcano.net

Job/Project: Tahoe Central Sierra Initiative, Copperton Fuels Modification Project

All work invoiced below performed by Ed Struffenegger, RPF #2200

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<tr>
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</table>

**OK to Pay:** Yes  
**Amount:** $312.50  
**Charge To:**  
**Authorized By:**  
**Date:** 9/1/20  
**Comments:** Ed Sullivan Copperton  
**#9848**
**INVOICE**

To: Mr. Mark A. Egbert, District Manager  
El Dorado Resource Conservation District  
100 Forni Road, Suite A  
Placerville, CA 95667

Invoice Date: July 31, 2020  
Invoice Period: July 1-31, 2020  
Invoice #: EDRCD 2020-01 Texas Hill

Email to: Mark.Egbert@ca.nacdnet.net

From: Eddy Struffenegger  
Consulting Forester, RPF #2200  
140 Creek View Court  
Sutter Creek, CA 95685  
EIN 555-72-9547  
email: edstruff@volcano.net

Job/Project: Tahoe Central Sierra Initiative, Texas Hill Fuels Modification Project

All work invoiced below performed by Ed Struffenegger, RPF #2200

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<thead>
<tr>
<th>Date</th>
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**TOTAL**  
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$750.00

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OK to Pay: Yes ✗ No  
Amount: $750  
Charge To: 4501  
Authorized By:  
Date: 7/1/20  
Comments: 60 SVC TCDI CDQA Recusal
**CORPORATE ACCOUNT SUMMARY**

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<th>Previous Balance</th>
<th>Purchases And Other Charges</th>
<th>Cash Advances</th>
<th>Cash Advance Fees</th>
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<td>$0.00</td>
<td>$0.00</td>
<td>$2.88</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$1,527.50</td>
</tr>
</tbody>
</table>

**CORPORATE ACCOUNT ACTIVITY**

<table>
<thead>
<tr>
<th>Post Date</th>
<th>Tran Date</th>
<th>Reference Number</th>
<th>Transaction Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>08-06</td>
<td>08-06</td>
<td></td>
<td>LATE PAYMENT CHARGE</td>
<td>2.88</td>
</tr>
</tbody>
</table>

**NEW ACTIVITY**

<table>
<thead>
<tr>
<th>Post Date</th>
<th>Tran Date</th>
<th>Reference Number</th>
<th>Transaction Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>07-30</td>
<td>07-29</td>
<td>24137460212001055521946</td>
<td>USPS PO 0561080667 PLACERVILLE CA</td>
<td>$41.25</td>
</tr>
</tbody>
</table>

**CUSTOMER SERVICE CALL**

800-344-5696

**ACCOUNT NUMBER**

4246-0445-5568-9870

**ACCOUNT SUMMARY**

<table>
<thead>
<tr>
<th>PREVIOUS BALANCE</th>
<th>$1,483.37</th>
</tr>
</thead>
<tbody>
<tr>
<td>CASH ADVANCES</td>
<td>$0.00</td>
</tr>
<tr>
<td>CASH ADVANCE FEES</td>
<td>$0.00</td>
</tr>
<tr>
<td>LATE PAYMENT CHARGES</td>
<td>$2.88</td>
</tr>
<tr>
<td>CREDITS</td>
<td>$0.00</td>
</tr>
<tr>
<td>PAYMENTS</td>
<td>$0.00</td>
</tr>
</tbody>
</table>

**ACCOUNT BALANCE**

$1,527.50

Please make check payable to "U.S. Bank"
<table>
<thead>
<tr>
<th>Department: 00000 Total:</th>
<th>$41.25</th>
</tr>
</thead>
<tbody>
<tr>
<td>Division: 00000 Total:</td>
<td>$41.25</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>OK to Pay:</th>
<th>Yes / No</th>
</tr>
</thead>
</table>

| Amount:   | $44.13 |
| Charge To:| 4261 |

<table>
<thead>
<tr>
<th>Authorized By:</th>
<th>Date:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Q</td>
<td>9/11/20</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Comments:</th>
</tr>
</thead>
<tbody>
<tr>
<td>50% Unbilled As Age 4261</td>
</tr>
<tr>
<td>Late Fee 4500</td>
</tr>
</tbody>
</table>

| #1080 |