

BOARD OF DIRECTORS AGENDA**NOTICE OF TEMPORARY
PROCEDURES FOR BOARD OF
DIRECTORS MEETING**

Date: Thursday, March 26, 2020
Time: 9:00 AM

Location: NRCS Service Center
150 Chuck Yeager Way, Suite A
Oroville CA 95965

Pursuant to California Governor Gavin Newsom's Executive Order N-29-20 issued on March 17, 2020, relating to the convening of public meetings in response to the COVID-19 pandemic, **the Butte County Resource Conservation District will be closing the March 26, 2020 Board of Directors Meeting to members of the public and nonessential District staff.** Additionally, members of the Board of Directors are allowed to attend the meeting via teleconference and to the same extent as if they were present.

Members of the public are encouraged to participate in the Board meeting in the following ways:

1. Remote Viewing

<https://zoom.us/j/321411651> (Meeting ID: 321 411 651)
OR use One tap mobile: +16699006833, then enter 321411651#

2. Public Comment

Public Comment can also be submitted anytime via email at bcrd@carcd.org. Every effort will be made to provide Board Members with your comments before the agenda item is heard. Comments received after an agenda item will be made part of the record if received prior to the end of the meeting

1) CALL TO ORDER – Dave Lee, President

2) WELCOME AND INTRODUCTIONS – Dave Lee, President

3) REVISIONS TO AGENDA (only emergency situations requiring the need to take immediate actions may be added as action items pursuant to Gov. code 549954.2(b))

4) PUBLIC COMMENT (on non-action items)

- (1) (3 min. limit per speaker/topic, 15 minutes/person/meeting total)
- (2) *Public comment is encouraged. Any member of the public may address the Board with any comment related to the Resource Conservation District's areas of concern. However, no action can be taken by the Board on such items at this current meeting. The Board may direct staff to agendize such items for consideration at a future meeting.*
- (3) **Please note that all action items will have time set aside for public comment prior to the vote occurring. After a motion is made and seconded by two BCRC D Directors, the Chair will first ask for any further discussion from the Directors and*

Associate Directors and then Chair will open up the item for brief public comment limited to 2 minutes/person. After the public comment period closes a vote will be held.

5) CONSENT AGENDA: Project Updates (see board packet).

6) ACTION ITEMS – Dave Lee, President

- a) Review and approval of the minutes of the special meeting held 2-13, 2020
- b) Review and approval of the minutes of the regular meeting held 2-20, 2020
- c) Review and Approve Outstanding Bills
- d) Audit Update- Colleen Hatfield
- e) Review and approval of Financials/ Budget- Colleen Hatfield
- f) Status of EFRP outstanding invoices/ Stop Work Order- Colleen Hatfield
- g) Cost Allocation Plan – Wolfy Rougle
- h) Archaeologist Agreement with Native-X, Inc. – Wolfy Rougle
- i) Archaeology Services Agreement with Lori Harrington for Upper Park Road Project- Thad Walker
- j) Wildlife Biologist Offer Letter, Dawn Garcia – Wolfy Rougle
- k) Wildlife Biologist Updated Agreement with Dan Lipp- Tim Keeseey
- l) Powellton Rd Revenue/Expense Agreements with Butte County Public Works – Thad Walker
- m) NRCS MOA- Thad Walker
- n) Agreement with BCFSC to work on Forest Health Handbook – Wolfy Rougle
- o) Contract with American Forest Foundation to provide landowner outreach services – Wolfy Rougle
- p) Bid Opening for Restoration of Walnut Orchard Bidwell Sacramento State Park- Review/Accept Bid- Thad Walker
- q) Agreement with Mechoopda Cultural Resource Preservation Enterprise for Bidwell Sacramento Archaeology Monitoring – Thad Walker
- r) Agreement with Water Quality Control Board for Dixie Road Project
- s) Agreement with Pacific Watershed and Associates for Dixie Road Project
- t) Car insurance match requested for Shepard Smith – Shepard Smith
- u) Next Meeting of BCRCB BOD- Thursday April 16th @ 9 AM

7) RCD PROJECTS AND PROGRAMS

- a) Update – See staff updates in BOD packet

8) PARTNERS' REPORTS (5 minute limit per group)

- a) Natural Resource Conservation Service (NRCS)
- b) Butte County departments
- c) Community groups and agencies

9) CLOSED SESSION – Directors only

- a) Continuing Personnel Discussion

10) BOARD OF DIRECTORS REPORTS

- a) Butte County RCD Directors and Associate Directors are welcome to report

11) ADJOURNMENT

NOTE: The Butte County Resources Conservation District (BCRCD) distributes its Board meeting agendas electronically at least 24 hours in advance of meetings. If you would like to be added to, or removed from, the email list, please notify the Butte County RCD at (530) 534-0112, ext. 122 or by email to: bcrd@carcd.org. The BCRCD also publicly posts notice and agenda of meetings 72 hours in advance of meetings at the Butte County RCD office located at 150 Chuck Yeager Way, Suite A, Oroville, CA. **Reasonable Accommodations:** In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the Butte County RCD Manager at (530) 534-0112, ext. 122.

- Please note that all action items will have time set aside for public comment prior to the vote occurring. After a motion is made and seconded by two BCRCD Directors, the Chair will first ask for any further discussion from the Directors and Associate Directors and then the Chair will open up the item for brief public comment limited to 2 minutes per person. After the public comment period closes, a vote will be held.

Butte County Resource Conservation District
Active Project Updates

March 26, 2020



Dixie Road Improvement Project

Post-Camp Fire road upgrades for water quality. Direct funding for the CA Water Quality Control Board

- The finalized agreement and SOW have been approved by the WB and they are sending around for signature, we are expected to have agreement ready for BCRCD signature at March BOD meeting
- NEPA/ CEQA will take place in the spring of 2020 with implementation taking place in Summer of 2020-2021
- RCD will be lead on this project and will handle the public bid process
- BCPW will issue an encroachment permit/ MOU

No funds have been expended to-date, waiting on executed agreement.

Project Funds: Total \$775,198. Funds for RCD \$30,392

Dome Trail

Grant was written through USFS RAC to rebuild stairs on Dome Trails -Middle Fork Feather River

- Contractor completed construction on the stairs (only a few items remaining on stairs)
- Two stone arch bridge crossing were constructed
- CCC moves materials into site
- Drainage was installed on first ¼ mile of trail
- 40 downed trees were removed from trail
- 1 more day of brushing/ inspection remains.
- USFS invoiced for contract invoice and completed work to date (\$16,333.31)

\$16,333.31 has been billed to date, will bill for initial funds once the contractor agreement is in place. Total funds \$17,000. Fund for RCD \$2,500.

Link to Project Map:

https://drive.google.com/file/d/1B_RCE8WV15MwChE_Nu4EGaxA0IDObVQ6/view?usp=sharing

Upper Park Road

The RCD wrote a Water Quality Control Board Grant on behalf of the City of Chico Public Works to fund road upgrades on Upper Park Road, survey Upper Park trails and survey 10 Mile House Road. The RCD will manage all the non-construction elements with PWA. The city of Chico will manage the public bid process for construction.

- Waiting on the executed project agreement from WCCB, can bill against indirect (\$300,000)

- Agreement with PWA in place (technical oversight, permitting, CEQA)
- CEQA has started (Paul has completed Botany field work, working on report)
- Wildlife and Archaeology will start upon signing of agreements
- PWA Completed flagging/ layout update of Upper Park Road
- BCRCD worked with PWA to complete inventory of 10 Mile House Road/ Trail surveys.
Will bill April 1, 2020. Project Funds: Total Funds \$706,442. Funds for RCD \$51,000

Link to project maps:

<https://drive.google.com/file/d/12Co65c3s-mASzHNOkeztencfUURpk-Xq/view?usp=sharing>

NRCS Engineering

Description of progress (if any): Projects have been running smoothly with the nice weather. Irrigation application have been coming in, and farmers call in for irrigation and engineering advice have been giving me things to do, but starting to slow down. Batching periods had been decided, but are being pushed out do to state shelter in place. I have had a handful of site visits, trained under the area engineer, and have been working on irrigation design reviews.

Current agreement ends 9/30/2020

- No agreement renewal update
- Billed February- \$5,238.75

Total agreement amount \$110,000.00, Billed to date \$95,743.25, balance \$14,256.75

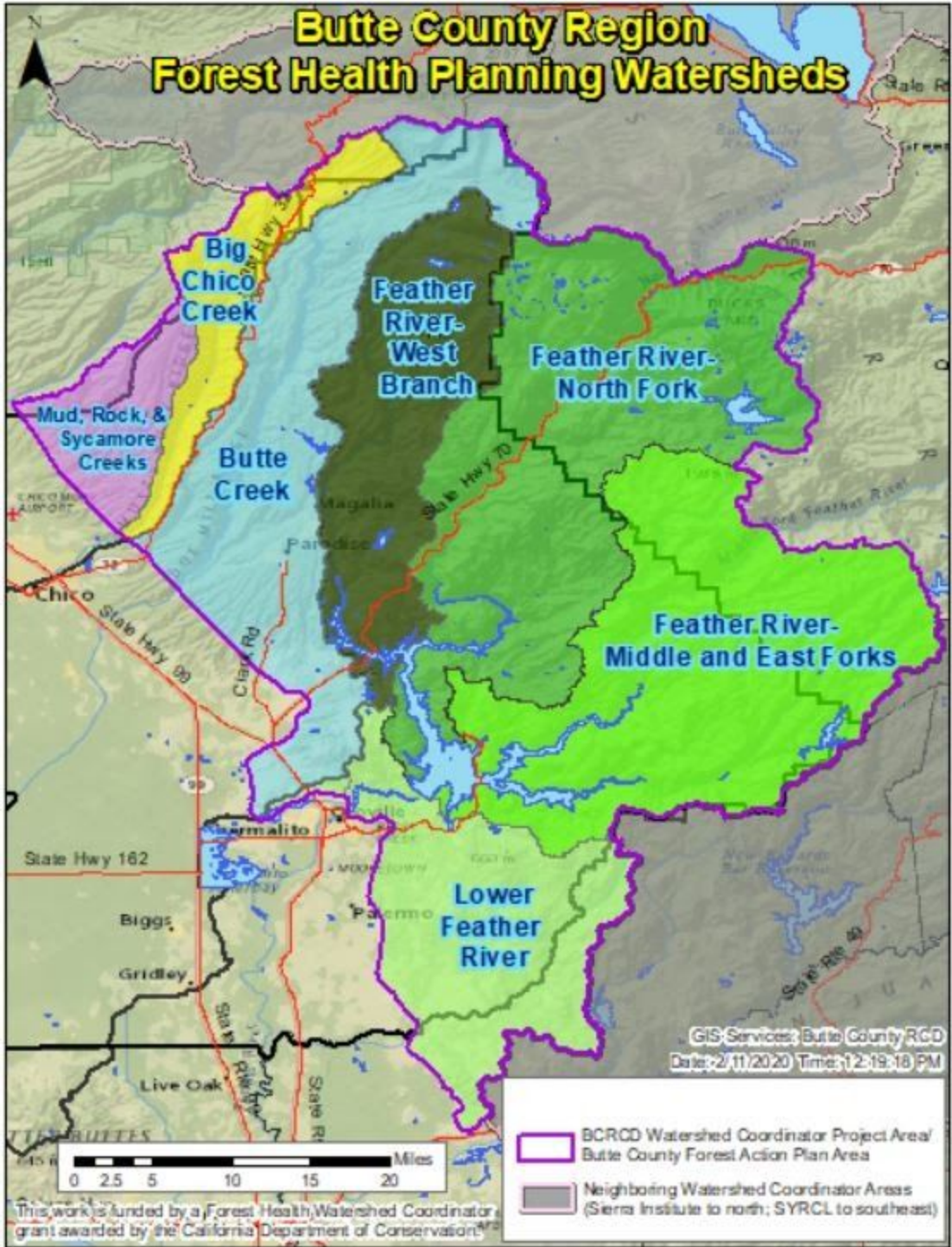
DOC Watershed Coordinator

Department of Conservation funds part of Thad's and Wolfy's time to work on reforestation, prescribed fire, forest health planning, and roads. Funds can be utilized for grant writing, project development and collaboration. 2- year grant. Description of progress:

- Work has begun on Butte Forest Health Plan, complementary Forest Health Handbook (which is aimed at landowners), and Butte County Collaborative (joint BCFSC-Sacramento River Watershed Program - RCD project).
- Prescribed Burn Association continues to grow
- Wolfy expects to use the funding to apply for a \$750,000 CAL FIRE forestry assistance grant in May that could backfill the unmet need left by EFRP denials for smaller landowners; this could fund site prep, reforestation, or maintenance (or all 3)
- Roads grants and projects continue to be developed

Total for RCD \$235,000; Expended to date: \$61,962. 7th invoice will be submitted after BOD meeting. All invoices and progress reports have been submitted on schedule. Agreement/ project dates: Through early August 2021. If coronavirus crisis limits staff's ability to use up hours, we will apply for an extension.

See map of Watershed Coordinator project area below.



CAL FIRE Services Contract

Description of progress (if any): Hired botanist and started work on botany survey. At CAL FIRE’s request, identified archaeologist who could work on local units and developed contract with him for Board’s consideration at 3/26 meeting. Additionally, Wolfy identified a wildlife biologist who could work on the project as needed and developed hiring documents for her.

Total Funds available for RCD: About \$200,000
Agreement/ project dates: Through June 2021

Funds Expended: About \$14,000

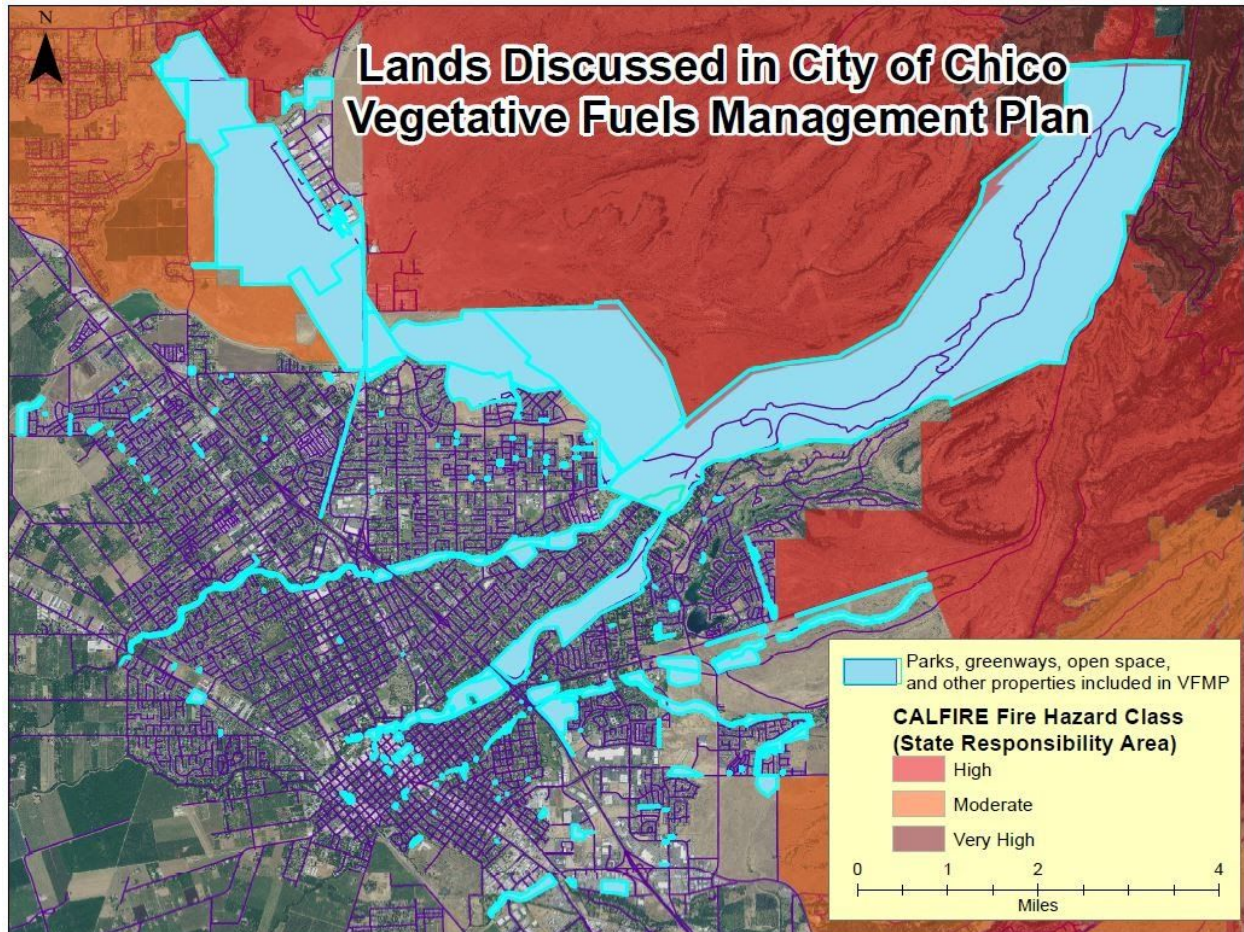
City of Chico VFMP

Description of progress (if any): All contracts are now in place. CEQA intern Trevor Ramsey is conducting field surveys, Jim Dempsey is writing the Plan, and Deer Creek Resources are conducting fuels analysis of the large Parks and open spaces. First draft of Plan is expected 3/30/20. Linda Herman submitted first quarterly report to CAL FIRE.

Total Funds available: About \$84,000 for RCD

Funds Expended to date: About \$4500

Agreement/ project dates: Through March 2021



Restoration of Walnut Orchard Bidwell Sacramento River State Park

- Bid Packet was advertised (newspaper and website)
- Mandatory Pre-Bid Meeting was Conducted
- Bids closed March 25, 2020 @ 4:30 PM
- Bids opened at BCRCD BOD meeting on March 26th
- Work will begin in April 2020

Total Funds available: About \$50,000 for RCD

Funds Expended: \$8,660.85. 2 invoices have been submitted to State Parks, will invoice April 1, 2020

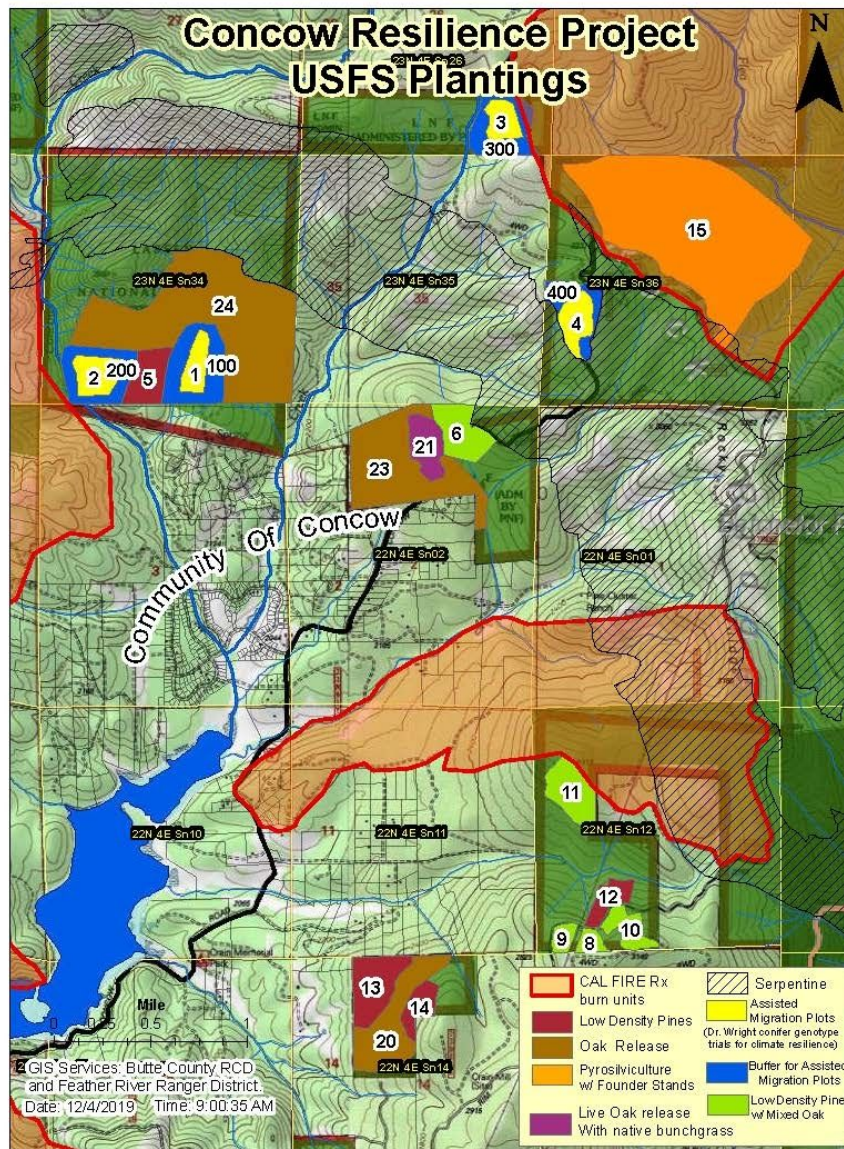
SNC 929: Concow Resilience Project NEPA

Description of progress (if any): Archaeologist has almost completed survey work. Botanist is beginning to review map of needed survey units and will develop target list by late March, then commence surveys. Wolfy will reach out to researchers for developing monitoring plan by end of this month.

Total Funds available: \$64,000

Funds Expended: \$16,000

Agreement/ project dates: Project expected to be complete by late 2020



State Water Efficiency and Enhancement Program (SWEEP)

Amanda has been working on the match funding paperwork for this grant, and staying in contact with the CARCD project manager. There is a possibility more funding will come out under SWEEP

One Tree Planted Planting Days

Successfully executed 2 out of the 3 planting days, resulting in highly positive media coverage for BCRCD. 3rd planting day was nixed due to coronavirus. Wolfy will try to apply the unused funds from that third planting day to a future, fall event. Offsetting the missed funding is the fact that AFF has come through with a contract to pay up to \$4,000 for the March 2020 Arbor Day event and conifer seedling planting, in Board's packet for this month. Shepard and Amanda have been planting more trees to help get seedlings in the ground. (Their hours are billable against AFF agreement.)

Total funds available: \$9,192, plus \$1600 gift from CNPS = \$10,792

Funds expended: \$8,292

Agreement/project dates: Through spring 2020

North County Roads Inventory

Water Board grant to improve Powellton Road and complete assessment of 60 miles of North Butte County natural surface roads. Create TAC and host community workshops.

- Completed and delivered draft maps/ inventory to WB for review.
- Completed remaining assessments
- BCRCD/ PWA conducted project tour for new WB Technical Lead
- Powellton Bids will be opened March 24, 2020 by BCPW
- BCPW on BCRCD agenda for updated project agreements (income/ expense)
- Submitted invoice 5- \$25,300.28 with Quarterly report- 10/1/19 until 2/28/20

Total funds available: \$375,000.00. Funds expended: \$162181.74. Agreement/project dates: June 1, 2018 until December 31, 2020

Link to project map:

<https://drive.google.com/file/d/0B-NDrwmq-4kPZEFIXzdCZFBGMUtvM1FKMnZxM2JnOHIPUTlw/view?usp=sharing>

Granite Basin OHV Development Project – NEPA/CEQA

Funding Agency/Source: Butte County Public Works/Cooperative Agreement

Description of progress:

- Working on NEPA Environmental Assessment (EA) and Wildlife BA/BE
- Working with Specialists to complete Effects Analysis based on Alternatives

Total Funds available: \$249,000

Funds Expended: \$78,141.71 (through Feb. 20)

Agreement/ project dates: May 2018 – June 2020

Big Chico Creek Ecological Reserve (BCCER) Prescribed Fire Program Unit 7 CEQA

Funding Agency/Source: Terra Fuego/Cooperative Agreement

Description of progress:

- *Addressed CAL FIRE comments on CEQA IS/MND*
- *Submitted revised letter to Native American Tribes with 30-day comment period per CAL FIRE request*
- *Addressing CAL FIRE comments on Archaeological Survey Report*
- *Anticipated submittal of Final CEQA IS/MND with Appendices to CAL FIRE in April*

Total Funds available: \$38,600

Funds Expended: \$25,700.30 (through Feb. 2020)

Agreement/ project dates: 12/20/2018 to 10/18/2019

Nelson Cal FIRE CFIP Forest Management Plan (FMP)

Funding Agency/Source: Woody Nelson/Cooperative Agreement

Description of progress:

- *Conducting timber cruise to estimate the amount of standing timber*

Total Funds available: \$4,939.00

Funds Expended: \$1,053.40

Agreement/ project dates: 10-2-2018 to 2-28-2021

FSA Emergency Forest Restoration Program (EFRP) – Camp Fire

Funding Agency/Source: CARCD/Cooperative Agreement

Description of progress:

- *Completed Forest Management Plans and NEPA/Section 106 compliance for two landowners to reforest 600 acres of private timberlands affected by the Camp Fire.*

Total Funds available: Unknown

Funds Expended: \$40,000 (through Feb. 2020)

Agreement/project dates: 8/2019 to 7/2021

NRCS Forestry/Archaeological Assistance

Funding Agency/Source: American Forest Foundation (AFF)/Sub-grant Agreement

Description of progress:

- *Providing technical assistance to landowners as requested by NRCS.*
- *2nd Quarter Invoice for period Jan. 2020 to March 2020 due in April.*

Total Funds available:\$240,000

Funds Expended: \$1,773.75 (through Dec. 2019)

Agreement/ project dates: 10/29/2019 to 12/31/2019

Big Chico Creek Forest Health Management Plan/CEQA

Funding Agency/Source: Butte Co. Fire Safe Council/Cooperative Agreement

Description of progress:

- *Archaeological consultant working on project had to resign for personal reasons. New archaeologist was hired by BCFSC directly to expedite process*
- *Developing draft CEQA IS/MND, which will be submitted to Board for Notice of Intent (NOI) at April meeting.*

Total Funds available: \$40,000

Funds Expended: \$6,487.50 (through Feb. 2020)

Agreement/ project dates: 10/15/2019 to 6/30/2020

Cottonwood Conservation Area

Funding Agency/Source: Endowment

Description of progress:

- *Working on FY18-19 (10-1-18 to 9-30-19) Annual report*

Total Funds available: \$10,000 - \$15,000/year

Funds Expended: \$1,135 (for the period 10-1-2019 to 2-29-2020)

Agreement/ project dates: Ongoing in perpetuity



**BOARD OF DIRECTORS
MINUTES - SPECIAL MEETING**

Date: Thursday, February 13, 2020

Time: 9:00 AM

Location: 150 Chuck Yeager Way, NRCS Conference Room, Oroville, CA 95965

- 1) **CALL TO ORDER** – Dave Lee, President
- 2) **WELCOME AND INTRODUCTIONS** – Dave Lee, President
- 3) **REVISIONS TO AGENDA** (only emergency situations requiring the need to take immediate actions may be added as action items pursuant to Gov. code 549954.2(b))
- 4) **PUBLIC COMMENT (on non-action items)**
 - (1) (3 min. limit per speaker/topic, 15 minutes/person/meeting total)
 - (2) *Public comment is encouraged. Any member of the public may address the Board with any comment related to the Resource Conservation District's areas of concern. However, no action can be taken by the Board on such items at this current meeting. The Board may direct staff to agendaize such items for consideration at a future meeting.*
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5) BUDGET MEETING

a.) T-sheets – We discussed how helpful the T-sheets trial was. Adding T-sheets would cost \$110-130/month. We added the item to the next BOD agenda.

b.) Fee-for-service rates : To accommodate inflation and increases in BCRC D costs it is necessary to revise our FFS rates from time to time. Staff will revise the FFS sheet as below, and present for board approval at the next BOD meeting:

Add project manager at \$70. Delete GIS field data collection role – this is incidental to other existing roles – and raise GIS office role to \$65/hr. Add arch technician at \$85/hr – separate from botany etc. Add forestry technician at \$75. Add “natural resource field technician” at \$80/hr – this would include botany, wildlife, roads and trails, etc. Engineering technician – keep separate at \$75. Raise “general laborer” from \$35 to \$40/hr. Grant application/consultation – Raise from \$55 to \$60.

c.) Donations – It would be great to have a way where people can donate to the BCRC D, e.g. on our website. (It should also tell people how to send in a check if they prefer – link to a PDF form people can print off and mail in with their donation – which should instruct ppl to write “Donation” on the subject line of checks.) Add opportunity for businesses to “sponsor” events such as tree plantings? That would enable businesses/institutions to write off donations to RCD as advertising costs. (Donations to RCD are non-tax-deductible.) Amanda added: instead of sponsoring a whole event, companies could sponsor lunch for volunteers during the event.

d) CAP/budget discussion – Board recommended that our FY 20-21 budget account for a DM who spends 20-hours-a-week on non-reimbursable time (the other 20 hrs/week would be expected to be spent on projects). This would be estimated at \$50,000/year for FY 20-21.

e) Long-range forecast – Colleen shared trial balances as of 6/30/18 and 6/30/19, showing the RCD’s balance has doubled in that time.

f) Budget review – Colleen produced a report showing the actual revenues from July 2019-Feb 2020, for the sake of comparison to the FY 19-20 budget estimate. Takeaways: RCD was unable to get paid for all the work originally estimated in the budget (various reasons include: not enough staff to use up available hours; partner delays in contracting; weather, etc). However, RCD also performed, and was paid for, additional work never contemplated in the budget. Thad will present the totals, through Feb 2020, at next week’s BOD meeting.

6) CLOSED SESSION – Directors only

- a) Continuing Personnel Discussion
- b) Discussion – Litigation

7) ADJOURNMENT

DRAFT

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DRAFT

BOARD OF DIRECTORS MEETING MINUTES**Date: Thursday, February 20, 2020****Time: 9:00 AM****Location:** 202 Mira Loma Dr., Klamath Conference Room, Oroville, CA 95965

- 1) **CALL TO ORDER** – Dave Lee, President
- 2) **WELCOME AND INTRODUCTIONS** – Dave Lee, President; John Christofferson and Allen Harthorn, Directors; Amanda Chaney, Tim Keeseey, Thad Walker, and Wolfy Rougle, staff; Shepard Smith, Americorps member; Bill Kellogg, Public
- 3) **REVISIONS TO AGENDA** (only emergency situations requiring the need to take immediate actions may be added as action items pursuant to Gov. code 549954.2(b)) – MOU with Tehama County for mobile irrigation lab; hiring committee recommendation of botanist.
- 4) **PUBLIC COMMENT (on non-action items)**
 - (1) (3 min. limit per speaker/topic, 15 minutes/person/meeting total)
 - (2) *Public comment is encouraged. Any member of the public may address the Board with any comment related to the Resource Conservation District's areas of concern. However, no action can be taken by the Board on such items at this current meeting. The Board may direct staff to agendaize such items for consideration at a future meeting.*
 - (3) **Please note that all action items will have time set aside for public comment prior to the vote occurring. After a motion is made and seconded by two BCRCD Directors, the Chair will first ask for any further discussion from the Directors and Associate Directors and then Chair will open up the item for brief public comment limited to 2 minutes/person. After the public comment period closes a vote will be held.*
- 5) **CONSENT AGENDA:** Project Updates (see board packet).
- 6) **ACTION ITEMS** – Dave Lee, President
 - a) Review and approval of the minutes of the Regular meeting held Jan 23, 2020 – John moved to approve, Allen seconded, motion passed unanimously
 - b) Review and approval of the minutes of the Special Meeting held February 13, 2020 – Skipped because not enough Directors who had been present at Special Meeting were present at today's meeting; will be addressed at March meeting.
 - c) Financials Review- Colleen Hatfield – Presented by Thad Walker because Colleen was not able to attend.
 - d) Review and Approve Outstanding Bills - Allen moved to pay outstanding bills, John seconded, motion passed unanimously.
 - e) Status of EFRP outstanding invoices- Thad Walker – BCRCD has invoiced EFRP again since last month; State and local FSA have approved the invoices but now they go to the USFS to approve them. Jenn from CARCD is communicating this week with USFS to see if USFS can pay BCRCD directly instead of having to pass through CARCD. Board discussed giving FSA a date after which BCRCD may stop work if the invoices are not paid. We have 150,000 trees to plant next month in Concow using the EFRP program (starting March 16th) and it would be desirable to not “go on strike” before finishing that project. It is feasible to move some contractor hours from EFRP funding source to AFF funding source to finish that project because the 150,000 trees are

BCRCD will stop work on the EFRP program if no invoice is received before March 16th. Allen seconded; motion passed unanimously.

- f) SDRMA Claim Effort- Colleen Hatfield – n/a – moved to March agenda.
- g) Review of LSL Agreement for Audit Services- Colleen Hatfield – John moved Board accept the proposal, Allen seconded; motion passed unanimously.
- h) Landowner Access Agreement- Board authorization for Chair signature -Staff requested streamlined process for signing LO agreements, because timely projects (e.g. replantings, prescribed fire trainings) are weather-dependent and often need to be dealt with without waiting for a Board meeting. Allen can sign electronically. Board agreed that when no money is changing hands and the text of the agreement is already Board-approved, LO agreements don't need to be signed at a BOD meeting. Instead, they can be signed by Chair (Dave) or Vice-Chair (Allen) any time, including electronically.
- i) Prescribed Burn Association Liability Document - Wolfy Rougle presented 3 agreements (one for Rx burn training Participants, one for LO who doesn't use a burn boss, one for LO who does use a burn boss), all reviewed and approved by Butte County Counsel's office and SDRMA Risk Management Officer. John moved BCRCD accept the 3 agreements. Allen seconded, motion passed unanimously.
- j) Upper Park Road- Pacific Watershed and Associates Agreement Amendment 1- Thad Walker – Agreement with PWA to perform the CEQA on the project instead of BCRCD furnishing this service. John moved to accept, Allen seconded, motion passed unanimously.
- k) RFP for Brayton Project- ~~Terry Adelsbach~~ Thad Walker presented a finished bid packet and welcomed Board and Associate Director review. John moved that Thad send the packet to Mike Crump for his review, make any changes according to Mike Crump's input, and then put the packet directly out to bid. Allen seconded, motion passed unanimously.
- l) RFP for Dome Trail Project- Open, Review, Accept/ Reject- Thad Walker. Bid period closed yesterday. One bid was received. Board opened the bid. It was from Casa di Terra for \$12,000, the total funds available for contractor. CCC will donate a day of labor to move the materials to the location. That leaves only logging out the trail, which BCRCD staff will find a way to do. Allen moved Board accept the bid, John seconded; motion passed unanimously; Board authorized Thad to send notice to proceed to Casa Di Terra.
- m) Volunteer liability waiver for minors – board approval requested- Wolfy and Shepard – Board requested the waiver be reviewed by County counsel.
- n) Letter of support for re-filling UCCE Forestry, Fire & Natural Resource Advisor position -Wolfy Rougle – Allen moved that Dave sign the letter, John seconded; motion passed unanimously.
- o) Car insurance match requested for Shepard Smith – Wolfy Rougle - \$260 to raise Shepard's family's auto liability limit to the limits required by Sierra Nevada Alliance, which would allow Shepard to drive for work purposes for the next six months. This would help the BCRCD accomplish more work. Shepard has detailed digital documentation about the SNA's policy requirements, as well as the insurance quote, but did not bring it to the meeting. John moved that the Board consider the request next month.
- p) Vote on revised Fee for Service rates – staff – These rates were reviewed and recommended at the Special Budget Meeting Feb. 13th. Board recommended changing “archaeological technician” to “archaeologist” and adding “professional engineer” at \$150/hr. With those changes, John moved to accept, Allen seconded, motion passed unanimously.
- q) Vote on purchasing T-Sheets service – staff – Another item discussed at the Feb. 13th Special Budget Meeting. – Allen moved to approve, John seconded; motion passed unanimously.
- r) Lodging allowance requested for Thad Walker to attend 3-day USFS contracting training in Sacramento (mileage and hours to be funded by DOC grant) - \$364 for 4 days, three nights; much but not quite all (i.e., lodging but not food) can be covered by DOC grant. John moved to approve, Allen seconded; motion passed unanimously.
- s) Request for contract amendment for SNC 929/Diane McCombs Archaeology – John moved to approve, Allen seconded; motion passed unanimously.
- t) Official motion to open interest-bearing Banner Bank account for SNC 929 grant, as well as for a line of credit, and to designate Colleen Hatfield and Dave Lee as the

Hatfield and David Lee as signers for the Banner Bank interest-bearing account for the deposition of SNC 929 funds and also as signers for a Banner Bank line of credit. Allen seconded; motion passed unanimously.

- u) CalRecycle Resolution and EPPP – Shepard Smith and Wolfy Rougle. A landowner approached us wanting help to remove illegal dumping and get help fencing his land so the dumping doesn't happen again; Shepard wrote a CalRecycle grant to fund this project. The grant has been submitted by its Feb. 6th deadline but two remaining pieces of documentation are still needed before March 9th: (1) a formal resolution authorizing the grant application to be processed and (2) an Environmentally Preferable Purchasing Policy, which Shepard created by consulting CalRecycle guidelines and the EPPPs of other RCDs who have successfully used the CalRecycle program in the past. John suggested that Nick Henderson at County solid waste dept would be a good resource for Shepard and the rest of the team. John moved to sign the resolution and approve the EPPP. Allen seconded, adding that it's important to make sure the fencing/gating this grant pays for is appropriate to the problem. Shepard noted that only 15% of the grant can be used for fencing/etc. Motion passed unanimously.
- v) Next Meeting of BCRCD BOD- Changed from March 19th to Thursday March 26th @ 9 AM to accommodate Brayton/State Parks bidding deadline.
- w) MOU with Tehama County Mobile Irrigation Lab – Amanda has been in touch with Kevin from RCDTC, who has capacity to use his RCD's mobile irrigation lab to test 2 SWEEP clients in Butte County, thus closing out BCRCD's reporting requirements under SWEEP. John moved to adopt the MOU, Allen seconded, motion passed unanimously.
- x) Botanist offer – Hiring committee recommendation for closed session – Tim and Wolfy shared the recommendation from the botany review committee.

7) RCD PROJECTS AND PROGRAMS

- a) Update – Thad Walker – Powellton went out to bid this morning through County; staff will soon tour area with new grants admin for North County Roads project; Granite Basin OHV project is ongoing; Thad shared the NRCS MOA the Board will consider next month.
- b) Update – Tim Keesey – Received comments back on the Terra Fuego CAL FIRE CEQA documents, only a few small changes to make before project is complete. Tim primarily has been working on the 150,000-tree planting project for AFF/EFRP on Heffernan and Pekarek lands. Tim's next priority is to focus on Granite Basin draft EA and get it to USFS for review by mid-March. USFS then has 30 days to review. Scoping is closed, comments were received (positive and negative, but negative ones are mitigated). USFS went over the comments with BCRCD and was satisfied with how comments were addressed. Specialist reports are being reviewed by USFS.
- c) Update – Wolfy Rougle – There is strong landowner interest in a PBA; now that liability docs are signed, the first burn trainings can likely be scheduled this very month. The first tree plantings have gone well, and staff (esp Shepard) is working to line up funding for the next tree events. Butte County Forest Plan is underway. VFMP will be challenging to complete without someone in Terry's role, but it also feels too late in the process to bring on another CEQA-NEPA coordinator and still complete the project on time. Wolfy anticipates needing to work more than 40 hours a week. Other projects: Wolfy hopes RCD can bring on a experienced botanist so RCD can meet deliverables on the contracts she and other staff have worked to develop.
- d) Update – Amanda Chaney – Amanda is the point person in the NRCS office right now because all federal staff are at a training. More farmers are coming in to the office because irrigation season is starting. Amanda is fielding lots of calls and helping farmers and ranchers decide how to improve their irrigation setups.
- e) ~~Update – Terry Adelsbach~~
- f) Funding opportunities – concept applications for last round of PGE Stewardship Council funds is due April. 27th – Are there project opportunities in our area? - Allen noted landslides have come into the canal in places and sometimes blocked the nonoperational canal, which overflowed in rainstorms and caused erosion problems. PGE has cleaned out the landslides but not all excess material was dealt with correctly, so there might be potential for further erosion control/mitigation. John noted PGE also owns a huge amount of lands in French Creek basin. Another unit is around Philbrook Lake. NCLT holds easements to the Butte Creek lands.

g) Other Projects

8) PARTNERS' REPORTS (5 minute limit per group)

- a) Natural Resource Conservation Service (NRCS)
- b) Butte County departments
- c) Community groups and agencies

9) CLOSED SESSION – Directors only

- a) Continuing Personnel Discussion
- b) Discussion – Litigation

10) BOARD OF DIRECTORS REPORTS

- a) Butte County RCD Directors and Associate Directors are welcome to report

11) ADJOURNMENT

***NOTE:** The Butte County Resources Conservation District (BCRCD) distributes its Board meeting agendas electronically at least 24 hours in advance of meetings. If you would like to be added to, or removed from, the email list, please notify the Butte County RCD at (530) 534-0112, ext. 122 or by email to: bcrccd@carcd.org. The BCRCD also publicly posts notice and agenda of meetings 72 hours in advance of meetings at the Butte County RCD office located at 150 Chuck Yeager Way, Suite A, Oroville, CA. **Reasonable Accommodations:** In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the Butte County RCD Manager at (530) 534-0112, ext. 122.*

- *Please note that all action items will have time set aside for public comment prior to the vote occurring. After a motion is made and seconded by two BCRCD Directors, the Chair will first ask for any further discussion from the Directors and Associate Directors and then the Chair will open up the item for brief public comment limited to 2 minutes per person. After the public comment period closes, a vote will be held.*



“To protect, enhance, and support Butte County natural resources and agriculture by working with willing landowners and citizens through education, land management, and on-the-ground projects.”

150 Chuck Yeager Way, Ste. A, Oroville, CA 95965 * (530) 693-3173 * bcrd@carcd.org

BCRCD CAP (Cost Allocation Plan) FY 2020-21				
Project	Hours for this project in this FY	% Of Total Staff Hours Represented by Project	Overhead (figured by including 1/2 salary of DM)	Amt of Overhead Represented By Project
City of Chico-UPR	124	1.38%	100,689	\$1,391.52
EFRP	720	8.02%		\$8,079.81
AFF	984	10.97%		\$11,042.40
Brayton	288	3.21%		\$3,231.92
20-21 SNC 929	307	3.42%		\$3,445.14
Granite Basin-Admin	530	5.91%		\$5,947.64
Dixie Rd	694	7.73%		\$7,782.43
City of Chico MSA	180	2.01%		\$2,019.95
NRCS-Conservation Planning	60	0.67%		\$673.32
City of Chico Veg Mgmt Plan	616	6.87%		\$6,912.72
Watershed Coordinator	1,992	22.20%		\$22,354.14
BCFSC-Forest Health Handbook	240	2.67%		\$2,693.27
CAL FIRE MSA	1,038	11.57%		\$11,648.39
North Butte Roads	200	2.23%		\$2,244.39
GB OHV NEPA-CEQA	174	1.94%		\$1,952.62
Nelson FMP	70	0.78%		\$785.54
Cottonwood	156	1.74%		\$1,750.63
RCD Admin Hours - excluding DM	600	6.69%		\$6,733.17
Total	8,973			

Adopted by Board: _____ Ayes: _____ Noes: _____

David E. Lee, Chair

AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR

THIS AGREEMENT ("Agreement") is made by and between the BUTTE COUNTY RESOURCE CONSERVATION DISTRICT ("BCRCD") and NATIVE-X, INC. ARCHAEOLOGICAL SERVICES ("Consultant"). Consultant agrees to provide and BCRCD agrees to accept the services specified herein.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

1. Designated Representative. Dave Lee, Chairman of the Board of BCRCD (530)521-4707 is the representative of BCRCD and will administer this Agreement for and on behalf of BCRCD. John W. Jones (775) 560-0808 is the representative for the consultant. Changes in designated representatives shall be made only after advance written notice to the other party.

2. Notices. Any notice or consent required or permitted to be given under this Agreement shall be given to the respective parties in writing, by first class mail, postage prepaid, or otherwise delivered as follows:

To BCRCD: Dave Lee
Chairman of the Board
Butte County Resource Conservation District
150 Chuck Yeager Way, Suite A
Oroville, California 95965
bcrd@carcd.org

To Consultant: John W. Jones
Native-X, Inc. Archaeological Services
2174 5th St
Lincoln, CA 95648
nativexarch@gmail.com

or at such other address or to such other person that the parties may from time to time designate. Notices and consents under this section, which are sent by mail, shall be deemed to be received five (5) days following their deposit in the U.S. mail.

3. Scope of Services Consultant agrees to provide services to BCRCD in accordance with Exhibit "A" attached hereto and made a part hereof by this reference.

4. Term. The term of this Agreement shall commence upon signing of both parties and shall continue in effect until June 30, 2021, or as officially extended. This Agreement may be amended upon mutual written consent of both parties.

5. Compensation Consultant may submit invoices monthly as long as progress is being displayed on the project. Consultant shall be paid for performance under this Agreement in accordance with the terms of Exhibit "B" attached hereto and made a part hereof by this reference. Billing shall be by invoice, which shall include the contract number assigned by BCRCD, and which shall be delivered to the address for BCRCD shown in Section 2 above, following completion of the increments identified on Exhibit "B." Unless otherwise specified in Exhibit "B," payment shall be net thirty (30) days from presentation of invoice.

6. Independent Contractor. Consultant shall perform all of its services under this Agreement as an independent contractor and not as an employee of BCRCD. Consultant understands and acknowledges that it shall not be entitled to any benefits of a BCRCD employee, including but not limited to vacation, sick leave, insurance, retirement, workers' compensation, or protection of tenure.

7. Standard of Performance. Consultant represents that it has the skills, expertise, and licenses/permits necessary to perform the services required under this Agreement. Accordingly, Consultant shall perform all such services in the manner and according to the standards observed by a competent practitioner of the same profession in which BCRCDD is engaged. All products of whatsoever nature, which Consultant delivers to BCRCDD pursuant to this Agreement shall be prepared in a first class and workmanlike manner and shall conform to the standards of quality normally observed by a person practicing in profession. Consultant shall correct or revise any errors or omissions, at BCRCDD's request without additional compensation. Permits and/or licenses shall be obtained and maintained by Consultant at no additional cost to BCRCDD.

8. Taxes. BCRCDD shall not be responsible for paying any taxes on Consultants behalf, and should BCRCDD be required to do so by state, federal, or local taxing agencies, Consultant agrees to promptly reimburse BCRCDD for the full value of such paid taxes, plus interest and penalty, if any. These taxes shall include, but not be limited to, the following: FICA (Social Security), unemployment insurance contributions, income tax, disability insurance, and workers' compensation.

9. Conflict of Interest. Consultant covenants that he presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. Consultant further covenants that in the performance of this Agreement, no person having any such interest shall be employed by Consultant.

10. Responsibilities of BCRCDD. BCRCDD shall provide all information reasonably necessary for Consultant to perform the services required herein.

11. Ownership of Documents. Native-X Inc. and BCRCDC agree to not release any data collected or any reports to the public which are deemed to contain confidential information under state or federal guidelines. Native-X Inc. agrees to not release any materials under this section without prior approval from BCRCDC.

12. Records, Audit, and Review. Consultant shall keep such business records pursuant to this Agreement as would be kept by a reasonably prudent practitioner of Consultant's profession and shall maintain such records for at least four (4) years following the termination of this Agreement. All accounting records shall be kept in accordance with generally accepted accounting practices. BCRCDC shall have the right to audit and review all such documents and records at any time during regular business hours upon reasonable notice.

13. Indemnification and Insurance. Consultant shall agree to defend, indemnify and hold harmless BCRCDC and to procure and maintain insurance.

14. Nondiscrimination. BCRCDC hereby notifies Consultant that the County of Butte's Nondiscrimination Ordinance (Article XIII of Chapter 2 of the Butte County Code) applies to this Agreement and is incorporated herein by this reference. Consultant agrees to comply with the ordinance.

15. Nonexclusive Agreement. Consultant understands and agrees that this is not an exclusive Agreement and that BCRCDC shall have the right to negotiate with and enter into contracts with others providing the same or similar services as those provided by Consultant at BCRCDC's sole discretion.

16. Assignment. Consultant shall not assign any of its rights nor transfer any of its obligations under this Agreement without the prior written consent of the BCRCDC. Any

attempts to so assign or transfer without such consent shall be void and without legal effect and shall constitute grounds for termination of this Agreement.

17. Termination.

A. By BCRCD. The BCRCD may, by written notice to Consultant terminate this Agreement in whole or in part at any time, whether for BCRCD's convenience or because of a failure of Consultant to fulfill the obligations herein. Upon receipt of notice, Consultant shall immediately discontinue all services (unless the notice directs otherwise) and deliver to BCRCD all data, estimates, graphs, summaries, reports, and all other records, documents, or papers as may have been accumulated or produced by Consultant in performing this Agreement, whether complete or in process.

(1) For convenience. The BCRCD may terminate this Agreement upon thirty (30) days written notice. Following notice of such termination, Consultant shall promptly cease work and notify the BCRCD as to the status of its performance.

Notwithstanding any other payment provision of this Agreement, the BCRCD shall pay Consultant for service satisfactorily performed to the date of termination to include a prorated amount of compensation due hereunder less payments, if any, previously made. In no event shall Consultant be paid an amount in excess of the full price under this Agreement nor for profit on unperformed portions of service. Consultant shall furnish to the BCRCD such financial information as in the judgment of BCRCD is necessary to determine the reasonable value of the services rendered by Consultant. In the event of a dispute as to the reasonable value of the services rendered by Consultant, the decision of the BCRCD shall be final. The foregoing is cumulative and shall not affect any right or remedy which the BCRCD may have in law or equity.

(2) For cause. Should Consultant default in the performance of this Agreement or materially breach any of its provisions, the BCRCDC may, at its sole discretion, terminate this Agreement by written notice, which shall be effective upon receipt by Consultant.

B. By Consultant. Should the BCRCDC fail to pay Consultant all or any part of the payment set forth in Exhibit "B," Consultant may, at its sole option, terminate this Agreement if such failure is not remedied by the BCRCDC within thirty (30) days of written notice to the BCRCDC of such late payment.

18. Section Headings. The headings used in this Agreement shall be for convenience only and shall not affect the meaning, construction, or interpretation of the contents of the individual sections.

19. Severability. If one or more of the provisions contained herein shall for any reason be held to be invalid, illegal, or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

20. Remedies Not Exclusive. No remedy herein conferred upon or reserved to the BCRCDC is intended to be exclusive of any other remedy or remedies, and each and every such remedy, to the extent permitted by law, shall be cumulative and in addition to any other remedy given hereunder or now or hereafter existing at law or in equity.

21. Time is of the Essence. Time is of the essence in this Agreement and each covenant and term is a condition herein.

22. No Waiver of Default. No delay or omission of the BCRCDD to exercise any right or power upon the occurrence of any event or default shall impair any such right or power or shall be construed to be a waiver of any such default or acquiescence therein; and every power and remedy given by this Agreement to the BCRCDD shall be exercised from time to time and as often as may be deemed expedient in the sole discretion of the BCRCDD.

23. Entire Agreement and Amendment. In conjunction with the matters considered herein, this Agreement and the accompanying exhibits contain the entire understanding and agreement of the parties and there have been no promises, representations, agreements, warranties, or undertakings by any of the parties, either oral or written, of any character or nature whatsoever, hereafter binding except as set forth herein. This Agreement may be altered, amended or modified only by an instrument in writing, executed by the parties to this Agreement and by no other means. Each party waives their future right to claim, contest or assert that this Agreement was modified, canceled, superseded, or changed by any oral agreement, course of conduct, waiver, or estoppel.

24. Successors and Assigns. All representations, covenants, and warranties set forth in this Agreement, by or on behalf of, or for the benefit of any or all of the parties hereto, shall be binding upon and insure to the benefit of such party, its successors and assigns.

25. Compliance with Law. Consultant shall, at its sole cost and expense, comply with all County, State, and Federal ordinances and statutes now in force or which may hereafter be in force with regard to this Agreement. The judgment of any court of competent jurisdiction, or the admission of Consultant in any action or proceeding against Consultant, whether the BCRCDD is a party thereto or not, that Consultant has violated any such ordinance or statute, shall be conclusive of that fact as between Consultant and the BCRCDD.

26. California Law. This Agreement shall be governed by the laws of the State of California. Any litigation regarding this Agreement or its contents shall be filed in the County of Butte, if in state court, or in the federal district court nearest to Butte County, if in federal court.

27. Execution in Counterparts. This Agreement may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original; and all such counterparts, or as many of them as the parties shall preserve undestroyed, shall together constitute one and the same instrument.

28. Authority. All parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles and capacities herein stated and on behalf of any entities, persons, or firms represented or purported to be represented by such entities, persons, or firms, and that all formal requirements necessary or required by any state and/or federal law in order to enter into this Agreement have been fully met. Furthermore, by entering into this Agreement, Consultant hereby warrants that he shall not have breached the terms or conditions of any other contract or agreement to which Consultant is obligated, which breach would have a material effect hereon.

29. Other Clients. Native-X. Inc. retains the right to perform services for other clients.

30. Precedence. In the event of a conflict between the provisions contained in the numbered sections of this Agreement and the provisions contained in the Exhibits, the provisions of the Exhibits shall prevail over those in the numbered sections.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective on the date executed by the BCRCO.

[Signatures on following page]

BUTTE COUNTY RESOURCE CONSERVATION DISTRICT ("BCRCD")

By: _____ Date: _____
Dave Lee, Chairman of the Board, BCRCD

NATIVE-X, INC. ARCHAEOLOGICAL SERVICES

By: _____ Date: _____
John W. Jones, Native-X, Inc.

EXHIBIT A

SCOPE OF WORK

Conduct an Archaeological Survey, analyze results and develop a Specialist Report to be used for California Environmental Quality Act (CEQA) analysis of a proposed project to reduce fuels on two units. The first is about [2500-ish] acres and is located in the Swedes Flat-Hurleton area ("Phoenix VMP" southeast of Oroville, CA. (See attached map.) The second is 4000-6000 acres and is located on Cohasset and Musty Buck ridges, northeast of Chico, CA. (Map not yet available). Work shall be completed by Dec. 31, 2020.

This work will include:

1. The required heritage records search, state fee, and assessment of records on file at the Northeast Information Center, Chico.
2. A heritage resource surface survey of the [...] acre project. Survey intensity would be as discussed with the CAL FIRE responsible archaeologist.
3. The recording, re-recording, or supplementing of all applicable project heritage sites utilizing appropriate forms as determined by CAL FIRE. Site boundaries will be flagged for avoidance (as remaining vegetation allows) and GPSed with a resource grade unit. New site records will be submitted to the Northeast Information Center for trinomial assignment.
4. GIS shapefiles and a Site Location Map will be submitted to BCRCD and CAL FIRE by the designated date. Native-X, Inc. will coordinate with BCRCD and CAL FIRE on how best to flag and document heritage sites within the proposed unit boundaries.
5. A draft cultural and historical resources report for the purposes of CEQA will be written according to CAL FIRE requirements, which requirements will be the responsibility of Native-X, Inc to identify. The report will be submitted for review to the responsible CAL FIRE environmental reviewer/archaeologist, BCRCD, and/or other identified professionals.
6. On the approximately 160 acres of public (BLM) land that are within the Phoenix VMP unit, a draft cultural and historical resources report for the purposes of NEPA will be written according to Bureau of Land Management requirements, which requirements will be the responsibility of Native-X, Inc to identify. This is in addition to also producing a report for the purposes of CEQA for this same acreage. The NEPA report will be submitted for review to the responsible CAL FIRE environmental reviewer/archaeologist, BCRCD, BLM, and/or other identified professionals.
7. A Final Report will be submitted to CAL FIRE and BCRCD by the designated date. This will include paper and electronic copies.
8. The Final Report and site records will be filed at the Northeast Information Center.
9. Other duties within the usual and ordinary scope of Consultant's profession, at the request of BCRCD and/or CAL FIRE.

EXHIBIT B

PAYMENT

BCRCD shall pay **Consultant** as follows:

- \$95/hr. for the Principal Investigator, \$45 for Archaeologist I employee(s), and/or \$70/hour for Archaeologist II employee(s) for work identified in Exhibit A.
- Other rates (not to exceed \$90/hr) for miscellaneous other roles.
- Reimbursement for Information Center searches at actual cost
- Daily per diem (includes lodging and meals) for all crew members at a rate of \$150/day
- Mileage for travel will be reimbursed at the approved current Internal Revenue Service standard mileage rate.
- Consultant's invoices must show total person-hours worked.

END OF ATTACHMENT "B"

AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR

THIS AGREEMENT ("Agreement") is made by and between the BUTTE COUNTY RESOURCE CONSERVATION DISTRICT ("BCRCD") and CULTURAL RESEARCH ASSOC. ("Consultant"). Consultant agrees to provide and BCRCD agrees to accept the services specified herein.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

1. Designated Representative. Dave Lee, Chairman of the Board of BCRCD (530) 693-3173 is the representative of BCRCD and will administer this Agreement for and on behalf of BCRCD. Lori Harrington (530) 521-8046 is the representative for the consultant. Changes in designated representatives shall be made only after advance written notice to the other party.

2. Notices. Any notice or consent required or permitted to be given under this Agreement shall be given to the respective parties in writing, by first class mail, postage prepaid, or otherwise delivered as follows:

To BCRCD: Dave Lee
Chairman of the Board
Butte County Resource Conservation District
150 Chuck Yeager Way, Suite A
Oroville, California 95965
bcrd@carcd.org

To Consultant: Lori Harrington
Cultural Research Assoc.
295 E. 8th Street
Chico, CA 95928
cra_lori@sbcglobal.net

or at such other address or to such other person that the parties may from time to time designate. Notices and consents under this section, which are sent by mail, shall be deemed to be received five (5) days following their deposit in the U.S. mail.

3. Scope of Services. Consultant agrees to provide services to BCRCDC in accordance with Exhibit "A" attached hereto and made a part hereof by this reference.

4. Term. The term of this Agreement shall commence upon signing of both parties and shall continue in effect until March 26, 2021, or as officially extended. This Agreement may be amended upon mutual written consent of both parties.

5. Compensation Consultant may submit invoices monthly as long as progress in being displayed on the project. Consultant shall be paid for performance under this Agreement in accordance with the terms of Exhibit "B" attached hereto and made a part hereof by this reference. Billing shall be by invoice, which shall include the contract number assigned by BCRCDC, and which shall be delivered to the address for BCRCDC shown in Section 2 above, following completion of the increments identified on Exhibit "B." Unless otherwise specified in Exhibit "B" payment shall be net thirty (30) days from presentation of invoice.

6. Independent Contractor. Consultant shall perform all of its services under this Agreement as an independent contractor and not as an employee of BCRCDC. Consultant understands and acknowledges that it shall not be entitled to any benefits of a BCRCDC employee, including but not limited to vacation, sick leave, insurance, retirement, workers' compensation, or protection of tenure.

7. Standard of Performance. Consultant represents that it has the skills, expertise, and licenses/permits necessary to perform the services required under this Agreement.

Accordingly, Consultant shall perform all such services in the manner and according to the standards observed by a competent practitioner of the same profession in which BCRCDD is engaged. All products of whatsoever nature, which Consultant delivers to BCRCDD pursuant to this Agreement shall be prepared in a first class and workmanlike manner and shall conform to the standards of quality normally observed by a person practicing in profession. Consultant shall correct or revise any errors or omissions, at BCRCDD's request without additional compensation. Permits and/or licenses shall be obtained and maintained by Consultant at no additional cost to BCRCDD.

8. Taxes. BCRCDD shall not be responsible for paying any taxes on Consultants behalf, and should BCRCDD be required to do so by state, federal, or local taxing agencies, Consultant agrees to promptly reimburse BCRCDD for the full value of such paid taxes, plus interest and penalty, if any. These taxes shall include, but not be limited to, the following: FICA (Social Security), unemployment insurance contributions, income tax, disability insurance, and workers' compensation.

9. Conflict of Interest. Consultant covenants that she presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. Consultant further covenants that in the performance of this Agreement, no person having any such interest shall be employed by Consultant.

10. Responsibilities of BCRCDD. BCRCDD shall provide all information reasonably necessary for Consultant to perform the services required herein.

11. Ownership of Documents. Cultural Research Assoc. and BCRCDC agree to not release any data collected or any reports to the public which are deemed to contain confidential information under state or federal guidelines.

Cultural Research Assoc. agrees to not release any materials under this section without prior approval from BCRCDC.

12. Records, Audit, and Review. Consultant shall keep such business records pursuant to this Agreement as would be kept by a reasonably prudent practitioner of Consultants profession and shall maintain such records for at least four (4) years following the termination of this Agreement. All accounting records shall be kept in accordance with generally accepted accounting practices. BCRCDC shall have the right to audit and review all such documents and records at any time during regular business hours upon reasonable notice.

13. Indemnification and Insurance. Consultant shall agree to defend, indemnify and hold harmless BCRCDC and to procure and maintain insurance.

14. Nondiscrimination. BCRCDC hereby notifies Consultant that the County of Butte's Nondiscrimination Ordinance (Article XIII of Chapter 2 of the Butte County Code) applies to this Agreement and is incorporated herein by this reference. Consultant agrees to comply with the ordinance.

15. Nonexclusive Agreement. Consultant understands and agrees that this is not an exclusive Agreement and that BCRCDC shall have the right to negotiate with and enter into contracts with others providing the same or similar services as those provided by Consultant at BCRCDC's sole discretion.

16. Assignment. Consultant shall not assign any of its rights nor transfer any of its obligations under this Agreement without the prior written consent of the BCRCDC. Any attempts to so assign or transfer without such consent shall be void and without legal effect and shall constitute grounds for termination of this Agreement.

17. Termination.

A. By BCRCDC. The BCRCDC may, by written notice to Consultant terminate this Agreement in whole or in part at any time, whether for BCRCDC's convenience or because of a failure of Consultant to fulfill the obligations herein. Upon receipt of notice, Consultant shall immediately discontinue all services (unless the notice directs otherwise) and deliver to BCRCDC all data, estimates, graphs, summaries, reports, and all other records, documents, or papers as may have been accumulated or produced by Consultant in performing this Agreement, whether complete or in process.

(1) For convenience. The BCRCDC may terminate this Agreement upon thirty (30) days written notice. Following notice of such termination, Consultant shall promptly cease work and notify the BCRCDC as to the status of its performance.

Notwithstanding any other payment provision of this Agreement, the BCRCDC shall pay Consultant for service satisfactorily performed to the date of termination to include a prorated amount of compensation due hereunder less payments, if any, previously made. In no event shall Consultant be paid an amount in excess of the full price under this Agreement nor for profit on unperformed portions of service. Consultant shall furnish to the BCRCDC such financial information as in the judgment of BCRCDC is necessary to determine the reasonable value of the services rendered by Consultant. In the event of a dispute as to the

reasonable value of the services rendered by Consultant, the decision of the BCRCDD shall be final. The foregoing is cumulative and shall not affect any right or remedy which the BCRCDD may have in law or equity.

(2) For cause. Should Consultant default in the performance of this Agreement or materially breach any of its provisions, the BCRCDD may, at its sole discretion, terminate this Agreement by written notice, which shall be effective upon receipt by Consultant.

B. By Consultant. Should the BCRCDD fail to pay Consultant all or any part of the payment set forth in Exhibit "B," Consultant may, at its sole option, terminate this Agreement if such failure is not remedied by the BCRCDD within thirty (30) days of written notice to the BCRCDD of such late payment.

18. Section Headings. The headings used in this Agreement shall be for convenience only and shall not affect the meaning, construction, or interpretation of the contents of the individual sections.

19. Severability. If one or more of the provisions contained herein shall for any reason be held to be invalid, illegal, or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

20. Remedies Not Exclusive. No remedy herein conferred upon or reserved to the BCRCDD is intended to be exclusive of any other remedy or remedies, and each and every such

remedy, to the extent permitted by law, shall be cumulative and in addition to any other remedy given hereunder or now or hereafter existing at law or in equity.

21. Time is of the Essence. Time is of the essence in this Agreement and each covenant and term is a condition herein.

22. No Waiver of Default. No delay or omission of the BCRCDC to exercise any right or power upon the occurrence of any event or default shall impair any such right or power or shall be construed to be a waiver of any such default or acquiescence therein; and every power and remedy given by this Agreement to the BCRCDC shall be exercised from time to time and as often as may be deemed expedient in the sole discretion of the BCRCDC.

23. Entire Agreement and Amendment. In conjunction with the matters considered herein, this Agreement and the accompanying exhibits contain the entire understanding and agreement of the parties and there have been no promises, representations, agreements, warranties, or undertakings by any of the parties, either oral or written, of any character or nature whatsoever, hereafter binding except as set forth herein. This Agreement may be altered, amended or modified only by an instrument in writing, executed by the parties to this Agreement and by no other means. Each party waives their future right to claim, contest or assert that this Agreement was modified, canceled, superseded, or changed by any oral agreement, course of conduct, waiver, or estoppel.

24. Successors and Assigns. All representations, covenants, and warranties set forth in this Agreement, by or on behalf of, or for the benefit of any or all of the parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns.

25. Compliance with Law. Consultant shall, at its sole cost and expense, comply with all County, State, and Federal ordinances and statutes now in force or which may hereafter be in force with regard to this Agreement. The judgment of any court of competent jurisdiction, or the admission of Consultant in any action or proceeding against Consultant, whether the BCRCDC is a party thereto or not, that Consultant has violated any such ordinance or statute, shall be conclusive of that fact as between Consultant and the BCRCDC.

26. California Law. This Agreement shall be governed by the laws of the State of California. Any litigation regarding this Agreement or its contents shall be filed in the County of Butte, if in state court, or in the federal district court nearest to Butte County, if in federal court.

27. Execution in Counterparts. This Agreement may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original; and all such counterparts, or as many of them as the parties shall preserve undestroyed, shall together constitute one and the same instrument.

28. Authority. All parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles and capacities herein stated and on behalf of any entities, persons, or firms represented or purported to be represented by such entities, persons, or firms, and that all formal requirements necessary or required by any state and/or federal law in order to enter into this Agreement have been fully met. Furthermore, by entering into this Agreement, Consultant hereby warrants that she shall not have breached the terms or conditions of any other contract or agreement to which Consultant is obligated, which breach would have a material effect hereon.

29. Precedence. In the event of a conflict between the provisions contained in the numbered sections of this Agreement and the provisions contained in the Exhibits, the provisions of the Exhibits shall prevail over those in the numbered sections.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective on the date executed by the BCRCDD.

BUTTE COUNTY RESOURCE CONSERVATION DISTRICT ("BCRCDD")

By: _____
Dave Lee, Chairman of the Board, BCRCDD

Date: _____

By: _____
Lori Harrington, Cultural Research Assoc.

Date: _____

EXHIBIT A

SCOPE OF WORK

This scope of works includes the following services:

1. The required heritage records search, state fee, and assessment of records on file at the Northeast Information Center, Chico. 1/4 mile search radius will be used.
\$500.00

2. A heritage resource surface survey of the 3.42 miles of Upper Park Road (native surfaced segment) and the 43 sediment delivery sites. Survey will extend 50 feet from the centerline of the project area. Based on site flagging and road log provided by BCRCD.

3. A draft heritage resource report will be written and submitted for review to the BCRCD. With one round of comments.

4. The Final Report delivered as paper (1 copy) as electronic (1 cd). If archaeological sites are discovered this document will become confidential and will be excluded from the Freedom of Information Act and is not to be attached, in its original form to a CEQA document.

EXHIBIT B

PAYMENT

BCRCD shall pay **Consultant** as follows:

- 85.00/hr. labor rate
- Mileage for travel will be reimbursed at the approved current Internal Revenue Service standard mileage rate.
- Reimbursement of approved travel, field and office supply expenditures incurred during the implementation of this contract.
- The total for this agreement will not exceed \$6,300.00

END OF ATTACHMENT "B"

DAWN R. GARCIA

2620 Yard Street, Oroville, CA 95966

email: avifan59@gmail.com

phone: (530) 513-1785

SPECIALTIES

Avian and wildlife field biology, habitat assessment, censusing birds by point counts and banding

EDUCATION

- 2009: Master of Science: Geological and Environmental Sciences, Applied Ecology. California State University at Chico, CA. Thesis MS: *Spatial and Temporal Patterns of the Bank Swallow on the Sacramento River, 1998-2008.*
- 2000: University of WA, Certificate: Wetlands Science and Management
- 1998: Bachelor's of Science: Geography - Resource & Environmental Studies. Southwest Texas State University, San Marcos, TX. Summa cum laude,

PERMITS

Federal bird marking and salvage permit-#23591. US. Geological Survey, Bird Banding Laboratory, USGS Patuxent Wildlife Research Center, Laurel, MD.

PUBLICATIONS

- Garcia, D, 2017. *Fall Migration and Other Natural History Observations of the Northern Saw-whet Owl in Northern Interior California, 2005-2015.* Central Valley Bird Club Bulletin.
- Acker J. and D. Garcia. 2010. *Notes on Barred Owl (Strix varia) Rectrices Molt.* North American Bird Bander. 35: 61-68
- Garcia, D., R. Schlorff, and J. Silveira. 2008. *Bank Swallows on the Sacramento River, a 10-year update on populations and conservation status.* Central Valley Bird Club Bulletin.
- Airola, D. A., S. Kostka, R. Levad, and D. Garcia. 2007. *Using Mist Nets to capture Western Purple Martins breeding in inaccessible nesting cavities.* North American Bird Bander. 31: 169-174.

PROFESSIONAL EXPERIENCE

Avian Field Tech, Rocky Mountain Power, April-Oct 2019

Assessed power poles for avian safety walking long stretches of sage, agriculture and other landscapes. Assigned protections if necessary to prevent electrocutions and collisions. Identified live and dead birds. Used multiple databases to input data. Utah, Idaho, Wyoming and Oregon.

Avian Field Biologist, Bird Conservancy of the Rockies, Colorado, May- July, Oct-Nov 2018

Conducted avian point counts across WY on public and private lands. American Dipper surveys. Lead owl bander, Northern Saw-whet Owl station, Theodore Roosevelt National Park, North Dakota

Wildlife and Aquatics Technician, US Forest Service, Oroville, CA, May 2010 thru November 2017 (7 years summer seasonal 1039 hours full-time). GS-07.

Survey USFS property for presence and nesting status of species of conservation concern, including CA Spotted Owl, Northern Goshawk, SN Yellow-legged and Red-legged Frogs, typically pre-harvest or management of forests. Conduct habitat assessments and report results in technical documents. Deploy cameras and bat detectors and analyze results. Work independently and supervise field crew. Use GPS, compass and topographic maps to navigate through often

rugged, untrailed terrain. Conduct National Breeding Bird Survey and avian point counts in various habitats.

Lead Bander: Ayuda Companies and CEMML Beale AFB, Yuba County, CA Summer 2016+2017. Ran the Monitoring Avian Productivity and Survivorship Program, requiring mist-netting, capturing, banding and taking morphometric on 200 birds. Summer 2017, Banded 20 Barn Owl nestlings for CEMML's nest box program to determine potential impacts with planes.

Wildlife Biologist, Blue Rock Services, Inc., 2013-2015, (on-call), North State Resources, Inc., October 2011-April 2012 (part-time) and Williams Wildland Consulting, Marysville, CA, 2005-2011 (full time).

Surveyed regional habitats for presence and reproductive success of species of conservation concern in Northern California, including raptors and songbirds using maps and GPS. Assessed potential impacts to habitats and species and reported results in technical documents. ATV safety certified to conduct winter bird surveys to remote locations.

Teacher, Butte College, Oroville, CA. Fall 2013-Spring 2014 (full-time, quarterly). Associate Faculty Agriculture and Natural Resources Dept. Plant Science Instructor. Conducted all aspects of teaching including designing lectures, arranging guest speakers, setting up and teaching labs, communications and grading using Blackboard, and leading campus field trips.

Biological Data Proofer, CSU Chico Research Foundation. Dec 2012-April 2013. Quality control of a 20 year Bank Swallow dataset, extension of thesis research. Rectified data sources including field notes, published and unpublished tables and GIS databases. Created rectified GIS database for use in Sacramento River bank projects by State and federal agencies.

Ornithologist, Summer 2010.

- **US Fish and Wildlife Service,** Metinic Island, Maine (full-time, 1 month)

Assisted University of Maine, Orono PhD candidate with various monitoring methods studying migration ecology, including constant effort mist netting and banding, collecting morphometric data, orientation studies, and shorebird and raptor surveys. Lived on a remote island with no running water, limited electricity and composting toilet.

- **PRBO Conservation Science,** Sacramento Valley (40 hours, 5 months)

Conducted call-playback surveys along the Sacramento River to determine local population status of the California endangered Yellow-billed Cuckoo . Documented all associated avian species during surveys.

- **UC Berkeley-Grinnell Resurvey Project,** Northern CA (full-time 2 months)

Conducted point counts on near-century old historical survey routes in various habitats and terrain, to document avian trends in relation to anthropogenic changes. Camped and traveled cross-country at several locations.

Ornithologist/Educator, CSU Chico Reserves Chico, CA. Fall and spring 2009-2013. Conduct bird banding as the focal station for the outreach program "Ecology in Flight." Taught over 1,000 3rd and 4th graders about avian ecology and use of banding as a science and conservation tool. Incorporate grade-appropriate CA science standards in program.

Wetland and Wildlife Biologist, Raedeke Associates, Inc., Seattle, WA. 2000-2005 (full-time). Conducted wetland reconnaissance, delineation, and assessment, vegetation sampling, and stream surveys. Assisted in installation and monitoring of wetland mitigation sites. Assessed wildlife habitat and conducted general wildlife and listed species inventories in the Pacific Northwest. Monitored and color-banded Northern Spotted Owls in an 11-year demographic study in the

central Cascade Range. Trapped and ear-tagged small mammals. Wrote technical documents including scientific reports and sections of Environmental Impact Statements and Biological Assessments.

GRANTS/AWARDS

Fund for Wild Nature for Altacal Audubon Society – 2010, Development and distribution of a brochure and website (bankswallows.org) to educate landowners along the Sacramento River about Bank Swallow ecology and incentive programs that protect swallow habitat. (\$3,000)

Audubon CA for Altacal Audubon Society – 2008, Curriculum development and outdoor education program “Ecology in Flight,” teaching avian science to fourth graders. (\$4,700)

CSU Chico University Foundation – fall 2006-current: Northern Saw-whet Owl Migration monitoring project on Big Chico Creek Ecological Reserve. (\$13,800)

CSU Chico University Foundation – 2008, coordinated workshop “Determining age and sex of passerines by plumage characteristics,” for 10 volunteers. (\$1,800)

SELECTED VOLUNTEER ACTIVITIES

2006-current **Altacal Audubon Society (AAS) Conservation Committee**, Chico, CA
Inform members and promote advocacy regarding local and state conservation issues. Represent AAS as member of the Sacramento River Bank Swallow Technical Advisory Committee. Write grants and develop educational and conservation programs. Organized volunteers to identify breeding populations of Burrowing Owls for the Institute for Bird Populations. Held training sessions, conducted surveys, collected and reviewed data (2006).

2003-current **Northern Saw-whet Owl Study**, Olympic peninsula and Puget Sound, WA and Forest Ranch, CA, Big Chico Creek Ecological Reserve-CSU Chico. Mist-netted and banded over 500 Northern Saw-whet Owls to determine fall movement patterns in the Pacific Northwest (see publications) Radio-marked 19 owls to determine winter roost characters in partnership with CSU Chico MS student.

2005-2010 **Songbird Migration Monitoring**, Chico, CA
Established constant effort landbird mist-netting stations and point count transects to determine species diversity and abundance on two CSU Chico habitat reserves. Recruited, trained, supervised, and subpermitted volunteers. Produced annual reports and submitted data to Research Foundation.

2000-2005 **Purple Martin Study**, Bainbridge Island, WA, Sacramento, CA
Assisted in banding and capture of Purple Martins in a unique setting for an ongoing population study in Sacramento, CA. In WA, recruited homeowners to erect gourds and monitor activity of the State candidate species. Banded nestlings and adults, reported status to Regional Coordinator for martins.

PROFESSIONAL REFERENCES

- **JoAnna Arroyo**
Wildlife Biologist Feather River Ranger District, Oroville, CA 95966
Office: (530) 532-7429, email: jarroyo@fs.fed.us
- **Sheli Wingo**
Partners for Fish & Wildlife Program Coordinator, U. S. Fish & Wildlife Service
Office: (530) 527-3043 x255, email: sheli_wingo@fws.gov
- **Michelle Ocken**
Natural Resources Specialist, PG&E
Office: (530) 863-3439, email: michelle.ocken@pge.com

AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR

THIS AGREEMENT ("Agreement") is made by and between the BUTTE COUNTY RESOURCE CONSERVATION DISTRICT ("BCRCD") and DAN LIPP (Lipp"). Lipp agrees to provide and BCRCD agrees to accept the services specified herein.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

1. Designated Representative. David Lee, Chairman of BCRCD (530) 521-4707 is the representative of BCRCD and will administer this Agreement for and on behalf of BCRCD. Dan Lipp (989) 859-4302 is the representative for himself. Changes in designated representatives shall be made only after advance written notice to the other party.

2. Notices. Any notice or consent required or permitted to be given under this Agreement shall be given to the respective parties in writing, by first class mail, postage prepaid, or otherwise delivered as follows:

To BCRCD: David Lee
Chairman
Butte County Resource Conservation District
150 Chuck Yeager Way, Suite A
Oroville, California 95965
ssadave@comcast.net

To Lipp: Dan Lipp
202 Mill St., Apt. 2
Greenville, CA 95947
lippdani@gmail.com

or at such other address or to such other person that the parties may from time to time designate. Notices and consents under this section, which are sent by mail, shall be deemed to be received five (5) days following their deposit in the U.S. mail.

3. Scope of Services Lipp agrees to provide services to BCRCDC in accordance with Exhibit "A" attached hereto and made a part hereof by this reference.

4. Term. The term of this Agreement shall commence upon signing of both parties and shall continue in effect until December 31, 2021, or as officially extended. This Agreement may be amended upon mutual written consent of both parties.

5. Compensation Lipp shall be paid for performance under this Agreement in accordance with the terms of Exhibit "B" attached hereto and made a part hereof by this reference. Billing shall be by invoice, which shall include the contract number assigned by BCRCDC, and which shall be delivered to the address for BCRCDC shown in Section 2 above, following completion of the increments identified on Exhibit "B." Unless otherwise specified in Exhibit "B" payment shall be net sixty (60) days from presentation of invoice.

6. Independent Contractor. Lipp shall perform all of its services under this Agreement as an independent contractor and not as an employee of BCRCDC. Lipp understands and acknowledges that it shall not be entitled to any benefits of a BCRCDC employee, including but not limited to vacation, sick leave, insurance, retirement, workers' compensation, or protection of tenure.

7. Standard of Performance. Lipp represents that it has the skills, expertise, and licenses/permits necessary to perform the services required under this Agreement. Accordingly, Lipp shall perform all such services in the manner and according to the

standards observed by a competent practitioner of the same profession in which BCRCDD is engaged. All products of whatsoever nature, which Lipp delivers to BCRCDD pursuant to this Agreement shall be prepared in a first class and workmanlike manner and shall conform to the standards of quality normally observed by a person practicing in profession. Lipp shall correct or revise any errors or omissions, at BCRCDD's request without additional compensation. Permits and/or licenses shall be obtained and maintained by Lipp at no additional cost to BCRCDD.

8. Taxes. BCRCDD shall not be responsible for paying any taxes on Lipp's behalf, and should BCRCDD be required to do so by state, federal, or local taxing agencies, Lipp agrees to promptly reimburse BCRCDD for the full value of such paid taxes, plus interest and penalty, if any. These taxes shall include, but not be limited to, the following: FICA (Social Security), unemployment insurance contributions, income tax, disability insurance, and workers' compensation.

9. Conflict of Interest. Lipp covenants that he presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. Lipp further covenants that in the performance of this Agreement, no person having any such interest shall be employed by Lipp.

10. Responsibilities of BCRCDD. BCRCDD shall provide all information reasonably necessary for Lipp to perform the services required herein.

11. Ownership of Documents. BCRCDD shall be the owner of the following items incidental to this Agreement upon production, whether or not completed: all data collected, all documents of any type whatsoever, and any material necessary for the

practical use of the data and/or documents from the time of collection and/or production whether or not performance under this Agreement is completed or terminated prior to completion. Lipp shall not release any materials under this section without prior written approval from BCRCO.

No materials produced in whole or in part under this Agreement shall be subject to copyright in the United States or in any other country except at the sole discretion of the BCRCO. The BCRCO shall have the unrestricted authority to publish, disclose, distribute, and otherwise use, in whole or in part, any reports, data, documents, or other materials prepared under this Agreement.

12. Records, Audit, and Review. Lipp shall keep such business records pursuant to this Agreement as would be kept by a reasonably prudent practitioner of Lipp profession and shall maintain such records for at least four (4) years following the termination of this Agreement. All accounting records shall be kept in accordance with generally accepted accounting practices. BCRCO shall have the right to audit and review all such documents and records at any time during regular business hours upon reasonable notice.

13. Indemnification and Insurance. Lipp shall agree to defend, indemnify and hold harmless BCRCO and to procure and maintain General Liability and Automobile insurance in the aggregate amount of \$1,000,000.00, or as determined by the Board.

14. Nondiscrimination. BCRCO hereby notifies Lipp that the County of Butte's Nondiscrimination Ordinance (Article XIII of Chapter 2 of the Butte County Code) applies to this Agreement and is incorporated herein by this reference. Lipp agrees to comply with the ordinance.

15. Nonexclusive Agreement. Lipp understands and agrees that this is not an exclusive Agreement and that BCRCDC shall have the right to negotiate with and enter into contracts with others providing the same or similar services as those provided by Lipp at BCRCDC's sole discretion.

16. Assignment. Lipp shall not assign any of its rights nor transfer any of its obligations under this Agreement without the prior written consent of the BCRCDC. Any attempts to so assign or transfer without such consent shall be void and without legal effect and shall constitute grounds for termination of this Agreement.

17. Termination.

A. By BCRCDC. The BCRCDC may, by written notice to Lipp terminate this Agreement in whole or in part at any time, whether for BCRCDC's convenience or because of a failure of Lipp to fulfill the obligations herein. Upon receipt of notice, Lipp shall immediately discontinue all services (unless the notice directs otherwise) and deliver to BCRCDC all data, estimates, graphs, summaries, reports, and all other records, documents, or papers as may have been accumulated or produced by Lipp in performing this Agreement, whether complete or in process.

(1) For convenience. The BCRCDC may terminate this Agreement upon thirty (30) days written notice. Following notice of such termination, Lipp shall promptly cease work and notify the BCRCDC as to the status of its performance.

Notwithstanding any other payment provision of this Agreement, the BCRCDC shall pay Lipp for service satisfactorily performed to the date of termination to include a prorated amount of compensation due hereunder less payments, if any, previously made. In no event shall Lipp be paid an amount in excess of the full price

under this Agreement nor for profit on unperformed portions of service. Lipp shall furnish to the BCRCDC such financial information as in the judgment of BCRCDC is necessary to determine the reasonable value of the services rendered by Lipp. In the event of a dispute as to the reasonable value of the services rendered by Lipp, the decision of the BCRCDC shall be final. The foregoing is cumulative and shall not affect any right or remedy which the BCRCDC may have in law or equity.

(2) For cause. Should Lipp default in the performance of this Agreement or materially breach any of its provisions, the BCRCDC may, at its sole discretion, terminate this Agreement by written notice, which shall be effective upon receipt by Lipp.

B. By LIPP. Should the BCRCDC fail to pay Lipp all or any part of the payment set forth in Exhibit "B," Lipp may, at its sole option, terminate this Agreement if such failure is not remedied by the BCRCDC within thirty (30) days of written notice to the BCRCDC of such late payment.

18. Section Headings. The headings used in this Agreement shall be for convenience only and shall not affect the meaning, construction, or interpretation of the contents of the individual sections.

19. Severability. If one or more of the provisions contained herein shall for any reason be held to be invalid, illegal, or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

20. Remedies Not Exclusive. No remedy herein conferred upon or reserved to the BCRCDD is intended to be exclusive of any other remedy or remedies, and each and every such remedy, to the extent permitted by law, shall be cumulative and in addition to any other remedy given hereunder or now or hereafter existing at law or in equity.

21. Time is of the Essence. Time is of the essence in this Agreement and each covenant and term is a condition herein.

22. No Waiver of Default. No delay or omission of the BCRCDD to exercise any right or power upon the occurrence of any event or default shall impair any such right or power or shall be construed to be a waiver of any such default or acquiescence therein; and every power and remedy given by this Agreement to the BCRCDD shall be exercised from time to time and as often as may be deemed expedient in the sole discretion of the BCRCDD.

23. Entire Agreement and Amendment. In conjunction with the matters considered herein, this Agreement and the accompanying exhibits contain the entire understanding and agreement of the parties and there have been no promises, representations, agreements, warranties, or undertakings by any of the parties, either oral or written, of any character or nature whatsoever, hereafter binding except as set forth herein. This Agreement may be altered, amended or modified only by an instrument in writing, executed by the parties to this Agreement and by no other means. Each party waives their future right to claim, contest or assert that this Agreement was modified, canceled, superseded, or changed by any oral agreement, course of conduct, waiver, or estoppel.

24. Successors and Assigns. All representations, covenants, and warranties set forth in this Agreement, by or on behalf of, or for the benefit of any or all of the parties hereto, shall be binding upon and insure to the benefit of such party, its successors and assigns.

25. Compliance with Law. Lipp shall, at its sole cost and expense, comply with all County, State, and Federal ordinances and statutes now in force or which may hereafter be in force with regard to this Agreement. The judgment of any court of competent jurisdiction, or the admission of Lipp in any action or proceeding against Lipp, whether the BCRCB is a party thereto or not, that Lipp has violated any such ordinance or statute, shall be conclusive of that fact as between Lipp and the BCRCB.

26. California Law. This Agreement shall be governed by the laws of the State of California. Any litigation regarding this Agreement or its contents shall be filed in the County of Butte, if in state court, or in the federal district court nearest to Butte County, if in federal court.

27. Execution in Counterparts. This Agreement may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original; and all such counterparts, or as many of them as the parties shall preserve undestroyed, shall together constitute one and the same instrument.

28. Authority. All parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles and capacities herein stated and on behalf of any entities, persons, or firms represented or purported to be represented by such entities, persons, or firms, and that all formal requirements necessary or required by any state and/or federal law in order to enter into

this Agreement have been fully met. Furthermore, by entering into this Agreement, Lipp hereby warrants that is shall not have breached the terms or conditions of any other contract or agreement to which Lipp is obligated, which breach would have a material effect hereon.

29. Precedence. In the event of a conflict between the provisions contained in the numbered sections of this Agreement and the provisions contained in the Exhibits, the provisions of the Exhibits shall prevail over those in the numbered sections.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective on the date executed by the BCRCDD.

BUTTE COUNTY RESOURCE CONSERVATION DISTRICT ("BCRCDD")

By: _____
David Lee, BCRCDD Chairman

Date: _____
BCRCDD

By: _____
Dan Lipp

Date: _____

EXHIBIT A –

SCOPE OF WORK

1. As need (not to exceed 1,000 hours or \$40,000)

END OF EXHIBIT “A”

EXHIBIT B

PAYMENT

BCRCD shall pay DAN LIPP (consultant) for project work as follows:

- 1) Consultant will be paid \$40.00 per hour for work on BCRCD projects.
- 2) Consultant will be reimbursed for approved travel mileage at the standard rate as determined by the Internal Revenue Service.
- 3) Consultant will be reimbursed for office supplies necessary BCRCD projects.
- 4) Consultant will **Not** be reimbursed for time spent traveling to or from a project site.
- 5) Consultant will provide a mileage log including date, project name, and mileage each month for approval and payment by BCRCD.

END OF EXHIBIT “B

AMENDMENT TO CONTRACT

North Butte County Road Inventory and Improvement Project

This Amendment to the Contract identified below, between the County of Butte and the Contractor identified below, reflects the mutual agreement between the parties to amend this Contract in consideration for the mutual promises contained herein.

Amendment Number	01	Date of Amendment	09/06/2018
Contract Number	X90259	Date of Contract	7/25/17
Contractor	Butte County Resource Conservation District		
Previous Contract Price	\$ 100,000	Fixed Price	Not-to-Exceed Price
Net Change This Amendment	\$ 0	Fixed Price	Not-to-Exceed Price
Revised Contract Price	\$ 100,000	Fixed Price	Not-to-Exceed Price
Original Completion Date	Through the term of the Grant		
Revised Completion Date	Through the term of the Grant		

Description of Additional Changes: (If any provision of the Contract is being modified by this Amendment, include the amended form of the modified provision below.)

This amendment serves to clarify the roles and responsibilities of the subject parties subsequent to the final draft of the grant agreement and prior to the implementation of physical improvements to the roadway.

In the Scope of Work, under the Section 3.B entitled “North Butte County Road Inventory”; Add to subsection “3.B.a. District Responsibilities” the following:

The District will work with the County to perform due diligence of the roadway entitlement which includes 1) determination of location of potential improvements outside of current maintained roadway/ prescriptive right-of-way, and for these locations 2) request the County perform cursory right-of-way investigations to determine ownership and type of right-of-way dedication and 3) if the previous efforts are unable to satisfactorily determine ownership of roadway, the District will procure preliminary title reports up to a maximum expenditure of \$5,000.00.

Add to subsection “3.B.b. County Responsibilities” the following:

For locations of concern, the County will perform cursory investigations to determine parcel locations and status of right-of-way to confirm what form, if any, dedications of right-of-way dedications are present for said locations. The County will also assist the District with requesting preliminary title reports, if needed.

In the Scope of Work, under the Powelton Road Improvement Project (Section “3.C”);

Extinguish and replace the existing section 3.C.b “County Responsibilities” with the following:

The County will review and comment on the ECP, assist with the CEQA analysis/ project permitting, and provide administrative oversight of construction activities; the District will perform day-to-day construction inspections. The County will be responsible for the solicitation for construction bids, and will be party to the owner-contractor contract for implementation of said Powelton Road improvements. The County will consult with the District to confirm terms and fiscal elements are acceptable prior to awarding the construction contract. The County will be responsible for management of the contract including the payment of construction invoices related to contract.

The County will contribute cash match funds toward the work done by others for the ECP design and engineering, CEQA/permitting, construction oversight, and construction. At the time of this amendment, there is a balance of approximately \$49,000 remaining of the original \$100,000 obligation of the matching funds that the County is due to the District. The County recognizes the construction contract cost may exceed the original amount stipulated, and the County will contribute up to \$125,000 in addition to the previously reimbursed \$51,000. If in the event that bids to implement the measures exceed the cumulative available funding by both the District and County, then the County will reevaluate the scope of the project and available funding, and coordinate with the District on alternative options. In-kind participation is estimated to be \$20,750 in the form of staff time (Public Works), travel, and office supplies.

In Section 13 "Notifications" Replace the County Contact information with the following

Butte County Public Works Department
 Attention: Radley Ott, Assistant Director
 7 County Center Drive
 Oroville, CA 95965
 Phone: (530)538-7681
 Email: rott@ButteCounty.net

Replace Exhibit A with the updated version attached.

All other terms of this Contract shall remain in full force and effect and are hereby reaffirmed as originally stated or as previously amended by prior written amendment to this contract.

COUNTY

CONTRACTOR

 Dennis Schmidt Date
 Director Public Works

 David Lee, Chairman Date
 Butte County Resource Conservation District

Approved As To Form:

By _____
 Public Works Review Date

By _____
 Bruce S. Alpert
 Butte County Counsel Date

3rd PARTY PARTNERSHIP REVENUE CONTRACT

This Contract, dated as of the last date executed by the Agency is between the Agency identified below in the Variable Information Table hereinafter referred to as "Agency" and County of Butte, a political subdivision of the State of California, hereinafter referred to as "County."

VARIABLE INFORMATION TABLE				R
Term of This Contract (Complete Dates in Just One of the Following Two Rows)				
√ Below	Term Begins		Term Completion Date	
	On Following Date		Through Following Date	
x	Upon Last Date Executed by Agency		720	Calendar Days Following Execution of Contract by Agency
Project Name	North Butte County Road Inventory and Improvement Project	Fiscal Year(s)	19/20-20/21	
Payment Type	Revenue will be paid: <input type="checkbox"/> Upon receipt of statement <input checked="" type="checkbox"/> Cost reimbursement <input type="checkbox"/> Other			
	<input checked="" type="checkbox"/> Monthly Price	<input type="checkbox"/> Semi-Annual Price	<input type="checkbox"/> Quarterly Price	<input type="checkbox"/> Other (Please Explain)
Not-to-Exceed Price	\$100,000	√	√ if Reasonable Expenses are authorized	
Agency Contact Information		County Contact Information		
Project Manager	Thad Walker	Project Manager	Radley Ott	
Agency	Butte County Resource Conservation District	Department	Public Works	
Address	150 Chuck Yeager, Suite A	Address	7 County Center Drive	
City, State & ZIP	Oroville, CA 95965	City, State & ZIP	Oroville, CA 95965	
Telephone	530-693-3173	Telephone	530.538.7681	

WHEREAS, the Agency identified above, desires to have work described in the Attachment III - Scope of Work performed; and

WHEREAS, the County possesses the necessary qualifications to perform the work described herein.

NOW THEREFORE BE IT AGREED between the parties to this Contract that this Contract is subject to the provisions contained in the following attachments which are made a part of this Contract. Should there be any conflicts between this Contract and the attachments that are incorporated herein, precedence shall first be given to the provisions of this Contract followed by the attachments, in descending order, as indicated below:

- Attachment I – Terms and Conditions
- Attachment II – Insurance Requirements
- Attachment III – Scope of Work

This Contract and all the above listed Attachments represent the entire undertaking between the parties.

AGENCY

COUNTY

_____ Date
 David Lee, Chairman
 Butte County Resource Conservation District

_____ Date
 Dennis Schmidt,
 Director – Public Works

REVIEWED AS TO FORM
 BRUCE S. ALPERT
 BUTTE COUNTY COUNSEL

By _____ Date _____

REVIEWED FOR FISCAL CONTROL,
 SUBJECT TO BUDGETARY APPROPRIATION
 Butte County Contracts Division

By _____ Date _____

**ATTACHMENT I
TERMS AND CONDITIONS**

1. **Scope of Work.** The work to be undertaken is identified in the attached "Attachment III – Scope of Work" which is made a part of this Contract. All payments are due to the County within 30 days of receipt of statement.
2. **Reimbursement.** The work shall be performed for the Fixed Price, Annual Price, Monthly Price, Hourly Rate or Commission as indicated above in the variable information table. Reasonable expenses are authorized if the block authorizing Reasonable Expenses is checked in the variable information table. Payment shall be made after the Agency reviews and approves the work and after submittal of an invoice by the County.
3. **Agency Project Manager.** The Agency project manager or designee for this undertaking who will receive payment invoices and answer questions related to the coordination of this undertaking is identified above in the variable information table.
4. **Independent Contractor.** Agency employees shall not be considered as employees of the County. Agency employees shall work under Agency supervision and direction and are not representatives or employees of the County.
5. **Confidentiality.** The County shall maintain the confidentiality of all Agency records and information, including, but not limited to HIPAA, and all other applicable County, State, and Federal laws, ordinances, rules, regulations, manuals, guidelines, and directives, relating to privacy/security, whichever is most restrictive. County shall require all its officers, employees, and agents providing services hereunder to acknowledge, in writing, the understanding of, and agreement to fully comply with, all such confidentiality provisions. County shall indemnify and hold harmless Agency, its officers, employees, and agents, from and against any and all loss damage liability, and expenses arising from any disclosure of such records and information by County, its officers, employees, or agents.
6. **Termination.** This Contract may be terminated by either the Agency or the County by a thirty day written notice. Authorized costs incurred by the County will be reimbursed by the Agency up to the date of termination. Notwithstanding anything stated to the contrary herein, this Contract shall expire on the Completion Date indicated in the above Variable Information Table unless the Completion Date is modified by written amendment to this Contract. The County may terminate the Contract immediately upon service notice to the Agency if the Agency is found to not be in compliance with any section of this Contract.
7. **Indemnification.** Agency agrees to accept responsibility for loss or damage to any person or entity, and to defend, indemnify, hold harmless and release the County, its officers, agents and employees from and against any and all actions, claims, damages, disabilities or expenses that may be asserted by any person or entity, including Agency, to the extent arising out of or in connection with the negligent acts or omissions or willful misconduct in the performance by Contractor hereunder, whether or not there is concurrent negligence on the part of the County, but excluding liability due to the active negligence or willful misconduct of the County. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Agency or its agents under worker's compensation acts, disability benefit acts, or other employee benefits acts. Agency shall be liable to County for any loss of or damage to County property arising out of or in connection with Agency's negligence or willful misconduct.
8. **Insurance Requirements.** Agency shall procure and maintain for the duration of this Contract, insurance against claims for injuries to persons or damages to property which may arise from, or be in connection with the performance of the Work hereunder by Agency, Agency's agents, representatives, employees and subcontractors. At the very least, Contractor shall maintain

the insurance coverage, limits of coverage, and other insurance requirements as described in Attachment II to this Contract.

9. **Changes to the Contract.** The body of this contract and the attachments fully express all understandings of the parties concerned regarding all matters covered and shall constitute the total contract. No addition to, or alteration of, the terms of this contract, whether by written or verbal understanding of the parties, their officers, agents or employees, shall be valid unless made in the form of a written amendment to this contract which is formally approved and executed by both parties.
10. **Notices.** All notices, claims, correspondence, reports and/or statements authorized or required by this contract shall be addressed to the Project Manager identified in the Variable Information Table.
11. **Nondiscrimination.** Agency shall comply with County's nondiscriminatory policies which address the employment of personnel, or any other respect of employment or provision of services so as not to discriminate on the basis of race, color, religion, national origin, ancestry, sex, sexual preference, age, physical or mental disability, or marital status.
12. **Assignment.** This contract is not to be assigned by Agency in whole or in part, without the express written consent of the County.
13. **Conflict of Interest.**
 - A. County shall have no interest, and shall not acquire any interest, direct or indirect, which will conflict in any manner or degree with the performance of services required under this contract.
 - B. This provision does not run exclusively to Agency; but rather it expressly also runs to those persons receiving services provided for herein. In the event a potential conflict arises, County will immediately advise Agency so that the potential conflict can be eliminated or avoided.
 - C. Agency enters this contract upon the express representation that County may have other contracts in effect with Agency.
14. **Applicable Law and Forum.** This Contract shall be construed and interpreted according to California law and any action to enforce the terms of this Contract for the breach thereof shall be brought and tried in the County of Butte.
15. **NO DELEGATION OR ASSIGNMENT:** Agency shall not delegate, transfer or assign its duties or rights under this Agreement, either in whole or in part, directly or indirectly, by acquisition, asset sale, merger, change of control, operation of law or otherwise, without the prior written consent of County and any prohibited delegation or assignment shall render the contract in breach. Upon consent to any delegation, transfer or assignment, the parties will enter into an amendment to reflect the transfer and successor to Agency. County will not be obligated to make payment under the Agreement until such time that the amendment is entered into.

ATTACHMENT II
STANDARD INSURANCE REQUIREMENTS

Before the commencement of work, Contractor shall submit Certificates of Insurance and Endorsements evidencing that Contractor has obtained the following forms of coverage and minimal amounts specified:

A. MINIMUM SCOPE OF INSURANCE.

- 1.) Commercial General Liability coverage (Insurance Services Office (ISO) "occurrence" form CG 0001 1185.)]
- 2.) Automobile Liability Insurance – standard coverage offered by insurance carriers licensed to sell auto liability insurance in California. Construction contracts only - Insurance Services Office's Business Auto Coverage form number CA 0001 0187 covering "any auto" and endorsement CA 0029 1288 Changes in Business Auto and Truckers Coverage forms - Insured Contract.
- 3.) Workers' Compensation Insurance as required by the Labor code and Employers Liability insurance
- 4.) Professional Liability Insurance - when the contract involves professional services such as engineering architectural, legal, accounting, instructing, and consulting, professional liability insurance is required.

B. MINIMUM LIMITS OF INSURANCE.

- 1.) **General Liability:** At least \$1,000,000 combined single limit **per occurrence** coverage for bodily injury, personal injury and property damage, plus an annual aggregate of at least \$2,000,000. If a general aggregate limit is used, then either the general aggregate limit shall apply separately to this project/location, or the general aggregate limit shall be **twice** the required per occurrence limit. The contractor or contractor's insurance carrier shall notify County if incurred losses covered by the policy exceed 50% of the annual aggregate limit.
- 2.) **Automobile Liability:** At least \$100,000 to cover bodily injury for one person and \$300,000 for two or more persons, and \$50,000 to cover property damages. However, policy limits for construction projects shall be at least \$1,000,000 combined single limit per accident for bodily injury and property damage for autos used by the contractor to fulfill the requirements of this contract, and coverage shall be provided for "Any Auto", Code 1 as listed on the Accord form Certificate of Insurance.
- 3.) **Workers' Compensation and Employer's Liability:** Workers' Compensation insurance up to policy limits and Employer Liability insurance each with policy limits of at least \$1,000,000 for bodily injury or disease.

C. DEDUCTIBLES AND SELF-INSURED RETENTIONS.

Any deductibles or self-insured retention must be declared on certificates of insurance and approved by the County. At the option of the County, either the insurer shall reduce or eliminate such deductibles or self-insured retention as respects the County, its officers, officials, employees and volunteers, or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claims administration and defense expenses.

D. OTHER INSURANCE PROVISIONS.

- 1.) **General liability insurance policies shall be endorsed to state:**
 - a.) The County, its officers, officials, employees and volunteers are to be covered as additionally insured as respects liability arising out of activities performed by or at the direction of the Contractor, including products and completed operations of the Contractor; premises owned, occupied or used by the Contractor; or automobiles owned, leased, hired or borrowed by Contractor. The coverage

Commented [OR1]: Sara- Original contract has little to no insurance requirements. Curious if you know how critical these are for a revenue agreement. I seriously doubt the District can meet these easily.

Commented [MS2R1]: Not sure

shall contain no special limitations on the scope of protection afforded to the County, its officers, officials, employees or volunteers.

b.) Contractor's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

c.) Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

2.) **Construction contracts.** Construction contracts must also provide an endorsement for Automobile liability insurance, which includes the items listed in D1 above.

E. ACCEPTABILITY OF INSURANCE CARRIERS.

Insurance is to be placed with insurers who are licensed to sell insurance in the State of California and who possess a Best's rating of no less than A-: VII. If the contractor's insurance carrier is not licensed to sell insurance in the State of California, then the carrier must possess a Best rating of at least A: VIII. (For Best ratings go to <http://www.ambest.com/>)

F. VERIFICATION OF COVERAGE.

Contractor shall furnish the County certificates of insurance and original endorsements affecting coverage required by this clause. All certificates of insurance and endorsements are to be received by the County before work under the contract has begun. The County reserves the right to require complete, certified copies of all insurance policies required by this contract.

Certificates of insurance shall state that the insuring agency agrees to endeavor to mail to County written notice 30 days before any of the insurance policies described herein are cancelled.

Contractor agrees to notify County within two working days of any notice from an insuring agency that cancels, suspends, reduces in coverage or policy limits the insurance coverages described herein.

G. SUBCONTRACTORS.

Contractor shall include all subcontractors as insured under its policies or require all subcontractors to be insured under their own policies. If subcontractors are insured under their own policies, they shall be subject to all the requirements stated herein, including providing the County certificates of insurance and endorsements before beginning work under this contract.

**ATTACHMENT III
SCOPE OF WORK**

Unless indicated otherwise herein, the County shall furnish all labor, materials, transportation, supervision and management and pay all taxes required to complete the project described below:

1. DUTIES OF AGENCY:

As part of the previously, and subsequently amended expense agreement (County Contract Reference No. X90259) with the County regarding the erosion control improvements to Powelton Road and the inventory of other various roads, the District will reimburse the County for any costs borne by the County to compensate the construction contractor associated with the owner-contractor construction contract that is above the balance of stipulated cash match the County owes the District at the time of reimbursement. [The District shall provide daily administrative monitoring of the Construction project.](#)

2. DUTIES OF COUNTY:

As part of the aforementioned County/ Agency agreement, and subsequently amended to have the County be party to the agreement with the contractor in the construction contract, the County will, as part of this agreement:

- a) Be primary party to the construction contract for implementation of Powelton Road Improvements,
- b) Manage construction contract, make progress and final payments to the construction contractor in accordance with the construction contract. [The District will provide daily administrative monitoring of the Construction project.](#)
- c) Consult with the District to confirm terms and fiscal elements are acceptable prior to awarding the construction contract.
- d) Submit detailed invoices to the District on a monthly basis at the end of the month for reimbursement to the County for construction contract payments. District will review invoices submitted by the County, and will reimburse the County within 75 days after submittal of approved invoice.
- e) Make all financial and construction inspection records available to the District for a minimum of 5 years following the closing of the construction contract.

3. COMPENSATION AND METHOD OF PAYMENT:

- A. For the performance of such services, Agency agrees to pay County the amount(s) indicated in the Variable Information Table.
- B. Agency and County have negotiated and agreed that the sum(s) represented in the Variable Information Table shall be paid to County as compensation for the expertise of County employees and the services under this contract:

<u>Personnel</u>	<u>Billing Rate</u>
Assistant Director	\$99.63
Administrative Analyst, Senior	\$61.59
Administrative Analyst	\$42.06
Administrative Analyst, Associate	\$39.58
Civil Engineer, Senior	\$86.07
Civil Engineer, Associate	\$78.00
Contract Procurement Agent	\$51.82
Engineer, Project Coordinator	\$72.38
Engineering Assistant	\$48.89
Engineering Technician, Senior	\$56.32
Engineering Technician, Assistant	\$37.12

- C. Agency shall compensate County monthly in arrears for services provided. County shall bill Agency by submitting an invoice which shall contain the following information: the service dates, number of services provided multiplied by the agreed to billing rate(s) and total charges.
- D. This contract provides for the full compensation to County for services required hereunder.



January 31, 2020

To: Resource Conservation District Board Members

Subject: New State-Level Memorandum of Agreement between NRCS, CARCD and individual Resource Conservations Districts

We are excited to report our joint efforts to finalize a new state-level Memorandum of Agreement between CA-NRCS, the California Association of Resource Conservation Districts (CARCD) and each individual Resource Conservation District (RCD) has been completed. The original national MOA template has been reviewed and edited by the CARCD board members after which, a draft copy was distributed to all RCDs in July/August 2019 for their review and concurrence. Attached is the final RCD-MOA, MOA attachments and a MOA fact sheet.


NRCS District Conservationists across the State will present this MOA to the RCD Directors with the appropriate RCD name in the agreement for signature. After the RCD signs the MOA, we will provide the agreement to Don Butz, President, CARCD, for signature and he will return the agreement to Carlos Suarez, State Conservationist. A copy of the final signed agreement will be returned to each RCD. The original copy of each agreement will be kept at the CA-NRCS state office.

For the board's information, attached is a MOA fact sheet which includes the following:

- Background information;
- Why a new agreement is necessary;
- Why a name change;
- What's in the new agreement, and are there any negative impacts;
- History of our partnerships;
- What we can do together, and the intent.

If you have any questions please contact Gayle Barry, Special Assistant to the State Conservationist at 530-792-5661 or gayle.barry@usda.gov.

Thank you so much for your continued partnership.



Carlos Suarez
State Conservationist

with attachments:
RCD-MOA
MOA Attachments
MOA Fact Sheet



Memorandum of Agreement Fact Sheet

Background Information:

NRCS is in the process of replacing the current State Level Cooperative Working Agreement (CWA) (signed in 1999), with each Resource Conservation District, with a new **Memorandum of Agreement (MOA)**.

- Currently NRCS has a state level Cooperative Working Agreement with each Resource Conservation District. These Cooperative Working Agreements will be replaced with a new Memorandum of Agreement.
- The Memorandum of Agreement is between California-NRCS, California Association of Resource Conservation Districts, and each Resource Conservation District.
 - The Memorandum of Agreement documents the relationship and basic framework for the cooperation between NRCS, and the Resource Conservation District on a statewide basis.
 - Neither funding nor things of value can be transferred through the Memorandum of Agreement.
 - The Memorandum of Agreement is not a legally or financially binding document.

Why New Agreements with Resource Conservation Districts:

- NRCS now falls under a new branch of USDA called Farm Production and Conservation (FPAC). The administrative functions of the component Agencies (NRCS, FSA and RMA) have been merged. Thus, numerous supporting documents are being looked at with fresh eyes, including the Agreements that Soil Conservation Service (SCS) and NRCS have operated under with conservation districts for the last 80 years. Now we are being directed to reformat and re-sign these documents to bring them up-to-date and make them consistent with the language used across FPAC.

Why a Name Change:

- The reason to change the name from Cooperative Working Agreement to Memorandum of Agreement is to ensure the correct and legal use of the partnership agreement.
 - The state level Cooperative Working Agreement was previously improperly used as a Memorandum of Agreement, which documents the working relationship between NRCS and RCD's but is not legally or financially binding
 - Memorandum of Agreements are very different from Cooperative Agreements, which are used for securing agreements of monetary

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Memorandum of Agreement Fact Sheet

value or imply transfer of funds. Memorandum of Agreements cannot be used in exchange of monetary value or transfer of funds.

- Cooperative Agreements are legally or financially binding and imply there is some type of monetary transfer and is a legal or financial binding document.

What's in the New Memorandum of Agreement:

- Several additions have been made to the Memorandum of Agreement which were highlighted in the 2018 Farm Bill and subsequently prompted NRCS to review the Cooperative Working Agreement for quality assurance. The Memorandum of Agreement has been updated nationally with a statement of mutual benefit. The following language additions have been made:
 - Emphasis on locally-led voluntary conservation has been added;
 - Specific language on what NRCS and the RCD's shall do regarding locally-led voluntary conservation and adherence to technical standards;
 - To include language on data and information sharing; and
 - A section on general provisions that address period of performance, amendments and transfer of funding or non-monetary resources.

Are there any negative impacts?

- *We do not expect this to have any negative impacts* on our relationship with the California Association of Resource Conservation Districts, or individual Resource Conservation Districts. In fact, this is a positive thing that we will be codifying in current terms the historic relationship between NRCS and our District partners. It's not surprising that across 50 states, 2 territories and 85 years our many agreements have gotten a bit "individualized." FPAC is developing a standard template and now our agreements will be similar from Alabama to Wyoming.

History of Partnerships:

- The Brown Creek Soil Conservation District in North Carolina signed the first Memorandum of Understanding, (currently called a Cooperative Working Agreement and soon to be replaced by a new Memorandum of Agreement) with USDA in 1937. The acreage in districts topped the two billion mark in 1973. Beginning in 1980, Native Americans organized districts and began receiving assistance from NRCS as well.
- Partnerships expand the reach and depth of conservation on the land. It is our duty to provide quality assistance to farmers, ranchers and landowners to ensure protection of our nation's lands. Individually the federal and state agencies, nonprofit groups, and Resource Conservation Districts that comprise our conservation partnerships have a diversity of expertise in discipline,

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Memorandum of Agreement Fact Sheet

location/area, and focus. As partners in conservation, these groups share their unique areas of expertise and conservation work to put more conservation on the land.

What we can do together:

- Approve conservation plans, in accordance with conservation policy;
- Provide technical assistance;
- Provide administrative support;
- Lead the locally led process;
- Provide input on local natural resource concerns and recommendations to NRCS for Conservation Technical Assistance programs;
- Lead local communication and public participation;
- Assist with outreach programs;
- Convene the USDA local working group; and,
- Become a certified TSP.

The intent is:

- Continued support of customer service;
- Strengthen and modernize conservation delivery;
- Outreach to new and existing farmers and partners;
- Encourage a voluntary approach; and,
- Practical approach to conservation of water, soil and environment

If there are any questions concerning the new state-level Memorandum of Agreement, please contact the local District Conservationist or the Area Assistant State Conservationist. Assistant State Conservationist contact info:

- Area 1, Tony Sunseri, 530-737-5217 or tony.sunseri@usda.gov
- Area 2, Kay Joy Barge, 893-975-7763 or kay.joybarge@usda.gov
- Area 3, Sharon Nance, 559-490-5218 or Sharon.nance@usda.gov
- Area 4, Curtis Tarver, 951-684-3722 or Curtis.tarver@usda.gov

MEMORANDUM OF AGREEMENT
BETWEEN THE
United States Department of Agriculture, Natural Resources Conservation Service
AND
Butte County Resource Conservation District, State of California
AND THE
California Association of Resource Conservation Districts

I. PURPOSE

This Memorandum of Agreement (MOA) is entered into between the United States Department of Agriculture (USDA) Natural Resources Conservation Service (hereafter referred to as NRCS) and the Butte County Resource Conservation District (hereafter referred to as Resource Conservation District), and the California Association of Resource Conservation Districts.

The NRCS and Butte County Resource Conservation District (referred to jointly as the Parties) have common objectives of delivering technical and financial assistance to farmers, ranchers, forest stewards, and other entities to voluntarily protect, restore, and enhance the productivity of American agricultural lands. The Parties recognize the importance of natural resources, the wise use and management of these natural resources, and, as appropriate, the protection and/or development of these natural resources. This agreement is made and entered into with the objectives of:

- Continuing to support the delivery of excellent and innovative customer service;
- Recognizing conservation planning as foundational to our work and working together to meet the conservation planning assistance needs of our cooperatives/customers.
- Strengthening and modernizing conservation delivery to optimize efficiency and effectiveness;
- Continuing and broadening our outreach to existing and new customers and partners;
- Supporting science-based decision making as close to the resource issue/opportunity as possible;
- Encouraging a voluntary approach with landowners as the primary means of accomplishing conservation goals; and
- Using sound approaches to strengthen each Party and its role in the delivery of soil, water, and related natural resource conservation across the nation.

II. BACKGROUND

The NRCS and Butte County Resource Conservation District share a rich history of collaborating to deliver comprehensive technical and financial assistance to farmers, ranchers, forest stewards, and other entities to voluntarily protect, restore, and enhance natural resources.

The Soil Conservation Service was established in 1935 (renamed NRCS in 1994 to reflect its broader conservation mission). NRCS is committed to “helping people help the land.” It provides assistance and resources for conservation practices that improve water and air quality, prevent erosion, restore wetlands, and enhance wildlife. NRCS’s approach to mission delivery and customer service is deeply rooted in the notion that locally-led, voluntary efforts yield the most effective and productive outcomes. Locally-led conservation is the principle that farmers, ranchers, and forest stewards know their lands better than anyone else based on their personal knowledge and experience with those lands. As such, they are best positioned to make optimal decisions for the benefit of their operations, their natural resource conditions, and their communities.

The first Conservation District was established in 1937 to provide local leadership in natural resources management. Resource Conservation Districts serve as the link between federal and state agency resources with the local farmers, ranchers, and forest stewards. They are responsible for promoting and carrying out their conservation programs by assisting communities and its members develop, apply, and maintain appropriate conservation practices and resource management systems. They are authorized to provide broad area planning and implementation assistance to units of government. They are a focal point for coordinating and delivering conservation technical assistance and funding to their respective communities.

III. STATEMENT OF MUTUAL BENEFIT

In conjunction with the NRCS, the Butte County Resource Conservation District coordinates and implements locally led conservation plans because of to their connections to Federal, State, Tribal, and local governments; private resources; and the public. The Parties agree to facilitate cooperation, collaboration, and agreement between agencies, landowners, and other stakeholders; develop comprehensive conservation plans; and bring those plans to the attention of landowners and others within the district.

In addition, the Parties recognize the importance of working together to broaden strategic assessment and planning under the authority of the Soil and Water Resources Conservation Act of 1977 for the conservation, protection, and enhancement of soil, water, and related natural resources. The Parties further recognize that natural resources are finite and under increasing pressure from a variety of impacts and demands. Soil, water, air, plants, animals, and energy are all addressed under the programs, initiatives, and partnership efforts of the Parties.

In order to deliver the necessary technical and financial assistance to enable locally-led, voluntary conservation, the Parties agree to adhere to the principles, roles, and responsibilities outlined in this Section of the MOA. This MOA does not affect or modify existing regulations or agency responsibilities and authorities. Moreover, this MOA does not commit either party to activities beyond the scope of its respective mission and statutory authorities.

A. Locally-Led, Voluntary Conservation

The Parties agree that locally-led, voluntary conservation must be driven by natural resource conservation needs, rather than by funding. Its primary focus is to identify natural resource concerns, along with related economic and social concerns. Locally-led conservation consists of a series of activities and phases that involve community stakeholders in natural resource planning, implementation of solutions, and evaluation of results:

As funding and other resources allow, the Resource Conservation District agrees to:

- Assist NRCS in promoting USDA programs by participating in outreach and community education activities.
- Advocate for a strong natural resource conservation program by keeping appropriate boards, landowners, legislators, county agricultural commissioners, and other key stakeholders apprised of District conservation activities.
- Assemble and chair the USDA local working group, as chartered under the State Technical Committee and authorized by 7 CFR 610, Part C to encourage public participation.
- ❖ Refer to MOA Attachments, Appendix B, which is a full text of 7 CFR 610, Part C and available upon request. The language for the State Technical Committee authorized by 7 CRF 610, Part C may change, in the future, with a new farm bill. To see the latest State Technical Committee authorization, go to:

<https://www.law.cornell.edu/cfr/text/7/part-610/subpart-C>

*Legal Information Institute; Electronic Code of Federal Regulations; Title 7. Agriculture; Subtitle B. Regulations for the Department of Agriculture; Chapter VI NRCS, Subpart B, Conservation Programs; NRCS 7 CFR Subpart C-State Technical **Committees.***

- Encourage diverse participation in local working groups through community outreach and education, to include stakeholders from historically underserved communities.
- Open local working group meetings to the public and provide public notice of meetings to federal, state, Tribal entities, local agencies and community stakeholders, including using Tribal publications if they exist in the district, including historical lands.
- Develop the agenda and associated materials/information for local working groups and distribute at least 14 calendar days prior to the meeting.
- Develop and file local working group meeting records at the local NRCS office within 30 calendar days of the meetings.
- Adhere to local working group responsibilities and standard operating procedures, as documented in NRCS policy, Title 440, Part 500 - Conservation Programs Manual, Locally Led Conservation.
 - ❖ Refer to MOA Attachments, Appendix C, which is a full text of Title 440, Part 500- Conservation Programs Manual: Locally Led Conservation and is available upon request. Title 440, Part 500 -Conservation Programs Manual, Locally Led Conservation may be revised in the future. To see the latest Title 440, Part 500 - Conservation Programs Manual, Locally Led Conservation go to:

<https://directives.sc.egov.usda.gov/RollupViewer.aspx?hid=27712>

- Develop a conservation needs assessment through broad-based community participation and in accordance with NRCS policy and procedures. This will provide a basis for making decisions about local priorities or policies in all local conservation programs.
- Recommend local natural resource priorities and criteria for NRCS conservation activities and programs based on the conservation needs assessment and public input.
- Develop a Long-Range Plan every three (3) to five (5) years and an Annual Plan of Work and/or Plan of Operations each year, or as specified in state statute. These documents must incorporate local and community inputs.
- Identify NRCS program resources, develop and implement conservation plans and work with NRCS to evaluate/measure the technical and community impacts.
- Update NRCS on conservation activities of local and state advisory committees and community groups attended by resource conservation district board members and staff.
- Cooperate and collaborate across other resource conservation districts, as appropriate and as permitted by state statute.

NRCS agrees to:

- Support outreach activities and ensure the Resource Conservation District is kept informed of NRCS activities and programs on at least a monthly basis. This includes bringing technical and financial assistance opportunities (including matching fund strategies) to the attention of the Resource Conservation District.
- Work cooperatively to solicit and leverage community recommendations to inform priorities that guide the delivery of NRCS conservation programs.
 - Designate a NRCS representative to participate in Resource Conservation District meetings and events, including local working group meetings. Alternatively, NRCS will chair the local working group should the Resource Conservation District be unable or unwilling to.
 - Develop and transmit written notifications to the local working group members as to the decisions made in response to their recommendations within 90 days.
- Respond to requests from the Resource Conservation District for technical guidance and assistance.

- Partner with local and Tribal entities and agencies, as well as community groups where possible, to further Resource Conservation District natural resource conservation goals and objectives.
- Attempt to align program priorities within the resource conservation district with the natural resource concerns identified by the local working group.
- Provide an annual summary of NRCS accomplishments to the Resource Conservation District.
- Work with resource conservation districts to identify NRCS program resources, develop and implement conservation practices/plans and to measure the technical and community outcomes of conservation efforts.

B. Adherence to Technical Standards

The Parties agree to the use of science-based decision-making to address local natural resource issues. Implementation of sound conservation plans and practices will strengthen each party, as well as their roles in the delivery of soil and water conservation.

The Resource Conservation District agrees to:

- Adhere to Federal, State, Local, and Tribal laws and regulations.
- Utilize NRCS policies and procedures, including the NRCS Field Office Technical Guide (FOTG), and/or other science-based technical standards as applicable to the local conservation priorities and activities.
- Leverage and promote use of USDA technologies and software applications, as appropriate.
- When implementing NRCS conservation practices on behalf of, or in partnership with NRCS, assign conservation practice job approval authority to its personnel based on employee knowledge, skill, and ability level, and within applicable laws and guidelines. Obtain NRCS concurrence for job approval for practices involving USDA authorities or programs.
- As funding and other resources allow, participate in local, state, and national opportunities for policy, program, and project development.

NRCS agrees to:

- Develop, update, and disseminate technical standards, policies, and procedures.
- Seek input and comment from communities on natural resource conservation policies and issues.
- Inform the Resource Conservation District and communities when pending NRCS statutes, laws, regulations, policies, or procedures may have a significant impact on the community.
- Develop and provide access to USDA technologies and applications to facilitate shared standards, as appropriate.
- Evaluate non-NRCS employees and assign job approval authority in accordance with NRCS policy and consistent with State laws when districts are implementing NRCS conservation practices in partnership with, or on behalf of, NRCS.
- Provide engineering job approval, when Resource Conservation Districts are implementing NRCS conservation practices in partnership with, or on behalf of NRCS, as based on job class and in accordance with NRCS policy and Federal, State, and local laws, regulations and codes.
- Provide conservation planning certification for Resource Conservation District employees, as requested, and in accordance with NRCS policy and Federal, State, and local laws, regulations and codes.
- Create and promote opportunities for the Resource Conservation District board members and staff to participate in NRCS policy, program, and project development.

- Provide technical or other training for Resource Conservation District employees in conjunction with its own training, or as separate events. Training must be consistent with and in support of NRCS’s mission objectives. As such, the principal emphasis will be on the support and delivery of field-based conservation technical assistance.

C. California Association of Resource Conservation Districts (CARCD)

The California Association of Resource Conservation Districts (CARCD) serves as a strong advocate, technical resource, and partner to RCDs in achieving the vision for the RCD field. CARCD builds the network and local impact of RCDs in California, strengthening locally-led conservation and stewardship of natural and agricultural resources. CARCD believes Resource Conservation Districts have greater impact working collectively than working alone and a strong State Association provides a powerful voice for their needs.

CARCD agrees to:

- Participate in State level work groups, committees, and public venues to educate partners and funders about the critical role RCDs play across communities in California.
- Work with State and Federal Agencies to define the potential for CARCD to serve as lead funding recipient in a model where partnerships with one or more RCDs will enhance strategic or program outcomes.
- Develop tools for all RCDs that want to explore the potential for greater conservation involvement and input to conservation efforts.
- Conduct surveys as needed of RCDs to identify partnership needs.
- Plan and host a state-wide Annual Conference with content driven by the conservation needs of California.
- Identify existing resources (NACD, CSDA, NRCS) for webinars and trainings focused on conservation.
- Host an online RCD-exchange portal to include an RCD directory, event calendar, communication and capacity building tools, message boards, and a Resource Library for all RCDs to provide information that can be posted.
- Develop management training series to build the capacity and competencies of District Managers to implement local conservation priorities and chair local work group meetings.
- Develop a board training series to support board effectiveness.
- Provide targeted support to regional networks.
- Develop and disseminate tools for engagement and relationship-building with government decision-makers.

D. Data and Information Sharing

Any information furnished to NRCS under this agreement is subject to the Freedom of Information Act (5 U.S.C. 552). Cooperators providing technical or financial assistance under USDA programs may have access to information that must not be subsequently disclosed and may only be used for the purpose of providing that assistance. The parties also acknowledge that resource conservation districts are subject to the California Public Records Act.

See Appendix A, “ACKNOWLEDGMENT OF REQUIREMENTS FOR PROTECTION OF PRIVACY OF PERSONAL AND GEOSPATIAL INFORMATION RELATING TO NATURAL RESOURCES CONSERVATION SERVICE PROGRAMS.” The signatory agrees to abide by these requirements as a condition of receiving access to such information.

IV. GENERAL PROVISIONS

A. Period of Performance

This MOA takes effect upon the signature of the Parties and shall remain in effect until mutually modified or terminated.

B. Amendments

This MOA may be extended or amended upon written request of either Party and the subsequent written concurrence of the other. Either of the parties may terminate this MOA with a 60-day written notice to the other.

This state-level MOA may be supplemented by a local-level MOA, if desired and mutually agreed to by the parties. The local-level MOA reflects locally developed detailed working arrangements, to include NRCS's and Resource Conservation District's Annual Workplan and/or Plan of Operations. These may include, but are not limited to, documenting specific goals and objectives, action items, provision for documentation of accomplishments, schedule of planned events, and assignment of responsibilities.

C. Transfer of Funding or Non-Monetary Resources

This MOA is established to document the collaborative relationship between the Parties. Nothing in this MOA shall require either Party to obligate or transfer funding, or anything of value. This may include, but is not limited to:

- Office spaces and equipment/supplies
- Vehicles and associated expenses (e.g., fuel, maintenance)
- Computers, software, and technical equipment

The transfer of funding or other resources of value among the Parties requires execution of a separate agreement. The appropriate instruments include:

- Cooperative Agreement (2 CFR 200.24), which allows federal agencies to transfer a thing of value to the State, local or Tribal government, or other recipient to carry out a public purpose authorized by law of the United States.
- Contribution Agreement (7 CFR 6962a), which is a unique statutory authority allowing NRCS to enter into an agreement with a non-federal entity that shares a mutual purpose in carrying out NRCS programs. All parties must contribute resources to the accomplishment of these objectives.
- Reimbursable Agreement (31 USC 686; PL 90-577), which allows federal agencies to provide specialized or technical services to State and local governments.

D. Other

This MOA is not intended to, and does not create any right, benefit, or trust responsibility, substantive or procedural, enforceable at law or equity, by any party against the United States, its agencies, its officers, or any person.

All activities and programs conducted under this MOA shall be in compliance with the nondiscrimination provisions contained in Titles VI and VII of the Civil Rights Act of 1964, as amended; Civil Rights Restoration Act of 1987 (Public Law 100-250); and other nondiscrimination statutes; namely, Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendment of 1972, and the Age Discrimination Act of 1975. Also, they will be in accordance with regulations of the Secretary of Agriculture (7 CFR Part 15, subpart A), which provide that no person in the United State shall on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity of an applicant or recipient receiving federal financial assistance from the Department of Agriculture or any Agency thereof.

All activities, funded by the NRCS, shall be in compliance with the Drug-Free Workplace Act of 1988 (Public Law 100-690, Title V, Subtitle D).

V. SIGNATURES

BUTTE COUNTY RESOURCE CONSERVATION DISTRICT

Signature: _____ Date: _____
David Lee, Butte County Resource Conservation District, Board Chairman

CALIFORNIA ASSOCIATION OF RESOURCE CONSERVATION DISTRICTS

_____ **Date: _____**
Don Butz, President

USDA NATURAL RESOURCES CONSERVATION SERVICE

_____ **Date: _____**
Carlos Suarez, State Conservationist

Appendix A

Acknowledgement of Requirements for Protection of Privacy of Personal and Geospatial Information Relating to Natural Resources Conservation Service Programs

SEC. 1619. INFORMATION GATHERING. (Appendix C – Section 1619 of the 2008 Farm Bill)

- (a) GEOSPATIAL SYSTEMS. — The Secretary shall ensure that all the geospatial data of the agencies of the
- (b) Department of Agriculture are portable and standardized.

(b) LIMITATION ON DISCLOSURES. —

(1) **DEFINITION OF AGRICULTURAL OPERATION.** — In this subsection, the term “agricultural operation” includes the production and marketing of agricultural commodities and livestock.

(2) **PROHIBITION.** — Except as provided in paragraphs (3) and (4), the Secretary, any officer or employee of the Department of Agriculture, or any contractor or cooperator of the Department, shall not disclose—

(A) information provided by an agricultural producer or owner of agricultural land concerning the agricultural operation, farming or conservation practices, or the land itself, in order to participate in programs of the Department; or

(B) geospatial information otherwise maintained by the Secretary about agricultural land or operations for which information described in subparagraph (A) is provided.

(3) **AUTHORIZED DISCLOSURES.** —

(A) **LIMITED RELEASE OF INFORMATION.** — If the Secretary determines that the information described in paragraph (2) will not be subsequently disclosed except in accordance with paragraph (4), the Secretary may release or disclose the information to a person or Federal, State, local, or tribal agency working in cooperation with the Secretary in any Department program—

(i) when providing technical or financial assistance with respect to the agricultural operation, agricultural land, or farming or conservation practices; or

(ii) when responding to a disease or pest threat to agricultural operations, if the Secretary determines that a threat to agricultural operations exists and the disclosure of information to a person or cooperating government entity is necessary to assist the Secretary in responding to the disease or pest threat as authorized by law.

(4) **EXCEPTIONS.** — Nothing in this subsection affects—

(A) the disclosure of payment information (including payment information and the names and addresses of recipients of payments) under any Department program that is otherwise authorized by law;

(B) the disclosure of information described in paragraph (2) if the information has been transformed into a statistical or aggregate form without naming any—

(i) individual owner, operator, or producer; or

(ii) specific data gathering site; or

(C) the disclosure of information described in paragraph (2) pursuant to the consent of the agricultural producer or owner of agricultural land.

(5) **CONDITION OF OTHER PROGRAMS.** — The participation of the agricultural producer or owner of agricultural land in, or receipt of any benefit under, any program administered by the Secretary may not be conditioned on the consent of the agricultural producer or owner of agricultural land under paragraph

(6) **WAIVER OF PRIVILEGE OR PROTECTION.** — The disclosure of information under paragraph (2) shall not constitute a waiver of any applicable privilege or protection under Federal law, including trade secret protection.

MEMORANDUM OF AGREEMENT ATTACHMENTS
Which Include
The Full Text of Appendix B and Appendix C

Appendix B and C are available upon request to the California NRCS State Office or can be downloaded at the following source/link

- ❖ **Appendix B:** 7 CFR 610, Part C: The language for the State Technical Committee authorized by 7 CFR 610, Part C may change, in the future, with a new farm bill. To see the latest State Technical Committee authorization, go to:

<https://www.law.cornell.edu/cfr/text/7/part-610/subpart-C>

Legal Information Institute; Electronic Code of Federal Regulations; Title 7. Agriculture; Subtitle B. Regulations for the Department of Agriculture; Chapter VI NRCS, Subpart B, Conservation Programs; NRCS 7 CFR Subpart C-State Technical Committees.

- ❖ **Appendix C:** Title 440, Part 500 - Conservation Programs Manual., Locally Led Conservation may be revised in the future. To see the latest Title 440, Part 500 - Conservation Programs Manual, Locally Led Conservation go to:

<https://directives.sc.egov.usda.gov/RollupViewer.aspx?hid=27712>

Appendix B

7 CFR 610, Part C

610.21 Purpose and scope.

This subpart sets forth the procedures for establishing and using the advice of State Technical Committees. The Natural Resources Conservation Service (NRCS) will establish in each State a Technical Committee to assist in making recommendations relating to the implementation and technical aspects of natural resource conservation activities and programs. The Department of Agriculture (USDA) will use State Technical Committees in an advisory capacity in the administration of certain conservation programs and initiatives. Pursuant to 16 U.S.C. 3862(d), these State Technical Committees and Local Working Groups are exempt from the provisions of the Federal Advisory Committee Act (5 U.S.C. App. 2).

610.22 State Technical Committee membership.

- a. State Technical Committees will include agricultural producers, nonindustrial private forest land owners, and other professionals who represent a variety of disciplines in soil, water, wetlands, plant, and wildlife sciences. The State Conservationist in each State will serve as chairperson. The State Technical Committee for each State will include representatives from among the following, if willing to serve:
 1. NRCS, USDA;
 2. Farm Service Agency, USDA;
 3. State Farm Service Agency Committee, USDA;
 4. Forest Service, USDA;
 5. National Institute of Food and Agriculture, USDA;
 6. Each of the Federally recognized Indian Tribes in the State;
 7. State departments and agencies within the State, including the:
 - i. Fish and wildlife agency;
 - ii. Forestry agency;
 - iii. Water resources agency;

- iv. Department of agriculture;
 - v. Association of soil and water conservation districts; and
 - vi. Soil and water conservation agency;
8. Agricultural producers representing the variety of crops and livestock or poultry raised within the State;
 9. Owners of nonindustrial private forest land;
 10. Nonprofit organizations, within the meaning of section 501(c)(3) of the Internal Revenue Code of 1986, with demonstrable conservation expertise and experience working with agriculture producers in the State;
 11. Agribusiness; and
 12. The State Cooperative Extension Service and land grant universities in the State.
- a. The State Conservationist will invite other relevant Federal, State, and regional agencies, organizations, and persons knowledgeable about economic and environmental impacts of natural resource conservation techniques and programs to participate as needed.
 - b. To ensure that recommendations of State Technical Committees take into account the needs of the diverse groups served by USDA, membership will include, to the extent practicable, individuals with demonstrated ability to represent the conservation and related technical concerns of particular historically underserved groups and individuals; i.e., minorities, women, persons with disabilities, socially and economically disadvantaged groups, and beginning farmers and ranchers.
 - c. In accordance with the guidelines in paragraphs (a), (b), and (c) of this section, it is the responsibility of the State Conservationist to seek a balanced representation of interests among the membership on the State Technical Committee. Individuals or groups wanting to participate on a State Technical Committee within a specific State may submit a request to the State Conservationist that explains their interest and outlines their credentials which they believe are relevant to becoming a member. Decisions regarding membership are at the discretion of the State Conservationist. State Conservationist decisions on membership are final and not appealable to any other individual or group within USDA.

[74 FR 66912, Dec. 17, 2009, as amended at 84 FR 19702, May 6, 2019]

610.23 State Technical Committee meetings.

- a. The State Conservationist, as Chairperson, schedules and conducts the meetings, although a meeting may be requested by any USDA agency or State Technical Committee member.
- b. NRCS will establish and maintain national standard operating procedures governing the operation of State Technical Committees and Local Working Groups in its directive system. The standard operating procedures will outline items such as: The best practice approach to establishing, organizing, and effectively utilizing State Technical Committees and Local Working Groups; direction on publication of State Technical Committee and Local Working Group meeting notices and agendas; State Technical Committee meeting summaries; how to provide feedback on State Conservationist decisions regarding State Technical Committee recommendations; and other items as determined by the Chief.
- c. In addition to the standard operating procedures established under paragraph (b) of this section, the State Conservationist will provide public notice and allow public attendance at State Technical Committee and Local Working Group meetings. The State Conservationist will publish a meeting notice no later than 14 calendar days prior to a State Technical Committee meeting. Notification may exceed this 14-day minimum where State open meeting laws exist and provide for a longer notification period. This minimum 14-day notice requirement may be waived in the case of exceptional conditions, as determined by the State Conservationist. The State Conservationist will publish this notice in at least one or more newspaper(s), including recommended Tribal publications, to attain statewide circulation.

§ 610.24 Responsibilities of State Technical Committees.

- a. Each State Technical Committee established under this subpart will meet on a regular basis, as determined by the State Conservationist, to provide information, analysis, and recommendations to appropriate officials of the U.S. Department of Agriculture (USDA) who are charged with implementing and establishing priorities and criteria for natural resources conservation activities and programs under Title XII of the Food Security Act of 1985 including, but not limited to, the Agricultural Conservation Easement Program, Conservation Reserve Program, Conservation Security Program, Conservation Stewardship Program, Environmental Quality Incentives Program, Conservation Innovation Grants, Conservation of Private Grazing Land, Grassroots Source Water Protection Program, the Voluntary Public Access and Habitat Incentive Program, and the Regional Conservation Partnership Program. The members of the State Technical Committee may also provide input on

other natural resource conservation programs and issues as may be requested by NRCS or other USDA agency heads at the State level as long as they are within the programs authorized by Title XII. Such recommendations may include, but are not limited to, recommendations on:

1. The criteria to be used in prioritizing program applications;
 2. The State-specific application criteria;
 3. Priority natural resource concerns in the State;
 4. Emerging natural resource concerns and program needs; and
 5. Conservation practice standards and specifications.
- a. The role of the State Technical Committee is advisory in nature, and the committee will have no implementation or enforcement authority. The implementing agency reserves the authority to accept or reject the committee's recommendations. However, the implementing USDA agency will give strong consideration to the State Technical Committee's recommendations.
 - b. State Technical Committees will review whether Local Working Groups are addressing State priorities.

[74 FR 66912, Dec. 17, 2009, as amended at 79 FR 44639, Aug. 1, 2014]

610.25 Subcommittees and Local Working Groups.

- a. ***Subcommittees.*** In some situations, specialized subcommittees, made up of State Technical Committee members, may be needed to analyze and examine specific issues. The State Conservationist may assemble certain members, including members of Local Working Groups and other knowledgeable individuals, to discuss, examine, and focus on a particular technical or programmatic topic. The subcommittee may seek public participation, but it is not required to do so. Nevertheless, recommendations resulting from these subcommittee sessions, other than sessions of Local Working Groups, will be made only in a general session of the State Technical Committee where the public is notified and invited to attend. Decisions resulting from recommendations of Local Working Groups will be communicated to NRCS in accordance with the standard operating procedures described in § 610.23(b).
- b. ***Local Working Groups.***
 1. Local Working Groups will be composed of conservation district officials, agricultural producers representing the variety of crops and livestock or poultry raised within the local area, nonindustrial private forest land owners, and other professionals representing relevant agricultural and conservation interests and a variety of disciplines in the soil, water, plant, wetland, and wildlife sciences who are familiar with private land agricultural and natural resource issues in the local community;
 2. Local Working Groups will provide recommendations on local natural resource priorities and criteria for conservation activities and programs; and
 3. Local Working Groups will follow the standard operating procedures described in § 610.23(b).

Appendix C

Title 440, Part 500 – Conservation Programs Manual Locally Led Conservation

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- 500.1 Locally Led Conservation Defined
- 500.2 Locally Led Leadership and Public Involvement
- 500.3 The Conservation Needs Assessment
- 500.4 The Conservation Action Plan
- 500.5 Implementing the Conservation Action Plan
- 500.6 Evaluating Results

Subpart B – Exhibits

- 500.10 NACD Guidance Document, "Locally Led Conservation: An Overview for Conservation Districts"
- 500.11 NACD Guidance Document, " Conservation District Board Member Recruitment"

[M_440_500__TOC - Amend. 70 - September 2010]

Subpart A - Locally Led Conservation Defined

500.0 Executive Summary

Locally led conservation consists of a series of phases that involve community stakeholders in natural resource planning, implementation of solutions, and evaluation of results. Locally led conservation begins with the community itself, working through the local conservation district. It is based on the principle that community stakeholders are best suited to deal with local resource problems. Generally, the locally led process will involve the phases listed in figure 500-A1.

Figure 500-A1

Phase	Activity	Further Information
1. Public Involvement and the Conservation Needs Assessment	The conservation district leads the effort to gather public input from a broad range of agencies, organizations, businesses, and individuals in the local area who have an interest in natural resource conditions and needs. These community stakeholders evaluate natural resource conditions in a conservation needs	Section 500.3.

	assessment and establish broad conservation goals to meet those needs.	
2. Conservation Action Plan	The conservation district involves community stakeholders developing and agreeing on a conservation action plan that documents decisions and time schedules, identifies priorities, sets goals, and identifies Government and nongovernment programs to meet those needs. Community stakeholders, under conservation district leadership, identify which Government and nongovernment programs are needed to address specific natural resource concerns. Note: USDA conservation programs are just some of the many programs that can be used to satisfy the community's goals and needs.	Section 500.4.
3. Implementation of the Conservation Action Plan	Community stakeholders, under conservation district leadership, obtain Government and nongovernment program resources and assist in implementing the programs that can satisfy the community's goals and needs, as identified in the action plan.	Section 500.5.
4. Evaluation of the Conservation Action Plan	The effectiveness of plan implementation should be evaluated to ensure that the community stakeholders' planned goals and objectives are achieved. An evaluation should be made to determine where the actual results differ from those anticipated. The difference may result in retracing one or more of the steps in the locally led conservation effort.	Section 500.6.

500.1 Locally Led Conservation Defined

A. Definition of Locally Led Conservation

- (1) Essentially, "locally led conservation" is community stakeholders performing all of the following:
 - (i) Assessing their natural resource conservation needs
 - (ii) Setting community conservation goals
 - (iii) Developing an action plan
 - (iv) Obtaining resources to carry out the plan
 - (v) Implementing solutions
 - (vi) Measuring their success
- (2) These actions have been grouped into four major activities for the purpose of this guidance:
 - (i) Conservation needs assessment
 - (ii) Conservation action plan
 - (iii) Action plan implementation
 - (iv) Evaluation of results

B. The Locally Led Principle

Locally led conservation is based on the principle that community stakeholders are best suited to identify and resolve local natural resource problems. Thus, community stakeholders are keys to successfully managing and protecting their natural resources. It challenges neighbors, both urban and rural, to work together and take responsibility for addressing local resource needs.

C. Definition of the Word "Local"

The word "local" can mean a county, a portion of a county, a watershed, a multicounty region, or whatever geographic area is best suited to address the resource conservation needs identified. Local may also include specific sectors of a county, watershed, region, or community with common resource concerns. This may include but is not limited to groups based on operational type (organic, specialty crop,

etc.), groups based on operator type (limited-resource, family-owned farms, retirees, etc.), or groups based on other mutual resource concerns.

D. Primary Focus: Resource Concerns

(1) It is important to keep in mind that locally led conservation must be driven by natural resource conservation needs rather than by programs. Its primary focus should be to identify natural resource concerns, along with related economic and social concerns. Once the natural resource concerns are identified, appropriate Federal, State, local, and nongovernmental program tools can be used, both individually and in combination, to address these resource concerns and attempt to meet the established goals of the community stakeholders.

500.2 Locally Led Leadership and Public Involvement

A. Locally Led Leadership

(1) While there is a wide range of groups that may be in a position to lead a local conservation effort, conservation districts, under State or Tribal law, are charged with facilitating cooperation and agreements between agencies, landowners, and others; developing comprehensive conservation plans; and bringing those plans to the attention of landowners and others in their district. Thus, conservation districts are experienced in assessing resource needs, determining priorities, and coordinating programs to meet those needs and priorities.

(2) Conservation districts are the logical group to coordinate locally led conservation due to their connections to Federal, State, Tribal, and local governments; private resources; and the public. Therefore, further discussion of the locally led effort presumes that districts will provide primary leadership; however, leadership can come from any willing and interested group.

(3) Refer to section 500.10 for the National Association of Conservation Districts (NACD) guidance document, "Locally Led Conservation: An Overview for Conservation Districts."

B. Public Involvement

(1) Input from a broad range of agencies, organizations, businesses, and individuals in the local area that have an interest in natural resource management and are familiar with local resource needs and conditions is an essential element of locally led conservation. These representatives should reflect the diversity of the residents, landowners, and land operators in the local area.

(2) The NACD documents "Locally Led Conservation: An Overview for Conservation Districts" and "Conservation District Board Member Recruitment and Community Outreach Guide" provide suggested guidelines for public outreach efforts and ways to reach out to underserved communities.

C. NRCS Role and Responsibilities

NRCS will support the locally led conservation effort by—

- (i) Providing assistance in identifying conservation needs.
- (ii) Providing technical and program advice to the community stakeholders throughout the effort.
- (iii) Assisting in developing and implementing strategies to include socially and economically disadvantaged groups in the locally led effort.

Note: It is not the responsibility of the designated conservationist to lead the locally led effort. NRCS's task is to support the process and provide technical information upon request.

500.3 The Conservation Needs Assessment

A. Introduction

A conservation needs assessment is the first step and a critical element of locally led conservation. With input and resource data from all interested parties, this assessment should provide a comprehensive evaluation of the condition of the area's natural resource base and will be the platform for making decisions about local priorities and policies for conservation programs delivered at the local level.

B. Definition of a Conservation Needs Assessment

(1) The conservation needs assessment is a comprehensive analysis of the work that needs to be done to achieve broad conservation goals set by community stakeholders and to solve natural resource problems. This assessment should be based on public input and science-based information. It should include a detailed analysis of natural resource concerns within the area. To ensure versatility in all program areas, it is important that this needs assessment be resource-based, not program-based.

(2) The conservation action plan that results from the conservation needs assessment will identify the tools that can be used to satisfy the needs.

C. Purpose of the Conservation Needs Assessment

(1) The purpose of the conservation needs assessment is to ensure that conservation efforts address the most important local resource needs. The assessment will be the basis for selecting the type and extent of needed conservation systems and practices. It will also be the basis for making recommendations on funding priorities and priority areas to be addressed by the various conservation programs available.

(2) The conservation needs assessment is the foundation for carrying out Federal programs such as the USDA Environmental Quality Incentives Program (EQIP). From a resource concern identification standpoint, this conservation needs assessment may also be used to assist localities in implementing the Clean Water Act, the Safe Drinking Water Act, the Endangered Species Act, as well as many State, Tribal, and local programs that provide assistance to private land owners and managers.

D. NRCS Roles and Responsibilities

(1) The NRCS designated conservationist will support, where requested, the development of the conservation needs assessment by—

- (i) Providing assistance in assembling natural resource inventories and data.
- (ii) Assisting in analyzing the data and other information.
- (iii) Providing information on socioeconomic factors involved in determining the conservation needs.

(2) For specific guidance on resource assessment, consult steps one through four of the areawide planning process in the National Planning Procedures Handbook (NPPH).

500.4 The Conservation Action Plan

A. Introduction and Identification of Leadership

Using the conservation needs assessment, the conservation district involves community stakeholders to develop and agree on an action plan, generally referred to as a “conservation action plan.”

B. The Conservation Action Plan

This plan will—

- (i) Identify natural resource conservation priorities.
- (ii) Set measurable conservation goals and objectives.
- (iii) Identify conservation technology needed to achieve these goals and objectives.
- (iv) Identify responsibility for action and create a time schedule for completion of elements.
- (v) Identify Federal, State, Tribal, local, and nongovernment programs and services needed to address specific conservation needs.
- (vi) Identify a need to develop new programs or processes to address those problems not covered by existing programs.

C. NRCS Roles and Responsibilities

(1) The NRCS designated conservationist will support the development of the conservation action plan by—

- (i) Providing overall planning assistance.
- (ii) Identifying non-USDA programs that may be of assistance.
- (iii) Explaining appropriate USDA conservation programs and services.

(2) For specific guidance on planning assistance, consult steps five through seven of the areawide planning process in the NPPH.

500.5 Implementing the Conservation Action Plan

A. Introduction

(1) Implementation of the conservation action plan means that the community stakeholders, with the leadership of the conservation district, obtain the needed programs and services to address the problems identified by their conservation needs assessment.

(2) In this step, they coordinate existing assistance, available through private organizations, Federal, State, Tribal, and local agencies, including USDA; ensure that appropriate program application processes are followed; develop detailed proposals for new programs; and seek financial, educational, and technical assistance as necessary.

B. NRCS Roles and Responsibilities

(1) The NRCS designated conservationist will support the implementation of the conservation action plan by—

- (i) Explaining, interpreting, and clarifying USDA rules, regulations, and procedures.
 - (ii) Providing input on other potential sources of assistance from Federal, State, Tribal, and local government or private sources.
 - (iii) Implementing designated roles and responsibilities as defined in Part 502, "USDA Conservation Program Delivery."
- (2) For specific guidance, see step eight of the areawide planning process in the NPPH.

500.6 Evaluating Results

A. Introduction

Locally led conservation does not end when the conservation action plan has been implemented. The effectiveness of plan implementation should be evaluated to ensure that the community stakeholders' planned goals and objectives are achieved. An evaluation should be made to determine where the actual results differ from those anticipated. This difference may result in retracing one or more of the steps in the locally led conservation effort.

B. NRCS Roles and Responsibilities

- (1) The NRCS designated conservationist will support the conservation district and the community stakeholders in evaluating the results of their locally led conservation efforts by—
- (i) Assisting in the evaluation process.
 - (ii) Providing updated natural resources information and assessments.
 - (iii) Keeping them aware of changes in the USDA programs and the program delivery process.
 - (iv) Assisting in interpreting the impact of conservation action plan implementation on the condition of the natural resources.
- (2) Refer to step nine of the areawide planning process in the NPPH for specific guidance.

[M_440_500__A - Amend. 70 - September 2010]

Subpart B - Exhibits

500.10 NACD Guidance Document, "Locally Led Conservation: An Overview for Conservation Districts" for a copy of this document go to:

<https://directives.sc.egov.usda.gov/OpenNonWebContent.aspx?content=27918.wba>

500.11 NACD Guidance Document, "Conservation District Board Member Recruitment" for a copy of this document go to:

<https://directives.sc.egov.usda.gov/OpenNonWebContent.aspx?content=27714.wba>

[M_440_500__B - Amend. 70 - September 2010]

Butte County Fire Safe Council - SERVICE PROVIDER AGREEMENT

BUTTE COUNTY RESOURCE CONSERVATION DISTRICT
PROVIDER

GRANT WRITING/FORESTRY CONSULTATION/VARIOUS

EXHIBIT A
AMENDED ATTACHMENT TO SERVICE PROVIDER AGREEMENT DATED JUNE 5,
2019
(Amended Attachment Term: Feb 18, 2020 through June 30, 2021, or until amended)

SCOPE OF SERVICES

Project Description:

At the request of the BCFSC, Provider shall prepare, contribute documents and maps to, and edit grant applications and watershed health documents on behalf of the BCFSC.

Scope of Services - Basic

The Provider shall perform the following Services:

- a. Research and help apply for grants as requested by the BCFSC
- b. Develop and solicit letters of support from relevant community partners, as needed, to strengthen grant applications
- c. Provide GIS services as needed for grant applications and other documents, such as the Forest Health handbook (Butte RAC Project # 6-2)
- d. Solicit and synthesize technical assistance and stakeholder input from collaborators to strengthen documents such as the Forest Health Handbook (Butte RAC Project # 6-2)
- e. Other duties requested by the BCFSC which would fulfill the deliverables of Butte RAC Project 6-2
- f. Other duties requested by the BCFSC which would fall within the normal scope of providing standard professional grant writing, document preparation, and forestry consultation services.

BCFSC Responsibilities - Basic

1. BCFSC shall provide Provider any existing records, maps, plans, old grant applications or budgetary data, grant applicant ID numbers, or other data that would be relevant to developing a successful grant application or other requested document, as requested by the Provider.
2. BCFSC is ultimately responsible for the submission of any grant and agrees not to hold Provider liable in the event the grant is not submitted or is not successful.
3. BCFSC, as project manager, is responsible for securing sufficient assistance and capacity to submit any grant. BCFSC understands that Provider has finite capacity to devote to the project and that, depending on grant size, scope, and complexity, it may be necessary to retain additional service providers to finish the job.

Compensation

Compensation shall be invoiced, monthly, according to the BCRCDD's published fee-for-service rates (attached). Compensation for services related to the Forest Health Handbook shall not exceed \$12,700, not including any direct reimbursements for supplies and materials purchased by Provider to assist with completion of Butte RAC Project #6-2, as requested by BCFSC.

Notice to Proceed

This Attachment shall constitute the BCFSC's Notice to Proceed to the Provider.

Amendment

This scope of services shall replace and supersede any previous Attachments to the Service Provider Agreement between BCFSC and Provider signed June 5th, 2019. This Attachment shall be considered complete and valid until superseded by an amended scope of services signed by both parties, or until agreement is terminated, whichever comes first. Unless terminated earlier, this exhibit A shall cease to have force or validity on the same date as the termination of the Service Provider Agreement between BCFSC and Provider signed June 5th, 2019.

Completion Schedule - Particular

Services pertaining to Butte RAC Project #6-2 shall commence on or after the date this Amended Agreement is signed and shall be completed by June 30, 2021.

Signed 
Calli-Jane DeAnda, Executive Director for BCFSC

3/19/2020
Date

Signed _____
David E. Lee, Chair, Board of Directors for BCRCDD

Date

Butte County Resource Conservation District Fee for Services Schedule

Project Manager ----- \$70.00 per hour

GIS Technician ---(office compilation & mapping)----- \$65.00 per hour

Botanical/ Natural Resources Technician ----- \$80.00 per hour*

**Examples: Wildlife Biologist
 Hydrologist / roads and trail assessment specialist
 Botanist**

Archaeologist ----- \$85.00 per hour*

Registered Professional Forester----- \$150.00 per hour*

Forestry technician ----- \$75.00 per hour*

Professional Engineer ----- \$150.00 per hour*

Engineering Technician 1----- \$75.00 per hour*

Preparation of CEQA & NEPA documents----- \$85.00 per hour

Grant Application/Consultation----- \$65.00 per hour

General Admin----- \$55.00 per hour

General Laborer----- \$40.00 per hour*

Any Other Specialized Services ----- as may be adopted by the Board

*—mileage to and from job site, calculated from the BCRCDD office, to be calculated at the IRS standard rate per mile for that year.

CONSULTING AGREEMENT

This Consulting Agreement (the "Agreement") is entered into by and between **AMERICAN FOREST FOUNDATION ("AFF")** and **Butte County Resource Conservation District ("Consultant")**.

In consideration of the mutual promises contained herein and other good and valuable consideration, AFF and Consultant agree as follows:

I. SCOPE OF AGREEMENT

This Agreement shall cover the rights, duties, and obligations of the parties hereto with regards to providing landowner engagement support to the My Sierra Woods program.

II. RESPONSIBILITIES OF THE PARTIES

A. A detailed statement of work is attached to this contract.

B. Consultant responsibilities:

i. Perform work in accordance with the statement of work as attached to this contract.

11. Identify to AFF upon discovery any unforeseen challenges that might interfere with the timely completion of this work.

C. AFF responsibilities:

i. Providing Consultant with materials to inform landowners about the program.

ii. Timely review of products and constructive feedback on those products.

III. PERSONNEL

Consultant is responsible for all employee-related salary and applicable benefits to Consultant and Consultant's personnel performing under this Agreement and all actions or inactions performed by Consultant and/or Consultant's personnel in connection with this Agreement.

IV. TERM AND TERMINATION

A. This Agreement shall begin on March 1, 2020 and expire on December 31, 2020 unless terminated earlier in accordance with the terms of this Agreement.

B. This Agreement may be terminated by either party upon fifteen (15) days advanced written notice in the event of:

i. a material breach of this Agreement by the other party;

ii. fraud by the other party;

iii. insolvency, bankruptcy, reorganization or receivership of one of the parties;

iv. breach of fiduciary duties by one of the parties;

v. AFF's dissatisfaction with the quality of the project;

- vi. Consultant's failure to complete the project in a timely manner or;
- vii. Gross or willful negligence, persistent or prolonged neglect or misconduct by one of the parties.

This Agreement may be terminated, without cause, by either party upon thirty (30) days advance written notice to the other party.

- C. Upon Termination of this Agreement, Consultant shall immediately, within thirty (30) days, deliver all work performed pursuant to this Agreement to AFF, including documents provided to Consultant by AFF and any work in progress, such as notes, drafts, and sketches) and shall, upon AFF's written request, document on a time and materials basis, in detail, the status of the services that have been terminated and the delivered work. If requested by AFF, Consultants shall, after termination, cooperate on a time and materials basis with AFF in its or another's efforts on AFF's behalf to complete any services or deliverables set forth in writing and to provide for an orderly transition.

V. PAYMENT TERMS

- A. AFF shall pay Consultant for services performed by Consultant to satisfaction of AFF. AFF shall pay Consultant up to four thousand dollars (\$4,000) payable according to the following terms and schedule:
 - 1. Invoices for respective landowner engagement activity costs.
 - 2. All invoices are to be emailed to:
 - a. Chantz Joyce, CA Conservation Manager;
cjoyce@forestfoundation.org
- B. Fees paid to Consultant shall be full compensation for all services rendered hereunder. AFF shall not be liable for any federal, state, or local taxes social security payments, sick pay, vacation pay, severance pay, bonuses or other social or welfare payments to Consultant. AFF's joint liability to Consultant is limited to dollar amount set forth in invoices for work that has been authorized in writing by AFF and completed by Consultant to the satisfaction of AFF. In no case shall AFF be liable for other costs or damages which may result from Consultant's normal course of doing business.
- C. All expenses incurred by Consultant are included in the compensation to be paid to Consultant and are the sole responsibility of Consultant.

VI. OWNERSHIP OF MATERIALS AND RESULTS

- A. All materials provided by AFF and all work performed by this Agreement, either by Consultant or by any sub-contractor hereunder, shall remain the property of AFF. Consultant shall use such materials only for performing services under this Agreement. All materials shall be returned to AFF upon the earlier of AFF's request or termination of this agreement.
- B. Subject to third party's licensing or other rights, of which AFF will be informed prior to commencement of any project, all projects contracted for under this Agreement shall be classified as Work Product. Work Product shall be a Work Made for Hire, as defined under U.S. Copyright Laws) owned by and for the benefit of AFF and, if it does not

qualify as a Work Made for Hire, Consultant will and hereby does assign to AFF all rights, title, and interest in the Work Product, including all copyrights, patents, trademarks, and other proprietary rights.

- C. On request, Consultant will take such steps as necessary to enable AFF to record such assignment at AFF's expense.
- D. Consultant will sign, upon request, any documents needed to confirm that the Work Product is a Work Made for Hire and/or to effectuate the assignment of its rights therein to AFF. Consultant further agrees to assist AFF and their agents, upon request, in preparing U.S. and foreign copyright, trademark, and/or patent applications covering the Work Product and will sign any such applications, upon request, and deliver them to AFF.
- E. It is understood and agreed that AFF has the right to use or not use the Work Product and to use, assign to a third party, reproduce, re-use, alter, modify, edit, or change the Work Product as they see fit and for any purpose, and that the Work Product shall not be returned except for pre-existing copyrighted or proprietary materials used by Consultant as a tool to develop the Work Product. Consultant will inform AFF, in writing, of its intent to use said pre-existing copyrighted or proprietary materials prior to their actual use.
- F. Consultant shall have no right, title, or interest in the Work Product, nor any license to use, sell, exploit, copy, or further develop such Work Product.
- G. Consultant's agreed to compensation on an hourly or per-project basis will be full payment for any Work Product Consultant generated and Consultant will not be entitled to any royalties or proceeds received by AFF for the commercialization in any manner of the Work Product or project.
- H. Consultant agrees to inform AFF of all proposed license agreement and any restrictions included therein regarding use.
- I. Consultant represents and warrants that the Work Product shall be original and shall not infringe on the rights of any other person or party. In the event of a breach of this representation and warranty, Consultant shall immediately return to AFF all monies received under this Agreement and shall be liable for any consequential damages resulting there from.
- J. AFF shall retain all right, title, and ownership in and to all work, including and without limitation to all copyright, patent, trade secret, and other intellectual property rights pertaining thereto, including but not limited to the complete right to modify text, print, publish, copy, distribute, transfer, display, and prepare derivative works based upon work prepared under this agreement.
- K. This section shall survive termination of the Agreement.
- L. The planting zone map created as part of this project shall continue to be used by both parties in the future.

VII. NONDISCLOSURE

During the course of the term of this Agreement, Consultant may have access to information of a confidential and proprietary nature. Such confidential information may include, without limitation, membership lists, corporate or facility data regarding AFF members, information about trade secrets, costs, markets, strategies, plans for future development, and any other development, and any other information of a similar nature pertaining to AFF. Consultant hereby expressly covenants and agrees that, at anytime

during the term or after termination or expiration of this Agreement, Consultant shall not use, furnish, or disclose any confidential or proprietary information to any other person, corporation, association, or other entity without the prior written consent of AFF. This section shall survive termination of this Agreement.

VIII. TRADEMARKS

Consultant agrees that AFF has the exclusive right to the names AMERICAN FOREST FOUNDATION and AFF, as well as to the AFF logo. Consultant agrees that said logo and names shall not be used outside of the context of this Agreement without the prior written approval of the appropriate party.

IX. TAXES

It is understood and agreed that Consultant is an independent contractor, not an employee. Any compensation, therefore, will not be subject to withholding of either income taxes or Social Security taxes. It is understood that, in the event that such payments should be deemed taxable, Consultant shall be solely responsible for the payment of those taxes; and that Consultant shall indemnify AFF against any claims for taxes or other payroll deductions, including penalties, provided AFF promptly notifies Consultant of any such claim.

X. TRANSFER OF INTEREST

Neither this Agreement, nor any of the rights and obligations stated herein or resulting therefrom, may be assigned, transferred, or otherwise disposed of by Consultant without the prior written consent of AFF.

XI. NOTICE

Any notice or report required or permitted to be given under provisions of this Agreement shall be in writing and be delivered by email. All notices shall be addressed to the individuals in the capacities indicated below.

For AFF:
Chantz Joyce
California Conservation Manager
American Forest Foundation
Email: cjoyce@forestfoundation.org

For Consultant:
Wolfgang Rogle
Butte County Resource Conservation District
150 Chuck Yeager Way, Suite A
Email: wolffy@bcrd.org

XII. INDEMNIFICATION

- A. Consultant agrees to indemnify and hold AFF harmless for all liability, claims, and damages, including the cost of defense and investigation incident thereto, arising as a result of Consultant's negligence or knowing misrepresentations.
- B. Consultant shall indemnify and hold AFF harmless from any proceedings or claims asserted against AFF resulting from materials solely furnished by Consultant involving copyright infringement, violations of personal rights of privacy, misappropriation of ideas or rights and literary piracy or plagiarism, excepting claims arising from materials or information furnished by AFF or from matters with respect to which Consultant has advised AFF, in writing, of the legal risks involved and AFF, by its specific approval, has assumed the risks thereof, in which case AFF shall so indemnify Consultant.
- C. AFF agrees to indemnify and hold Consultant harmless from all liability, claims, and damages, including the cost of defense and investigation incident thereto, arising as a result of AFF's negligence or knowing misrepresentation.

XIII. INSURANCE

Consultant shall obtain, maintain, and provide evidence of insurance in minimum amounts of \$100,000/occurrence and \$200,000 aggregate to provide coverage for any liabilities arising out of or resulting from Consultant's obligations pursuant to this Agreement. Consultant shall provide proof of insurance upon execution of this Agreement.

XIV. GOVERNINGLAW

Any controversy or claim arising out of or relating to this Agreement, shall: first, be settled by best attempts of the parties to craft a mutually agreeable resolution and, second, be settled with the assistance and facilitation of a trained mediator who is mutually selected by the parties. The parties to this Agreement to share equally any costs and professional fees involved in mediation proceedings, but not the preparation for the proceedings on the part of the parties to the dispute.

This Agreement shall be governed by and pursuant to the laws of the District of Columbia. Any and all suits or claims by either party shall be brought in the District of Columbia.

XV. ENTIRE AGREEMENT/SEVERABILITY

This Agreement constitutes the entire agreement between the parties hereto regarding the specific deliverables listed in the Statement of Work and supersedes all prior understandings and writings and may be amended or modified only by a writing signed by the parties. If any provision of this Agreement, or the application thereof to any person or circumstances, shall to any extent be void, invalid, unenforceable, or illegal for any reason, the remainder of this Agreement, or the application of such term to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

XVI. WAIVER

The failure of either party to insist upon strict performance of any of the terms or provisions of this Agreement or to exercise any right or remedy contained herein shall not be construed as a waiver or as a relinquishment for the future of such term, provision, right, or remedy. Neither this Agreement nor any provisions thereof may be changed, waived, or discharged, except by an instrument in writing signed by the parties.

XVII. EQUAL OPPORTUNITY

AFF acknowledges that it is an Equal Employment Opportunity Employer, *M/F/DN*. Consultant agrees that it is in compliance with Executive Order 11246 and Revised Order No. 4, the Vietnam-Era Veterans Readjustment Assistance Act of 1974, the Vocational Rehabilitation Act of 1973, and other federal and state anti-discrimination laws.

XVIII. MISCELLANEOUS

- A. Consultant will be an independent contractor for its performance under this Agreement. This Agreement will not be construed to constitute either party as a representative, agent, employee, partner, or joint venture of the other.
- B. Neither party shall be liable for any failure or delay in the performance of its obligations due to a fire, flood, earthquake, elements of nature, or acts of God, acts of war, terrorism, riots, civil disorder, rebellions, or other similar cause beyond the reasonable control of the party affected, provided such default or delay could not have been prevented by reasonable precautions and cannot reasonably be circumvented, and provided further that the party hindered or delayed immediately notifies the other party describing the circumstances causing delay

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their authorized representatives.

AMERICAN FOREST FOUNDATION, INC.

03/16/2020

Tom Fry

Date

BUTTE COUNTY RESOURCE CONSERVATION DISTRICT

Dave Lee

Date

Statement of Work

The American Forest Foundation (AFF) and Butte County Resource Conservation District (Butte RCD) have partnered in the My Sierra Woods (MSW) initiative. AFF provides funding for the initiative through a CAL FIRE California Climate Initiative grant and funding from the Arbor Day Foundation.

Through MSW, AFF, Butte RCD, and other partners seek to engage and empower targeted non-industrial private forest landowners to restore fire resiliency and reforest impacted watersheds.

As an expert in natural resources management and community development across Butte County and given their outstanding credentials in the local communities, Butte RCD is uniquely suited to conduct this work on behalf of AFF and MSW in providing landowner engagement support for the MSW program.

Accordingly, AFF seeks to contract with the Butte RCD to provide AFF with support through the end of 2020. Specifically, AFF seeks the following landowner engagement support:

- Development of a community native seedlings giveaway.
- Development of a community planting day. RCD to identify planting locations, coordinate volunteers and delivery of seedlings to the planting sites.
- The planting zone map created as part of this project shall continue to be used by both parties in the future.



Butte County Resource Conservation District Services Agreement

Between:

Butte County Resource Conservation District (BCRCD)

Contact: Thad Walker, Restoration Project Manager

thad@bcrcd.org

150 Chuck Yeager Way, Suite A

Oroville, CA 95965

(530) 693-3173

Mechoopda Cultural Resource Preservation Enterprise (MCRPE)

Contact: Kyle McHenry, THPO

kmchenry@mechoopda-nsn.gov

125 Mission Ranch Boulevard

Chico, CA 95928

Project Title: Restoration of Walnut Orchard Bidwell Sacramento State Park

Date: March 26, 2020

SCOPE OF SERVICES

Mechoopda Indian Tribe of Chico Rancheria will provide Tribal Monitoring and MCRPE services associated Restoration of Walnut Orchard Bidwell Sacramento State Park Project.

FEES FOR SERVICE

Not-to-exceed \$9,000.00

CONTRACT TERMS

MCRPE shall receive **forty-five dollars (\$45.00) per hour** as a flat rate fee payment for monitoring and consultation services. Payment shall be up to a maximum of \$9,000. No overtime direct costs, or administration fees will be paid under this contract.

Payment Terms:MCRPE will invoice BCRCD monthly for services rendered and costs incurred based on hours expended. BCRCD will submit invoices to the State of California Department of Parks and Recreation (DPR). Invoice payments will be made to Mechoopda Cultural Resource

Preservation Enterprise once BCRCD has received payment from DPR and the BCRCD Board of Directors has approved the payment.

Payment will be remitted to: Mechoopda Cultural Resource Preservation Enterprise
125 Mission Ranch Boulevard
Chico, CA 95928

Schedule: Work under this Agreement is authorized to proceed on March 27th, 2020. This agreement terminates on June 30, 2022.

Guidelines

All federal and state laws and regulations which deal with the treatment and disposition of human remains, associated burial artifacts, and other archaeological materials uncovered during project development will be complied with fully following guidelines established in MOA between State of California Department of Park and Recreation, Northern Buttes District and the Mechoopda Indian Tribe of Chico Rancheria for the development of the Brayton parcel at Bidwell Sacramento River State Park (*see Attachment A*)

Independent Contractor: MCRPE shall perform all of its services under this Agreement as an independent contractor and not as an employee of BCRCD. MCRPE understands and acknowledges that it shall not be entitled to any benefits of a BCRCD employee, including but not limited to vacation, sick leave, insurance, retirement, workers' compensation, or protection of tenure.

Termination:

A. By BCRCD. The BCRCD may, by written notice to MCRPE terminate this Agreement in whole or in part at any time, whether for BCRCD's convenience or because of a failure of MCRPE to fulfill the obligations herein. Upon receipt of notice, Consultant shall immediately discontinue all services (unless the notice directs otherwise) and deliver to BCRCD all data, estimates, graphs, summaries, reports, electronic files and all other records, documents, or papers as may have been accumulated or produced by MCRPE in performing this Agreement, whether complete or in process.

(1) For convenience. The BCRCD may terminate this Agreement upon thirty (30) days written notice. Following notice of such termination, MCRPE shall promptly cease work and notify the BCRCD as to the status of its performance.

Notwithstanding any other payment provision of this Agreement, the BCRCD shall pay MCRPE for service satisfactorily performed to the date of termination to include a prorated amount of compensation due hereunder less payments, if any, previously made. In no event shall MCRPE be paid an amount in excess of the full price under this Agreement nor for profit on unperformed portions of service. MCRPE shall furnish to the BCRCD such financial information as in the judgment of BCRCD is necessary to determine the reasonable value of the services rendered by MCRPE. In the event of a dispute as to the reasonable value of the services rendered by MCRPE, the decision of the BCRCD shall be final. The foregoing is cumulative and shall not affect any right or remedy which the BCRCD may have in law or equity.

(2) For cause. Should MCRPE default in the performance of this Agreement or materially breach any of its provisions, the BCRCD may, at its sole discretion, terminate this Agreement by written notice, which shall be effective upon receipt by MCRPE.

B. By MCRPE. Should the BCRCD fail to pay MCRPE all or any part of the payment set forth MCRPE may, at its sole option, terminate this Agreement if such failure is not remedied by the BCRCD within thirty (60) days of written notice to the BCRCD of such late payment.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective on the date executed by the BCRCD.

BUTTE COUNTY RESOURCE CONSERVATION DISTRICT ("BCRCD")

By: _____ Date: _____
Dave Lee, Chairman of the Board, BCRCD

By: _____ Date: _____
Mechoopda Cultural Resource Preservation Enterprise ("MCRPE")

Attachment A
MEMORANDUM OF AGREEMENT

For

THE TREATMENT AND DISPOSITION OF NATIVE AMERICAN BURIAL REMAINS AND ASSOCIATED BURIAL ARTIFACTS, AND NON-BURIAL ARTIFACTS OTHER ARCHAEOLOGICAL MATERIALS ENCOUNTERED DURING ACTIVITIES CONDUCTED FOR THE DEVELOPMENT OF THE BRAYTON PARCEL IN THE INDIAN FISHERIES SUBUNIT AT BIDWELL SACRAMENTO RIVER STATE PARK

BETWEEN

THE STATE OF CALIFORNIA DEPARTMENT OF PARKS AND RECREATION (DPR) AND THE MECHOOPDA INDIAN TRIBE OF CHICO RANCHERIA (TRIBE).

Definitions

Terms and Concepts used in the Memorandum of Agreement are defined in Attachment A. These definitions are incorporated herein, by reference, and are an integral part of this agreement.

Purpose

The purpose of this Agreement is to establish clear procedures for the treatment and disposition of Native American human remains and any associated burial artifacts, and non-burial artifacts and cultural remains other archaeological materials uncovered during project activities conducted for the development of the Brayton Parcel at Bidwell Sacramento River State Park.

Overview

1. DPR owns a 41 acre parcel of land, referred to as the Brayton Parcel, which it will develop for recreational purposes. Development of the land will include vegetation removal and restoration, providing access to the Sacramento River, and constructing a trail system and parking area with picnic sites and restroom; all of which may require subsurface disturbance.
2. A Native American period archaeological site, CA-BUT-717, is recorded on the parcel. This site, a shell mound, and documented Native Fisheries in the project area make the parcel sensitive for Native American cultural resources.
3. The Mechoopda Indian Tribe of Chico Rancheria (TRIBE Tribe) is recognized by the Native American Heritage Commission as the Most Likely Descendant for this park area.

4. Trenching to determine presence or absence of subsurface archaeological remains and the vertical and horizontal extent of CA-BUT-717 will be accomplished before any other ground disturbing activities take place on the parcel. This trenching will be done by Dr. Greg White, consulting archaeologist of the Archaeological Research Program at California State University, Chico (ARP). A New site record(s) reflecting this information will be prepared.

Guidelines

1. All federal and state laws and regulations which deal with the treatment and disposition of human remains and associated burial artifacts will be complied with fully. Applicable laws and regulations include the Native American Grave Protection and Repatriation Act of 1990 (NAGPRA), the American Indian Religious Freedom Act of 1978, the California Public Resources Code Section 5097.9-.99: Native American Historical, Cultural and Sacred Sites, and California Health and Safety Code Section 7505.5.

2. A tribally appointed monitor will be present during trenching activities. For the trenching activities, this representative tribally appointed monitor will be contracted by the Archaeological Research Program consulting archaeologist. Depending on the results from this initial trenching, a tribally appointed representative monitor might need to be present during all subsequent ground disturbing activities.

3. All inadvertent discoveries require immediate notification by the coordinating consulting archaeologist to the DPR professional archaeologist (530-538-2703) and the Tribe tribal NAGPRA Coordinator (530-899-8922).

4. Should any human remains be encountered during project activities, prompt immediate notification will be conveyed to appropriate TRIBE personnel by the Tribe's representative NAGPRA Coordinator at 530-899-8922; DPR Valley Sector Superintendent, Denise Reichenberg (dispatch: 916 358-1300 or land: 898-4304 or cell:), and the Butte County Coroner (land: 538-6759) is required. This contact will be made by will be contacted by Dr. Greg White, consulting archaeologist.

5. All human remains, whether articulated or disarticulated associated, will be treated equally and with respect. For all project activities, Native American human remain identification and affiliation, if possible, will be confirmed determined by Dr. Greg White, consulting archaeologist.

6. If the Mechoopda have specific directives concerning human remain policy, this should be put in here. Greg says he thinks they have a specific NAGPRA policy. This may include reburial directives, human remains analysis directives, and stop work condition. Should human remains be discovered during project activities require immediate notification of the tribal NAGPRA Coordinator. If discovered, ground disturbance will cease at the exact spot. Measures will be

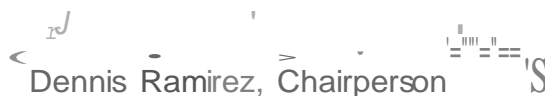
taken to maintain the integrity of the discovery. Disposition of the human remains, if they are Native American, will be resolved within 24 hours. The MechoopdaTribe will rebury the remains at the site, preferably in the same subsurface area but deeper.

76. Archaeological material such as Non-burial related and non-sacred artifacts, features, and other cultural material including but not limited to fire affected rock and ecofacts will be collected. All of these archaeological materials are property of the State of California Department of Parks and Recreation and will be analyzed and curated. An Accession Number from the State Archaeological Collections Research Facility (SACRF) will be obtained by the Northern Buttes District Archaeologist if needed. Material will be curated at SACRF in West Sacramento. The MechoopdaTribe will have full access to this collection which will be arranged through contact with SACRF.

8.f archaeological materials are collected, analytical methods will be determined by consultation between the Tribe and DPR. Analysis by Dr. White at his Chico office will require a separate task order.

9. Objects determined in consultation with the Tribe to be a sacred object or item of cultural patrimony will become property of the Tribe. Analysis will be done at the ARP laboratory in Chico, California. An Accession Number from the State Archaeological Collections Research Facility (SACRF) will be obtained by the Northern Buttes District Archaeologist if needed. Material will be curated at SACRF in West Sacramento.

10.7. Copies of all archaeological and trenching reports and, field notes, and the artifact catalog (if needed or originated) will be provided to the MechoopdaTribe. Copies of the Tribal monitor's reports will be provided to DPR for archiving.


Dennis Ramirez, Chairperson
Mechoopda Indian Tribe of Chico Rancheria

Af?PJL 112> tk:f
Date



Robert Foster, Northern Buttes District Superintendent
California Department of Parks and Recreation

17L-21 (o.,f)
Date

ATTACHMENT A

Definitions

Accession Number: The number assigned to artifacts or data for permanent storage and curation in a collections facility.

Archaeological materials: For this agreement, archaeological materials are non-burial related and non-sacred artifacts, features, and other cultural material and not items of cultural patrimony as defined in NAGPRA. Archaeological materials include but are not limited to fire affected rock and ecofacts.

Articulated human remains: Human remains with more than one bone directly associated.

Artifacts: Objects found on or under the ground which reflect human manufacture or modification, thereby providing evidence of prehistoric and historic human cultural activity.

Burial Artifacts: Artifacts found in functional association with human remains.

Cultural Resources: Remains and sites associated with human activity or activities or elements or areas of natural landscape with traditional cultural significance.

Disarticulated human remains: Isolated human bones or teeth not clearly assignable to a burial or feature.

Ecofacts: Shell, bone, mineral and wood from human consumption or use.

Feature: A large, complex artifact concentration or part of a site such as a hearth, cairn, housepit, rock alignment or activity area.

Fire affected rock: Stone used by humans in fires.

Human remains: Articulated or disassociated disarticulated human bone(s) or teeth remains.

Sacred Objects: Ceremonial objects which are used by traditional Native American religious leaders as defined in NAGPRA. for the

practice of traditional Native American religions.

Site: The location of past cultural activity; a defined space with more or less continuous archaeological evidence.

CLEANUP AND ABATEMENT ACCOUNT

BUTTE COUNTY RESOURCE CONSERVATION DISTRICT

AND

CALIFORNIA STATE WATER RESOURCES CONTROL BOARD



IMPLEMENTATION GRANT

POST CAMP FIRE DIXIE ROAD SEDIMENT REDUCTION PROJECT

AGREEMENT NO. SWRCB0000000000D1911433

GRANT AMOUNT: \$775,198

ELIGIBLE WORK START DATE: MAY 21, 2019
WORK COMPLETION DATE: DECEMBER 31, 2021
FINAL DISBURSEMENT REQUEST DATE: JANUARY 31, 2022
RECORDS RETENTION END DATE: DECEMBER 31, 2028

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AGREEMENT

1. AUTHORITY.

- (a) The State Water Resources Control Board (State Water Board) is authorized, and implements its authority, to provide financial assistance under this Agreement pursuant to Section 13440 et seq. of the Water Code, and Resolution No. 2018-0056.

2. INTENTION.

- (a) The Recipient desires to receive financial assistance for and undertake work required for the Post Camp Fire Dixie Road Sediment Reduction Project according to the terms and conditions set forth in this Agreement.
- (b) The State Water Board proposes to assist in providing financial assistance for eligible costs of the Project in the amount set forth in Exhibit B, according to the terms and conditions set forth in this Agreement.

3. AGREEMENT, TERM, DOCUMENTS INCORPORATED BY REFERENCE.

In consideration of the mutual representations, covenants and agreements herein set forth, the State Water Board and the Recipient, each binding itself, its successors and assigns, do mutually promise, covenant, and agree to the terms, provisions, and conditions of this Agreement.

- (a) The State Water Board hereby makes a grant to the Recipient in accordance with the provisions of this Agreement.
- (b) Subject to the satisfaction of any condition precedent to this Agreement, this Agreement shall become effective upon the signature of both the Recipient and the State Water Board. Conditions precedent are not limited to the following:
 - (1) The Recipient must deliver to the Division a resolution authorizing this Agreement.
- (c) Upon execution, the term of the Agreement shall begin on the Eligible Work Start Date and extend through the Records Retention End Date.
- (d) This Agreement includes the following exhibits and attachments thereto:

EXHIBIT A – SCOPE OF WORK

EXHIBIT B – FUNDING TERMS

EXHIBIT C – GENERAL & PROGRAMMATIC TERMS AND CONDITIONS

4. PARTY CONTACTS.

The Party Contacts during the term of this Agreement are:

State Water Board		Butte County Resource Conservation District	
Name:	Heidi Bauer, Grant Manager	Name:	Thad Walker, Project Director
Address:	364 Knollcrest Drive, Suite 205	Address:	150 Chuck Yeager Way, Suite A
City, State, Zip:	Redding, CA 96002	City, State, Zip:	Oroville, CA 95965
Phone:	(530) 224-4996	Phone:	(530) 693-3173
Fax:	(530) 224-4857	Fax:	N/A
Email:	heidi.bauer@waterboards.ca.gov	Email:	thad@bcrd.org

State Water Board	
Name:	Matthew Boone, Technical Contact
Address:	364 Knollcrest Drive, Suite 205
City, State, Zip:	Redding, CA 96002
Phone:	(530) 224-4129
Fax:	(530) 224-4857
Email:	heidi.bauer@waterboards.ca.gov

Direct inquiries to:

State Water Board		Butte County Resource Conservation District	
Section:	Division of Financial Assistance		
Name:	Andrew Hoekstra, Program Analyst	Name:	Tim Keeseey, Grant Contact
Address:	1001 I Street, 17 th Floor	Address:	150 Chuck Yeager Way, Suite A
City, State, Zip:	Sacramento, CA 95814	City, State, Zip:	Oroville, CA 95965
Phone:	(916) 319-9167	Phone:	(530) 693-3173
Fax:	(916) 341-5707	Fax:	N/A
Email:	andrew.hoekstra@waterboards.ca.gov	Email:	tim@bcrd.org

The Recipient may change its Project Director upon written notice to the Grant Manager, which notice shall be accompanied by authorization from the Recipient's Authorized Representative. The State Water Board will notify the Project Director of any changes to its Party Contacts.

While the foregoing are contacts for day-to-day communications regarding Project work, the Recipient shall provide official communications and events of Notice as set forth in Exhibit C to the Division's Deputy Director.

5. DEFINITIONS.

Unless otherwise specified, each capitalized term used in this Agreement has the following meaning:

"Additional Payments" means the reasonable extraordinary fees and expenses of the State Water Board, and of any assignee of the State Water Board's right, title, and interest in and to this Agreement, in connection with this Agreement, including all expenses and fees of accountants, trustees, staff, contractors, consultants, costs, insurance premiums and all other extraordinary costs reasonably incurred by the State Water Board or assignee of the State Water Board.

"Agreement" means this agreement, including all exhibits and attachments hereto.

"Authorized Representative" means the duly appointed representative of the Recipient as set forth in the certified original of the Recipient's authorizing resolution that designates the authorized representative by title.

"Cover Page" means the front page of this Agreement.

"Days" means calendar days unless otherwise expressly indicated.

"Deputy Director" means the Deputy Director of the Division.

"Disbursement Period" means the period during which Grant Funds may be disbursed.

"Disbursement Request" means the Recipient's request for Grant Funds from the State Water Board as set forth in Exhibit B.

"Division" means the Division of Financial Assistance of the State Water Board or any other segment of the State Water Board authorized to administer this Agreement.

"Eligible Work Start Date" means the date set forth on the Cover Page of this Agreement, establishing the date on or after which costs may be incurred and eligible for reimbursement hereunder.

"Event of Default" means the occurrence of any of the following events:

- (a) A representation or warranty made by or on behalf of the Recipient in this Agreement or in any document furnished by or on behalf of the Recipient to the State Water Board pursuant to this Agreement which shall prove to have been inaccurate, misleading or incomplete in any material respect;
- (b) A material adverse change in the condition of the Recipient which the Division reasonably determines would materially impair the Recipient's ability to satisfy its obligations under this Agreement;
- (c) Failure by the Recipient to observe and perform any covenant, condition, or provision in this Agreement, which failure shall continue for a period of time, to be determined by the Division;
- (d) Initiation of proceedings seeking arrangement, reorganization, or any other relief under any applicable bankruptcy, insolvency, or other similar law; the appointment of or taking possession of the Recipient's property by a receiver, liquidator, assignee, trustee, custodian, conservator, or similar official; the Recipient's entering into a general assignment for the benefit of creditors; the initiation of resolutions or proceedings to terminate the Recipient's existence, or any action in furtherance of any of the foregoing;
- (e) A determination pursuant to Government Code section 11137 that the Recipient has violated any provision in Article 9.5 of Chapter 1 of Part 1 of Division 3 of Title 2 of the Government Code;
- (f) Loss of the Recipient's rights, licenses, permits, or privileges necessary for the operation of the Project, or the occurrence of any material restraint on the Recipient's enterprise by a government agency or court order;
- (g) A determination pursuant to Government Code section 11137 that the Recipient has violated any provision in Article 9.5 of Chapter 1 of Part 1 of Division 3 of Title 2;
- (h) Loss of the Recipient's rights, licenses, permits, or privileges necessary for the operation of the Project, or the occurrence of any material restraint on the Recipient's enterprise by a government agency or court order.

"Final Disbursement Request Date" means the date set forth as such on the Cover Page of this Agreement, after which date, no further Grant Funds disbursements may be requested.

"Fiscal Year" means the period of twelve (12) months terminating on June 30 of any year.

"Force Account" means the use of the Recipient's own employees, equipment, or resources for the Project.

"Generally accepted accounting principles (GAAP)" means the uniform accounting and reporting procedures set forth in publications of the American Institute of Certified Public Accountants or its successor, or by any other generally accepted authority on such procedures, and includes, as applicable, the standards set forth by the Governmental Accounting Standards Board or its successor, or the Uniform System of Accounts, as adopted by the California Public Utilities Commission for water utilities.

"Grant Amount" means the maximum amount payable under this Agreement, as set forth on the Cover Page.

"Grant Contact" means the employee of the Recipient who has been delegated by the Project Director to oversee the day-to-day activities of the Project. The Grant Contact is set forth in Section 4 of this Agreement.

"Grant Funds" means all moneys disbursed to the Recipient by the State Water Board for eligible Project Costs pursuant to this Agreement.

"Grant Manager" means the person designated by the State Water Board to manage performance of this Agreement. The Grant Manager is set forth in Section 4 of this Agreement.

"Guidelines" means the State Water Board's "Cleanup and Abatement Account Funding Program Guidelines," in effect as of the execution date of this Agreement.

"Indirect Costs" means those costs that are incurred for a common or joint purpose benefiting more than one cost objective and are not readily assignable to the Project (i.e., costs that are not directly related to the Project). Examples of Indirect Costs include, but are not limited to: central service costs; general administration of the Recipient; non-project specific accounting and personnel services performed within the Recipient organization; depreciation or use allowances on buildings and equipment; the costs of operating and maintaining non-project specific facilities; tuition and conference fees; generic overhead or markup; and taxes.

"Party Contact" means, for the Recipient, the Authorized Representative of the Recipient or any designee of the Authorized Representative, and, for the State Water Board, the Grant Manager, or the Program Analyst.

"Project" means the Project financed by this Agreement as described in Exhibits A and B and in the documents incorporated by reference herein.

"Project Completion" means, as determined by the Division, that the Project is complete to the reasonable satisfaction of the Division.

"Project Costs" means the incurred costs of the Recipient which are eligible for financial assistance under this Agreement, which are allowable costs as defined under the Guidelines, and which are reasonable, necessary and allocable by the Recipient to the Project.

"Project Director" means an employee of the Recipient designated by the Authorized Representative to be responsible for the overall management of the administrative and technical aspects of the executed Agreement. The Project Director is set forth in Section 4 of this Agreement.

"Recipient" means Butte County Resource Conservation District.

“Records Retention End Date” means the last date that the Recipient is obligated to maintain records and is set forth on the Cover Page of this Agreement.

“Regional Water Quality Control Board” or “Regional Water Board” means the appropriate Regional Water Quality Control Board.

“State” means State of California.

“State Water Board” means the California State Water Resources Control Board.

“Technical Contact” means technical staff assigned to the Project who is responsible for tasks that require technical background in reviewing and approving a specific document or progress report, and in conducting site visits.

“Useful Life” means the useful life of the Project beginning at Project Completion.

“Work Completion” means the Recipient’s submittal of all work set forth under Exhibit A for review and approval by the Division. The Division may require corrective work to be performed prior to Project Completion. Any work occurring after the Work Completion Date will not be reimbursed under this Agreement.

“Work Completion Date” means the date set forth on the Cover Page of this Agreement and is the last date on which Project Costs may be incurred under this Agreement.

“Year” means calendar year unless otherwise expressly indicated.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

BUTTE COUNTY RESOURCE CONSERVATION DISTRICT:

By: _____

Name: David Lee

Title: Chairman of the Board of Directors

Date: _____

STATE WATER RESOURCES CONTROL BOARD:

By: _____

Name: Leslie S. Laudon

Title: Deputy Director
Division of Financial Assistance

Date: _____

EXHIBIT A – SCOPE OF WORK

A.1 PROJECT DESCRIPTION, USEFUL LIFE, AND SCOPE OF WORK.

- (a) The Project is the project set forth on the Cover Page of this Agreement. The Project is for the benefit of the Recipient. The purpose of this Project is to protect the spawning beds and fisheries habitat of endangered and threatened species associated with the North Fork Feather River, Camp Creek, and their tributaries by implementing forest management, erosion control, and storm proofing practices on Dixie Road and Camp Creek Road in Butte County within the perimeter of the 2018 Camp Fire.
- (b) The Useful Life of any constructed portions of this Project is at least twenty (20) years.
- (c) Scope of Work.

The Recipient agrees to do the following:

1. Project Management

- 1.1 Provide all technical and administrative services as needed for project completion; monitor, supervise, and review all work performed; and coordinate budgeting and scheduling to ensure the Project is completed within budget, on schedule, and in accordance with applicable laws and regulations.
- 1.2 Notify the Grant Manager and Technical Contact at least fifteen (15) working days in advance of upcoming meetings, workshops, and trainings.
- 1.3 Conduct periodic and final site visits with the Central Valley Water Board staff, Grant Manager, and/or Technical Contact.

2. Project Effectiveness and Performance

- 2.1 Prepare a Project Assessment and Evaluation Plan (PAEP) which describes the manner in which the Project performance will be assessed, evaluated, reported, and include the detail of the methods of measuring and reporting and submit to the Grant Manager and Technical Contact for approval.

3. Environmental Compliance and Permitting

- 3.1 Complete documentation required under the California Environmental Quality Act (CEQA) for the proposed implementation project. Take all required steps to prepare, circulate, and certify the required CEQA document(s).
 - 3.1.1 Submit the draft CEQA document to the Grant Manager and Technical Contact for comment, if applicable.
 - 3.1.2 Submit the final CEQA document to the Grant Manager and Technical Contact.
 - 3.1.3 Obtain written environmental clearance from the State Water Board confirming the State Water Board has made its own environmental findings and concurred that implementation/construction may proceed.
- 3.2 Obtain all public agency approvals, entitlements, or permits required for project implementation before ground disturbing field work begins. Obtain all necessary access agreements to enter and perform the below described work on all private

properties and properties owned or controlled by Butte County or the United States Federal Government. Submit a list and signed copies of such approvals, entitlements, permits, and/or access agreements to the Grant Manager.

4. Site Selection

- 4.1 Submit a list of the sixty-three (63) candidate sites that were identified as in need of repair, replacement, or decommissioning using the Rapid Road Evaluation and Storm Proofing Plan developed by Pacific Watershed Associates.
- 4.2 Rank the candidate sites in Item 4.1 as having high, moderate, or low treatment immediacy based on erosion potential and sediment delivery volume. Submit a list of the ranked sites to the Grant Manager and Technical Contact.
- 4.3 Evaluate all sites ranked as having high or moderate treatment immediacy for cost effectiveness and select a minimum of twenty-six (26) culvert sites and a minimum of three (3) miles of road for treatment. Submit a map of the sites and roads selected for treatment to the Grant Manager and Technical Contact.
- 4.4 Identify sites in the Project area that are not a priority for this Project but continue to pose potential and significant threat to water quality, including sites that could use additional assessment and evaluation and prescribe cost-effective treatments for possible future projects.
- 4.5 Conduct a tax assessor's research and title search, where necessary, and generate maps to identify land ownership in the Project area. Submit the maps to the Grant Manager and Technical Contact.
- 4.6 Develop and distribute a notice to all property owners in the Project area informing them of the Project. Submit a copy of the notice to the Grant Manager and Technical Contact.
- 4.7 Develop and execute site access agreements with all landowners of properties where the implementation work will occur. If a site contains a construction portion of the Project, the site access agreements shall provide for access for the Useful Life of the Project. Submit copies of the signed landowner agreement(s) and map(s) identifying the site locations to the Grant Manager and Technical Contact.

5. Planning and Design

- 5.1 Develop design plans and specifications for road repair, replacement, or decommissioning for the sites and roads selected in Item 4.3 and submit to the Grant Manager and Technical Contact for approval. Design plans and specifications shall include a list of the sites and prescribed treatments such as:
 - Culverts;
 - Armored fill crossings;
 - Rock dips;
 - Rolling dips;
 - Rock armor used for reducing velocity scour;
 - Fill slopes; and
 - Cost estimates.

- 5.2 Develop design plans and specifications for erosion control Best Management Practices (BMPs) to be applied at the sites and roads in item 5.1 for the purpose of sediment delivery prevention and submit to the Grant Manager and Technical Contact for approval. BMPs may include:
 - Culverts;
 - Straw application;
 - Rock armoring;
 - Slash treatments;
 - Ground application of hydro-mulching and/or hydro-seeding;
 - Fiber rolls and/or fiber mats;
 - Woody debris removal and/or installation;
 - Silt fencing, wattles, and native plants; and
 - Cost estimates.
 - 5.3 Conduct a sediment source inventory along 1.88 miles of road identified as the Dixie Road Midslope Segment using assessment protocols from the Department of Fish and Wildlife's *Salmonid Stream Habitat Restoration Manual* and Pacific Watershed Associates' *Handbook for Forest, Ranch, and Rural Roads*. Submit a table of inventoried sites to the Grant Manager and Technical Contact.
 - 5.4 Prepare and submit an Action Plan to the Grant Manager and Technical Contact that summarizes the results of the sediment source inventory in Item 5.3, including:
 - Treatment prioritization for existing or potential sediment discharge sites;
 - Treatment recommendations, erosion control plans, and erosion prevention plans for each identified existing or potential sediment discharge site and its hydrologically connected adjacent road reaches;
 - Cost estimates for heavy equipment, labor, permitting, and materials needed to implement the treatment recommendations;
 - Geographical Information System (GIS) maps depicting sites by treatment prioritization and site type, as well as technical specification and/or construction illustrations for each site in need of treatment; and
 - Expected sediment and pollutant load reductions to be achieved through the implementation of the treatment recommendations.
 - 5.5 Complete the bid documents in accordance with the Recipient's internal procurement procedures and the approved design plans and specifications in Item 5.1 and 5.2 and advertise the Project for bid. Submit the advertised bid documents and bid summary to the Grant Manager and Technical Contact.
 - 5.6 Select an appropriately qualified and licensed contractor(s) for the implementation work and submit a copy of the Notice(s) to Proceed and awarded contract(s) to the Grant Manager and Technical Contact.
6. Implementation
- 6.1 Purchase materials for road crossing replacement and repair work that may include culverts, rock armoring, base rock, geotextile fabric, over side drains, and flumes. Submit a list of purchased materials to the Grant Manager and Technical Contact.
 - 6.2 Repair or replace culverts in accordance with the approved design plans and specifications in Item 5.1, after obtaining environmental clearance specified in Item 3.1.3 and the necessary approvals, entitlements, or permits in Item 3.2.

- 6.3 Repair, re-grade, and/or decommission roads in accordance with the approved design plans and specifications in Item 5.1, after obtaining environmental clearance specified in Item 3.1.3 and the necessary approvals, entitlements, or permits in Item 3.2.
- 6.4 Install erosion control BMPs in accordance with the approved design plans and specifications in Item 5.2, using a qualified licensed contractor(s). All BMP's shall be installed prior to November 15th of the year site disturbance occurred. During the winter period (November 15th – April 1st) operations, erosion control shall be in place prior to end of the workday if the National Weather Forecast predicts 30% chance of rain or better.
- 6.5 Prepare a completion report of implementation work competed in Item 6.2 through Item 6.4 and submit to the Grant Manager and Technical Contact. The completion report shall include the following information for each applicable site:
 - Site maps with implemented BMPs;
 - As-built drawing and specifications;
 - Copies of permits; and
 - Watershed-scale Geographic Information System location maps identifying locations and project types.

7. Monitoring and Assessment

- 7.1 Conduct post BMP implementation effectiveness monitoring and maintenance activities in partnership with the Central Valley Water Board to ensure BMP performance and to identify necessary maintenance to treated areas. Submit results of monitoring and maintenance activities to the Grant manager.
- 7.2 Conduct pre-, during, and post-construction photo documentation and submit to the Grant Manager. Photo documentation must be completed per photo monitoring guidance from US EPA, United States Department of Agriculture (USDA), or other methodology approved by the Grant Manager. Photo guidance may be found at:
https://www.epa.gov/sites/production/files/2016-06/documents/chapter_5_may_2016_508.pdf;
and
http://www.waterboards.ca.gov/water_issues/programs/swamp/docs/cwt/guidance/4214a.pdf.

8. Education and Outreach

- 8.1 Submit Project updates to the Grant Manager, including the status, goals, scope, and timeline of the Project, to the Grant Manager, to upload to the State Water Board and Regional Water Board websites.
- 8.2 Design and submit informational outreach signage to the Grant Manager and Technical Contact. Signage must include the following disclosure statement and color logo (available from the Division):



8.2.1

- 8.2.2 “Funding for this project has been provided in full or in part through an agreement with the State Water Resources Control Board.”

8.2.3 The Project sign may include another agency's required promotional information so long as the above logos and disclosure statement are equally prominent on the sign. The sign shall be prepared in a professional manner.

8.3 Place a minimum of two (2) informational outreach signs designed in Item 8.2 at public access points within the project area. Submit sign locations and photo-documentation of outreach signage to the Grant Manager and Technical Contact.

A.2 STANDARD PROJECT REQUIREMENTS.

A.2.1 Disclosure Statements.

The Recipient shall include the following disclosure statement in any document, written report, or brochure prepared in whole or in part pursuant to this Agreement:

"Funding for this project has been provided in full or in part through an agreement with the State Water Resources Control Board. The contents of this document do not necessarily reflect the views and policies of the foregoing, nor does mention of trade names or commercial products constitute endorsement or recommendation for use."

A.2.2 Reports.

A.2.2.1 Progress Reports.

The Recipient shall submit quarterly progress reports, using a format provided by the Grant Manager, within forty-five (45) days following the end of the calendar quarter (March, June, September, and December) to the Grant Manager. Progress reports shall provide a brief description of activities that have occurred, milestones achieved, monitoring results (if applicable), and any problems encountered in the performance of the work under this Agreement during the applicable reporting period. Reporting shall be required even if no grant-related activities occurred during the reporting period. The Recipient shall document all activities and expenditures in progress reports, including work performed by contractors.

A.2.2.2 As Needed Reports.

The Recipient must provide expeditiously, during the term of this Agreement, any reports, data, and information reasonably required by the Division including, but not limited to, material necessary or appropriate for evaluation of the funding program or to fulfill any reporting requirements of the state or federal government.

A.2.2.3 Final Reports

At the conclusion of the Project, the Recipient must submit the following to the Grant Manager:

(a) Draft Final Project Report.

Prepare and submit to the Grant Manager, for review and comment, a draft Final Project Report in a format provided by the Grant Manager.

(b) Final Project Report.

Prepare a Final Project Report that addresses, to the extent feasible, comments made by the Grant Manager on the draft Final Project Report. Submit one (1) reproducible master copy and an electronic copy of the Final Project Report. Upload an electronic copy of the Final Project

Report in pdf format to the Financial Assistance Application Submittal Tool system.

A.2.3 Commencement of Operations.

Upon Work Completion, the Recipient must expeditiously initiate Project operations.

A.2.4 Final Project Inspection and Certification.

Upon completion of the Project, the Recipient shall provide for a final inspection and shall certify that the Project has been completed in accordance with this Agreement, any final plans and specifications submitted to the State Water Board, and any amendments or modifications thereto. If the Project involves the planning, investigation, evaluation, design, or other work requiring interpretation and proper application of engineering, or other professionals, the final inspection and certification shall be conducted by a California Registered Civil Engineer or other appropriate California registered professional. The results of the final inspection and certification shall be submitted to the Grant Manager.

A.3 DATES AND DELIVERABLES.

- (a) Time is of the essence.
- (b) The Recipient must expeditiously proceed with and complete the Project.
- (c) The following dates are established on the Cover Page of this Agreement:
 - (1) Eligible Work Start Date;
 - (2) Work Completion Date;
 - (3) Final Disbursement Request Date; and
 - (4) Records Retention End Date.
- (d) The Recipient must begin work timely.
- (e) The Recipient must deliver any request for amendment no fewer than 120 days prior to the Work Completion Date.
- (f) The undisbursed balance of this Agreement will be deobligated if the Recipient does not provide its final Disbursement Request to the Division on or before the Final Disbursement Request Date, unless prior approval has been granted by the Division.

A.4 SUBMITTAL SCHEDULE.

Failure to provide items by the due dates indicated in the table below may constitute a material violation of this Agreement. However, the dates in the "Estimated Due Date" column of this table may be adjusted as necessary during the Disbursement Period with Grant Manager approval. All work or submittals must be achieved with relevant submittals approved by the Division prior to the Work Completion Date, and the final Disbursement Request submitted prior to the Final Disbursement Request Date set forth in Exhibit B.

SUBMITTAL SCHEDULE

ITEM	DESCRIPTION OF SUBMITTAL	CRITICAL DUE DATE	ESTIMATED DUE DATE
EXHIBIT A			
A.1	PROJECT DESCRIPTION, USEFUL LIFE, AND SCOPE OF WORK		
A.1.c	Scope of Work		
1.	Project Management		
1.2	Notification of Upcoming Meetings, Workshops, and/or Trainings		Ongoing
2.	Project Effectiveness and Performance		
2.1	Project Assessment and Evaluation Plan (PAEP)	60 Days After Execution	
3.	Environmental Compliance and Permitting		
3.1.1	Draft CEQA Documents		March 2020
3.1.2	Final CEQA Documents		April 2020
3.2	Public Agency Approvals, Entitlements, Permits, and/or Access Agreements		June 2020
4.	Site Selection		
4.1	List of Sixty-Three (63) Candidate Sites	Complete	
4.2	List of Ranked Sites	Complete	
4.3	Final Map of Selected Sites and Roads	Complete	
4.5	Title Search and Maps Identifying Land Ownership		April 2020
4.6	Copy of Notice to Property Owners		April 2020
4.7	Copies of Signed Landowner Access Agreements and Map(s) Identifying Site Locations		May 2020
5.	Planning and Design		
5.1	Design Plans and Specifications for Road Repair, Replacement, or Decommissioning	Complete	
5.2	Design Plans and Specifications for Erosion Control Best Management Practices (BMPs)		March 2020
5.3	Sediment Source Inventory Table of Inventoried Sites		December 2020
5.4	Sediment Source Inventory Action Plan		May 2021
5.5	Advertised Bid Documents and Bid Summary		May 2020
5.6	Notice(s) to Proceed and Awarded Contract(s)		June 2020

ITEM	DESCRIPTION OF SUBMITTAL	CRITICAL DUE DATE	ESTIMATED DUE DATE
EXHIBIT A			
6.	Implementation		
6.1	List of Purchased Materials		After Construction Completion
6.5	Completion Report	November 30, 2021	
7.	Monitoring and Assessment		
7.1	Results of Monitoring and Maintenance Activities		Ongoing
7.2	Pre-, During, and Post-Implementation Photo Documentation		Ongoing
8.	Education and Outreach		
8.1	Project Updates Including Status, Goals, Scope, and Timeline		Ongoing
8.2	Informational Outreach Signage Design		June 2020
8.3	Sign Locations and Photo-Documentation of Signage		July 2020
A.2	STANDARD PROJECT REQUIREMENTS		
A.2.2	Reports		
A.2.2.1	Progress Reports	Quarterly	
A.2.2.2	As Needed Reports		As Needed
A.2.2.3(a)	Draft Final Project Report	October 31, 2021	
A.2.2.3(b)	Final Project Report	November 30, 2021	
A.2.4	Final Project Inspection and Certification	Before Final Invoice	
EXHIBIT B			
B.1.7(a)(4)	Disbursement Requests	Quarterly	
B.1.7(a)(8)	Final Disbursement Request	January 31, 2022	

EXHIBIT B – FUNDING TERMS

B.1. FUNDING AMOUNTS AND DISBURSEMENTS.

B.1.1 Funding Contingency and Other Sources.

- (a) If this Agreement’s funding for any Fiscal Year expires due to reversion or is reduced, substantially delayed, or deleted by the Budget Act, by Executive Order, or by order or action of the Department of Finance, the State Water Board has the option to either cancel this Agreement with no liability accruing to the State Water Board, or offer an amendment to the Recipient to reflect the reduced amount.
- (b) If funding for Project Costs is made available to the Recipient from sources other than this Agreement, the Recipient must notify the Division. The Recipient may retain such funding up to an amount which equals the Recipient’s share of Project Costs. To the extent allowed by requirements of other funding sources, excess funding must be remitted to the State Water Board.

B.1.2 Estimated Reasonable Cost.

The estimated reasonable cost of the total Project, including associated planning and design costs is SEVEN HUNDRED SEVENTY-FIVE THOUSAND ONE HUNDRED NINETY-EIGHT DOLLARS (\$775,198).

B.1.3 Grant Amount.

Subject to the terms of this Agreement, the State Water Board agrees to provide funds not to exceed the Grant Amount as set forth on the Cover Page of this Agreement.

B.1.4 Budget Summary.

LINE ITEM	GRANT AMOUNT
Personnel Services	\$ 58,030
Operating Expenses	\$ 30,392
Professional / Consulting Services	\$149,946
Construction	\$525,488
Indirect Costs	\$ 11,342
TOTAL PROJECT COST	\$775,198

B.1.5 Budget Flexibility.

- (a) Line Item Adjustment(s). Subject to the prior review and approval of the Grant Manager, adjustments between existing line item(s) may be used to defray allowable direct costs up to fifteen percent (15%) of the total Grant Amount including any amendment(s) thereto. Line item adjustments in excess of fifteen percent (15%) shall require a formal Agreement amendment. If the line item budget includes an amount for Personnel Services, that amount is based on the hours, classifications, and rates submitted by the Recipient in its application. Any changes to the hours, classifications, and rates must be approved, in advance and in writing, by the Grant Manager.

- (b) Procedure to Request an Adjustment. The Recipient may submit a request for an adjustment in writing to the Grant Manager. Such adjustment may not increase or decrease the total Grant Amount. The Recipient shall submit a copy of the original Agreement budget sheet reflecting the requested changes. Changes shall be noted by striking the original amount(s) followed with proposed change(s) in bold and underlined. Budget adjustments deleting a budget line item or adding a new budget line item requires a formal amendment and are not permissible under this provision. The State Water Board may also propose adjustments to the budget.
- (c) Remaining Balance. In the event the Recipient does not submit Disbursement Requests requesting all of the Grant Funds encumbered under this Agreement, any remaining Grant Funds revert to the State.

B.1.6 Contingent Disbursement.

- (a) Notwithstanding any other provision of this Agreement, the Recipient agrees that the State Water Board may retain an amount equal to ten percent (10%) of the Grant Amount until Project Completion. Any retained amounts due to the Recipient will be promptly disbursed to the Recipient, without interest, upon Project Completion.
- (b) The State Water Board's disbursement of funds hereunder is contingent on the Recipient's compliance with the terms and conditions of this Agreement.
- (c) The State Water Board's obligation to disburse Grant Funds is contingent upon the availability of sufficient funds to permit the disbursements provided for herein. If sufficient funds are not available for any reason including, but not limited to, failure of the federal or State government to appropriate funds necessary for disbursement of Grant Funds, the State Water Board shall not be obligated to make any disbursements to the Recipient under this Agreement. This provision shall be construed as a condition precedent to the obligation of the State Water Board to make any disbursements under this Agreement. Nothing in this Agreement shall be construed to provide the Recipient with a right of priority for disbursement over any other entity. If any disbursements due the Recipient under this Agreement are deferred because sufficient funds are unavailable, it is the intention of the State Water Board that such disbursement will be made to the Recipient when sufficient funds do become available, but this intention is not binding.
- (d) No Project Costs incurred prior to the Eligible Work Start Date are eligible for reimbursement.
- (e) Failure to proceed according to the timelines set forth in this Agreement may require the Recipient to repay to the State Water Board all disbursed Grant Funds.
- (f) The Recipient agrees to ensure that its final Disbursement Request is received by the Division no later than the Final Disbursement Request Date, unless prior approval has been granted by the Division. If the final Disbursement Request is not received timely, the undisbursed balance of this Agreement may be deobligated.

B.1.7 Disbursement Procedure.

- (a) Except as may be otherwise provided in this Agreement, disbursement of Grant Funds will be made as follows:
 - (1) Upon execution and delivery of this Agreement, the Recipient may submit a Disbursement Request for eligible Project Costs as specified in this Exhibit

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through submission to the State Water Board using the Disbursement Request form and the reimbursement request form provided by the Grant Manager.

- (2) Disbursement Requests shall contain the following information:
 - a. The date of the request;
 - b. The time period covered by the request, i.e., the term “from” and “to”;
 - c. The total amount requested;
 - d. Original signature and date (in ink) of the Recipient’s Project Director or his/her designee; and
 - e. The final Disbursement Request shall be clearly marked “FINAL DISBURSEMENT REQUEST” and shall be submitted NO LATER THAN the Final Disbursement Request Date.
- (3) Disbursement Requests must be itemized based on the line items specified in the budget in this exhibit. Disbursement Requests must be complete, signed by the Recipient’s Project Director or his/her designee, and addressed to the Grant Manager as set forth in Section 4 of this Agreement. Disbursement Requests submitted in any other format than the one provided by the State Water Board will cause a Disbursement Request to be disputed. In the event of such a dispute, the Grant Manager will notify the Recipient. Payment will not be made until the dispute is resolved and a corrected Disbursement Request submitted. The Grant Manager has the responsibility for approving Disbursement Requests. Project Costs incurred prior to the Eligible Work Start Date of this Agreement will not be reimbursed.
- (4) Grant Funds must be requested quarterly via Disbursement Request for eligible costs incurred during the reporting period of the corresponding Progress Report, describing the activities and expenditures for which the disbursement is being requested. Each Disbursement Request must be accompanied by a Progress Report. Failure to provide timely Disbursement Requests may result in such requests not being honored.
- (5) The Recipient agrees that it will not submit any Disbursement Requests that include any Project Costs until such cost has been incurred and is currently due and payable by the Recipient, although the actual payment of such cost by the Recipient is not required as a condition of Disbursement Request. Supporting documentation (e.g., receipts, laboratory invoices) must be submitted with each Disbursement Request. The amount requested for administration costs must include a calculation formula (i.e., hours or days worked times the hourly or daily rate = total amount claimed). Disbursement of Grant Funds will be made only after receipt of a complete, adequately supported, properly documented and accurately addressed Disbursement Request.
- (6) The Recipient will not seek reimbursement of any Project Costs that have been reimbursed from other funding sources.
- (7) Recipient shall use Grant Funds within 30 days of receipt to reimburse contractors, vendors, and other Project Costs. Any interest earned on Grant Funds shall be reported to the State Water Board and will either be required to

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be returned to the State Water Board or deducted from future disbursements. In the event that the Recipient fails to disburse Grant Funds to contractors or vendors within thirty (30) days from receipt of the Grant Funds, the Recipient shall immediately return such Grant Funds to the State Water Board. Interest shall accrue on such Grant Funds from the date of disbursement through the date of mailing of Grant Funds to the State Water Board. If the Recipient held such Grant Funds in interest-bearing accounts, any interest earned on the Grant Funds shall also be due to the State Water Board.

- (8) Recipient shall submit its final Disbursement Request no later than the Final Disbursement Request Date specified herein unless prior approval is granted by the Division. If the Recipient fails to do so, then the undisbursed balance of this Agreement may be deobligated.
- (9) The Recipient agrees that it will not request a disbursement unless that cost is allowable, reasonable, and allocable.
- (10) Notwithstanding any other provision of this Agreement, no disbursement shall be required at any time or in any manner that is in violation of or in conflict with federal or state laws, policies, or regulations.
- (11) The Recipient agrees that it shall not be entitled to interest earned on undisbursed Grant Funds.
- (12) No work or travel outside the State of California is permitted under this Agreement unless the Division provides prior written authorization. Failure to comply with this restriction may result in termination of this Agreement, pursuant to Exhibit C. Any reimbursement for necessary travel and per diem shall be at rates not to exceed those set by the California Department of Human Resources at <http://www.calhr.ca.gov/employees/Pages/travel-reimbursements.aspx> as of the date costs are incurred by the Recipient.
- (13) The Recipient must include any other documents or requests required or allowed under this Agreement.

B.1.8 Withholding of Disbursements.

Notwithstanding any other provision of this Agreement, the State Water Board may withhold all or any portion of the Grant Funds upon the occurrence of any of the following events:

- (a) The Recipient's failure to maintain reasonable progress on the Project as determined by the Division;
- (b) Commencement of litigation or a judicial or administrative proceeding related to the Project that the State Water Board determines may impair the timely satisfaction of Recipient's obligations under this Agreement;
- (c) Any investigation by the District Attorney, California State Auditor, Bureau of State Audits, United States Environmental Protection Agency's Office of Inspector General, the Internal Revenue Service, Securities and Exchange Commission, a grand jury, or any other state or federal agency, relating to the Recipient's financial management, accounting procedures, or internal fiscal controls;
- (d) A material adverse change in the condition of the Recipient that the Division reasonably determines would materially impair the Recipient's ability to satisfy its

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obligations under this Agreement, or any other event that the Division reasonably determines would materially impair the Recipient's ability to satisfy its obligations under this Agreement;

- (e) The Recipient's material violation of, or threat to materially violate, any term of this Agreement;
- (f) Suspicion of fraud, forgery, embezzlement, theft, or any other misuse of public funds by the Recipient or its employees, or by its contractors or agents regarding the Project;
- (g) An event requiring Notice as set forth in Exhibit C;
- (h) An Event of Default or an event that the Division determines may become an Event of Default.

B.1.9 Fraud and Misuse of Public Funds.

All Disbursement Requests submitted must be accurate and signed under penalty of perjury. All costs submitted pursuant to this Agreement must only be for the work or tasks set forth in this Agreement. The Recipient must not submit any Disbursement Request containing costs that are ineligible or have been reimbursed from other funding sources unless required and specifically noted as such (i.e., match costs). Any eligible costs for which the Recipient is seeking reimbursement shall not be reimbursed from any other source. Double or multiple billing for time, services, or any other eligible cost is improper and will not be compensated. Any suspected occurrences of fraud, forgery, embezzlement, theft, or any other misuse of public funds may result in suspension of disbursements and, notwithstanding any other section in this Agreement, the termination of this Agreement requiring the repayment of all Grant Funds disbursed hereunder. Additionally, the Deputy Director of the Division may request an audit and refer the matter to the Attorney General's Office or the appropriate district attorney's office for criminal prosecution or the imposition of civil liability.

B.2. RECIPIENT'S PAYMENT OBLIGATION.

B.2.1 Project Costs.

The Recipient must pay any and all costs connected with the Project including, without limitation, any and all Project Costs and Additional Payments. If the Project's Grant Amount is not sufficient to pay the Project Costs in full, the Recipient must nonetheless complete the Project and pay that portion of the Project Costs in excess of the available Grant Funds, and shall not be entitled to any reimbursement therefor from the State Water Board.

B.3. NO LIENS.

The Recipient must not make any pledge of or place any lien on the Project, except upon consent of the Division.

EXHIBIT C – GENERAL AND PROGRAMMATIC TERMS & CONDITIONS

C.1. REPRESENTATIONS AND WARRANTIES.

The Recipient represents, warrants, and commits to the following as of the Eligible Work Start Date and continuing thereafter for the term of this Agreement, which shall be at least until the Records Retention End Date.

C.1.1 Application and General Recipient Commitments.

The Recipient has not made any untrue statement of a material fact in its application for this financial assistance, or omitted to state in its application a material fact that makes the statements in its application not misleading.

The Recipient agrees to comply with all terms, provisions, conditions, and commitments of this Agreement, including all incorporated documents.

The Recipient agrees to fulfill all assurances, declarations, representations, and commitments in its application, accompanying documents, and communications filed in support of its request for funding under this Agreement.

C.1.2 Authorization and Validity.

The execution and delivery of this Agreement, including all incorporated documents, has been duly authorized by the Recipient. Upon execution by both parties, this Agreement constitutes a valid and binding obligation of the Recipient, enforceable in accordance with its terms, except as such enforcement may be limited by law.

C.1.3 No Violations.

The execution, delivery, and performance by Recipient of this Agreement, including all incorporated documents, do not violate any provision of any law or regulation in effect as of the date set forth on the first page hereof, or result in any breach or default under any contract, obligation, indenture, or other instrument to which Recipient is a party or by which Recipient is bound as of the date set forth on the Cover Page.

C.1.4 No Litigation.

There are, as of the date of execution of this Agreement by the Recipient, no pending or, to Recipient's knowledge, threatened actions, claims, investigations, suits, or proceedings before any governmental authority, court, or administrative agency which materially affect the financial condition or operations of the Recipient and/or the Project.

There are no proceedings, actions, or offers by a public entity to acquire by purchase or the power of eminent domain the Project or any of the real or personal property related to or necessary for the Project.

C.1.5 Property Rights.

The Recipient owns or has sufficient property rights in the Project property for the longer of the Useful Life or the term of this Agreement, either in fee simple or for a term of years that is not subject to third-party revocation during the Useful Life of the Project.

C.1.6 Solvency and Insurance.

None of the transactions contemplated by this Agreement will be or have been made with an actual intent to hinder, delay, or defraud any present or future creditors of Recipient. The Recipient is solvent and will not be rendered insolvent by the transactions contemplated by this Agreement. The Recipient is able to pay its debts as they become due. The Recipient maintains sufficient insurance coverage considering the scope of this Agreement, including, for example but not necessarily limited to, general liability, automobile liability, workers compensation and employer liability, professional liability.

C.1.7 Legal Status and Eligibility.

The Recipient is duly organized and existing and in good standing under the laws of the State of California. Recipient must at all times maintain its current legal existence and preserve and keep in full force and effect its legal rights and authority. The Recipient acknowledges that changes to its legal or financial status may affect its eligibility for funding under this Agreement and commits to maintaining its eligibility. Within the preceding ten years, the Recipient has not failed to demonstrate compliance with state or federal audit disallowances.

C.1.8 Financial Statements and Continuing Disclosure.

The financial statements of Recipient previously delivered to the State Water Board as of the date(s) set forth in such financial statements: (a) are materially complete and correct; (b) present fairly the financial condition of the Recipient; and (c) have been prepared in accordance with GAAP. Since the date(s) of such financial statements, there has been no material adverse change in the financial condition of the Recipient, nor have any assets or properties reflected on such financial statements been sold, transferred, assigned, mortgaged, pledged or encumbered, except as previously disclosed in writing by Recipient and approved in writing by the State Water Board.

The Recipient is current in its continuing disclosure obligations associated with its material debt, if any.

C.2. DEFAULTS AND REMEDIES.

In addition to any other remedy set forth in this Agreement, the following remedies are available under this Agreement.

C.2.1 Return of Funds; Acceleration; Additional Payments; and Cross-Defaults.

Notwithstanding any other provision of this Agreement, if the Division determines that an Event of Default has occurred, the Recipient may be required, upon demand, immediately to do each of the following:

- (a) Return to the State Water Board any grant or principal forgiveness amounts received pursuant to this Agreement;
- (b) Accelerate the payment of any principal owed under this Agreement, all of which shall be immediately due and payable;
- (c) Pay interest at the highest legal rate on all of the foregoing; and
- (d) Pay any Additional Payments.

C.2.2 Judicial Remedies.

Whenever the State Water Board determines that an Event of Default shall have occurred, the State Water Board may enforce its rights under this Agreement by any judicial proceeding, whether at law or in equity. Without limiting the generality of the foregoing, the State Water Board may:

- (a) by suit in equity, require the Recipient to account for amounts relating to this Agreement as if the Recipient were the trustee of an express trust;
- (b) by mandamus or other proceeding, compel the performance by the Recipient and any of its officers, agents, and employees of any duty under the law or of any obligation or covenant under this Agreement; and
- (c) take whatever action at law or in equity as may appear necessary or desirable to the State Water Board, or to enforce performance of any obligation or covenant of the Recipient under this Agreement.

C.2.3 Termination.

Upon an Event of Default, the State Water Board may terminate this Agreement. Interest shall accrue on all amounts due at the highest legal rate of interest from the date that the State Water Board delivers notice of termination to the Recipient.

C.2.4 Remedies and Limitations.

None of the remedies available to the State Water Board shall be exclusive of any other remedy, and each such remedy shall be cumulative and in addition to every other remedy given hereunder or now or hereafter existing at law or in equity. The State Water Board may exercise any remedy, now or hereafter existing, without exhausting and without regard to any other remedy.

Any claim of the Recipient is limited to the rights, remedies, and claims procedures provided to the Recipient under this Agreement.

C.2.5 Non-Waiver.

Nothing in this Agreement shall affect or impair the Recipient's obligation to undertake work under this Agreement or shall affect or impair the right of the State Water Board to bring suit to enforce such work. No delay or omission of the State Water Board in the exercise of any right arising upon an Event of Default shall impair any such right or be construed to be a waiver of any such Event of Default. The State Water Board may exercise from time to time and as often as shall be deemed expedient by the State Water Board, any remedy or right provided by law or pursuant to this Agreement.

C.2.6 Status Quo.

If any action to enforce any right or exercise any remedy shall be brought and either discontinued or determined adversely to the State Water Board, then the State Water Board shall be restored to its former position, rights and remedies as if no such action had been brought.

C.3. STANDARD CONDITIONS.

C.3.1 Access, Inspection, and Public Records.

The Recipient must ensure that the State Water Board, the Governor of the State, or any authorized representative of the foregoing, will have safe and suitable access to the Project site at all reasonable times during Project implementation and thereafter for the term of the Agreement. The Recipient acknowledges that, except for a subset of information regarding archaeological records, the Project records and locations are public records including, but not limited to, all of the submissions accompanying the application, all of the documents incorporated into this Agreement by reference, and all reports, Disbursement Requests, and supporting documentation submitted hereunder.

C.3.2 Accounting and Auditing Standards; Financial Management Systems; Records Retention.

- (a) The Recipient must maintain project accounts according to GAAP as issued by the Governmental Accounting Standards Board (GASB) or its successor. The Recipient must maintain GAAP-compliant project accounts, including GAAP requirements relating to the reporting of infrastructure assets.
- (b) Without limitation of the requirement to maintain Project accounts in accordance with GAAP, the Recipient must:
 - (1) Establish an official file for the Project which adequately documents all significant actions relative to the Project;

- (2) Establish separate accounts which will adequately and accurately depict all amounts received and expended on the Project, including all assistance funds received under this Agreement;
 - (3) Establish separate accounts which will adequately depict all income received which is attributable to the Project, specifically including any income attributable to assistance funds disbursed under this Agreement;
 - (4) Establish an accounting system which will accurately depict final total costs of the Project, including both direct and Indirect Costs;
 - (5) Establish such accounts and maintain such records as may be necessary for the State to fulfill federal reporting requirements, including any and all reporting requirements under federal tax statutes or regulations; and
 - (6) If Force Account is used by the Recipient for any phase of the Project, other than for planning, design, and construction engineering and administration provided for by allowance, accounts will be established which reasonably document all employee hours charged to the Project and the associated tasks performed by each employee. Indirect Costs from Force Account are not eligible for funding.
- (c) The Recipient must maintain separate books, records and other material relative to the Project. The Recipient must also retain such books, records, and other material for itself and for each contractor or subcontractor who performed or performs work on this project for a minimum of seven (7) years after Work Completion. The Recipient must require that such books, records, and other material are subject at all reasonable times (at a minimum during normal business hours) to inspection, copying, and audit by the State Water Board, the California State Auditor, the Bureau of State Audits, the Governor, or any authorized representatives of the aforementioned. The Recipient must allow and must require its contractors to allow interviews during normal business hours of any employees who might reasonably have information related to such records. The Recipient agrees to include a similar duty regarding audit, interviews, and records retention in any contract or subcontract related to the performance of this Agreement. The provisions of this section survive the term of this Agreement.

C.3.3 Amendment.

No amendment or variation of the terms of this Agreement shall be valid unless made in writing and signed by both the Recipient and the Deputy Director or designee.

Requests for amendments must be made in writing and directed to the Party Contacts listed in Section 4.

C.3.4 Assignability.

This Agreement is not assignable by the Recipient, either in whole or in part, without the consent of the State Water Board in the form of a formal written amendment to this Agreement.

C.3.5 Audit.

- (a) The Division may call for an audit of financial information relative to the Project if the Division determines that an audit is desirable to assure program integrity or if an audit becomes necessary because of state or federal requirements. If an audit is called for, the audit must be performed by a certified public accountant independent of the Recipient and at the cost of the Recipient. The audit must be in the form required by the Division.
- (b) Audit disallowances must be returned to the State Water Board.

C.3.6 Bonding.

Where contractors are used, the Recipient must not authorize construction to begin until each contractor has furnished a performance bond in favor of the Recipient in the following amounts: faithful performance (100%) of contract value; labor and materials (100%) of contract value. This requirement shall not apply to any contract for less than \$25,000.00.

C.3.7 Competitive Bidding.

Recipient must adhere to any applicable state law or local ordinance for competitive bidding and applicable labor laws.

C.3.8 Compliance with Applicable Laws, Rules, and Requirements.

The Recipient must, at all times, comply with and require its contractors and subcontractors to comply with all applicable federal and state laws, rules, guidelines, regulations, and requirements. Without limitation of the foregoing, to the extent applicable, the Recipient must:

- (a) Comply with the provisions of the adopted environmental mitigation plan, if any, for the term of this Agreement;
- (b) Comply with the Guidelines; and
- (c) Comply with and require compliance with the state and federal requirements set forth elsewhere in this Agreement.

C.3.9 Computer Software.

The Recipient certifies that it has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this Agreement for the acquisition, operation or maintenance of computer software in violation of copyright laws.

C.3.10 Conflict of Interest.

The Recipient certifies that its owners, officers, directors, agents, representatives, and employees are in compliance with applicable state and federal conflict of interest laws.

C.3.11 Continuous Use of Project; No Lease, Sale, Transfer of Ownership, or Disposal of Project.

The Recipient agrees that, except as provided in this Agreement, it will not abandon, substantially discontinue use of, lease, sell, transfer ownership of, or dispose of all or a significant part or portion of the Project during the Useful Life of the Project without prior written approval of the Division. Such approval may be conditioned as determined to be appropriate by the Division, including a condition requiring repayment of all disbursed Grant Funds or all or any portion of all remaining funds covered by this Agreement together with accrued interest and any penalty assessments that may be due.

C.3.12 Data Management.

The Recipient will undertake appropriate data management activities so that Project data can be incorporated into statewide data systems.

C.3.13 Disputes.

- (a) The Recipient may appeal a staff decision within 30 days to the Deputy Director of the Division or designee, for a final Division decision. The Recipient may appeal a final Division decision to the State Water Board within 30 days. The Office of the Chief Counsel of the State Water Board will prepare a summary of the dispute and make recommendations relative to its final resolution, which will be provided to the State Water Board's Executive

Director and each State Water Board Member. Upon the motion of any State Water Board Member, the State Water Board will review and resolve the dispute in the manner determined by the State Water Board. Should the State Water Board determine not to review the final Division decision, this decision will represent a final agency action on the dispute.

- (b) This clause does not preclude consideration of legal questions, provided that nothing herein shall be construed to make final the decision of the State Water Board, or any official or representative thereof, on any question of law.
- (c) Recipient must continue with the responsibilities under this Agreement during any dispute.
- (d) This section relating to disputes does not establish an exclusive procedure for resolving claims within the meaning of Government Code sections 930 and 930.4.

C.3.14 Drug-Free Workplace.

The Recipient certifies that it will provide a drug-free workplace in compliance with the Drug-Free Workplace Act (Gov. Code. §§ 8350-8357). The Recipient shall publish a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the Recipient's workplace and specifying the actions to be taken against employees for violations of the prohibition. The Recipient shall establish a drug-free awareness program to inform employees about the dangers of drug abuse in the workplace, the Recipient's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs, and penalties that may be imposed upon employees for drug abuse violations. The Recipient shall provide that every employee who works on the Project receives a copy of the Recipient's drug-free workplace policy statement and agrees to abide by the terms of the statement as a condition of employment on the Project.

C.3.15 Environmental Clearance.

- (a) Notwithstanding any other provision, the State Water Board has no binding obligation to provide funding under this Agreement except for activities excluded from, not subject to, or exempt under the California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA). No work that is subject to CEQA or NEPA may proceed under this Agreement until the State Water Board has provided approval to proceed. Upon receipt and review of the Recipient's environmental documents, the State Water Board shall make the appropriate environmental findings before determining whether to approve construction or implementation funding for the Project under this Agreement. Providing approval for such construction or implementation funding is fully discretionary. The State Water Board may require changes in the scope of work or additional mitigation as a condition to providing construction or implementation funding under this Agreement. Recipient shall not perform any work subject to CEQA and/or NEPA before the State Water Board completes its environmental review and specifies any changes in scope or additional mitigation that may be required. Proceeding with work subject to CEQA and/or NEPA without approval by the State Water Board shall constitute a breach of a material provision of this Agreement.
- (b) If this Project includes modification of a river or stream channel, the Recipient must fully mitigate environmental impacts resulting from the modification. The Recipient must provide documentation that the environmental impacts resulting from such modification will be fully mitigated considering all of the impacts of the modification and any mitigation, environmental enhancement, and environmental benefit resulting from the Project, and whether, on balance, any environmental enhancement or benefit equals or exceeds any negative environmental impacts of the Project.

C.3.16 Governing Law.

This Agreement is governed by and shall be interpreted in accordance with the laws of the State of California.

C.3.17 Income Restrictions.

The Recipient agrees that any refunds, rebates, credits, or other amounts (including any interest thereon) accruing to or received by the Recipient under this Agreement must be paid by the Recipient to the State Water Board, to the extent that they are properly allocable to costs for which the Recipient has been reimbursed by the State Water Board under this Agreement.

C.3.18 Indemnification and State Reviews.

The parties agree that review or approval of Project plans and specifications by the State Water Board is for administrative purposes only, including conformity with application and eligibility criteria, and expressly not for the purposes of design defect review or construction feasibility, and does not relieve the Recipient of its responsibility to properly plan, design, construct, operate, and maintain the Project. To the extent permitted by law, the Recipient agrees to indemnify, defend, and hold harmless the State Water Board, and any trustee, and their officers, employees, and agents (collectively, "Indemnified Persons"), against any loss or liability arising out of any claim or action brought against any Indemnified Persons from and against any and all losses, claims, damages, liabilities, or expenses, of every conceivable kind, character, and nature whatsoever arising out of, resulting from, or in any way connected with (1) the Project or the conditions, occupancy, use, possession, conduct, or management of, work done in or about, or the planning, design, acquisition, installation, or construction, of the Project or any part thereof; (2) the carrying out of any of the transactions contemplated by this Agreement or any related document; (3) any violation of any applicable law, rule or regulation, any environmental law (including, without limitation, the Federal Comprehensive Environmental Response, Compensation and Liability Act, the Resource Conservation and Recovery Act, the California Hazardous Substance Account Act, the Federal Water Pollution Control Act, the Clean Air Act, the Toxic Substances Control Act, the Occupational Safety and Health Act, the Safe Drinking Water Act, the California Hazardous Waste Control Law, and California Water Code Section 13304, and any successors to said laws), rule or regulation or the release of any toxic substance on or near the Project; or (4) any untrue statement or alleged untrue statement of any material fact or omission or alleged omission to state a material fact necessary to make the statements required to be stated therein, in light of the circumstances under which they were made, not misleading with respect to any information provided by the Recipient for use in any disclosure document utilized in connection with any of the transactions contemplated by this Agreement, except those arising from the gross negligence or willful misconduct of the Indemnified Persons. The Recipient must also provide for the defense and indemnification of the Indemnified Persons in any contractual provision extending indemnity to the Recipient in any contract let for the performance of any work under this Agreement, and must cause the Indemnified Persons to be included within the scope of any provision for the indemnification and defense of the Recipient in any contract or subcontract. To the fullest extent permitted by law, the Recipient agrees to pay and discharge any judgment or award entered or made against Indemnified Persons with respect to any such claim or action, and any settlement, compromise or other voluntary resolution. The provisions of this section survive the term of this Agreement.

C.3.19 Independent Actor.

The Recipient, and its agents and employees, if any, in the performance of this Agreement, shall act in an independent capacity and not as officers, employees, or agents of the State Water Board.

C.3.20 Integration.

This Agreement constitutes the complete and final agreement between the parties. No oral or written understanding or agreement not incorporated in this Agreement shall be binding on either party.

C.3.21 No Discrimination.

- (a) The Recipient must comply with Government Code section 11135 and the implementing regulations (Cal. Code Regs, tit. 2, § 11140 et seq.), including, but not limited to, ensuring that no person is unlawfully denied full and equal access to the benefits of, or unlawfully subjected to discrimination in the operation of, the Project on the basis of sex, race, color, religion, ancestry, national origin, ethnic group identification, age, mental disability, physical

disability, medical condition, genetic information, marital status, or sexual orientation as such terms are defined under California law, for as long as the Recipient retains ownership or possession of the Project.

- (b) If Grant Funds are used to acquire or improve real property, the Recipient must include a covenant of nondiscrimination running with the land in the instrument effecting or recording the transfer of such real property.
- (c) The Recipient must comply with the federal American with Disabilities Act of 1990 and implementing regulations as required by Government Code section 11135(b).
- (d) The Recipient's obligations under this section shall survive the term of this Agreement.
- (e) During the performance of this Agreement, Recipient and its contractors and subcontractors must not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, sexual orientation, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, denial of family care leave, or genetic information, gender, gender identity, gender expression, or military and veteran status.
- (f) The Recipient, its contractors, and subcontractors must ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.
- (g) The Recipient, its contractors, and subcontractors must comply with the provisions of the Fair Employment and Housing Act and the applicable regulations promulgated thereunder. (Gov. Code, §12990, subs. (a)-(f) et seq.; Cal. Code Regs., tit. 2, § 7285 et seq.) Such regulations are incorporated into this Agreement by reference and made a part hereof as if set forth in full.
- (h) The Recipient, its contractors, and subcontractors must give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
- (i) The Recipient must include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this Agreement.

C.3.22 No Third Party Rights.

The parties to this Agreement do not create rights in, or grant remedies to, any third party as a beneficiary of this Agreement, or of any duty, covenant, obligation, or undertaking established herein.

C.3.23 No Obligation of the State.

Any obligation of the State Water Board herein contained shall not be an obligation, debt, or liability of the State and any such obligation shall be payable solely out of the moneys encumbered pursuant to this Agreement.

C.3.24 Notice.

Upon the occurrence of any of the following events, the Recipient must notify the Division's Deputy Director and Grant Manager by phone and email within the time specified below:

- (a) The Recipient must notify the Division within 24 hours of any discovery of any potential tribal cultural resource and/or archaeological or historical resource. Should a potential tribal cultural resource and/or archaeological or historical resource be discovered during construction or Project implementation, the Recipient must ensure that all work in the area of

the find will cease until a qualified archaeologist has evaluated the situation and made recommendations regarding preservation of the resource, and the Division has determined what actions should be taken to protect and preserve the resource. The Recipient must implement appropriate actions as directed by the Division.

- (b) The Recipient must notify the Division within five (5) business days of the occurrence of any of the following events:
 - (1) Bankruptcy, insolvency, receivership or similar event of the Recipient, or actions taken in anticipation of any of the foregoing;
 - (2) Change of ownership of the Project;
 - (3) Loss, theft, damage, or impairment to Project;
 - (4) Events of Default, except as otherwise set forth in this section;
 - (5) Failure to observe or perform any covenant or comply with any condition in this Agreement;
 - (6) An offer from a public entity to purchase the Project or any portion thereof, or any of the real or personal property related to or necessary for the Project; or
 - (7) A proceeding or action by a public entity to acquire the Project by power of eminent domain.

- (c) The Recipient must notify the Division in writing within ten (10) business days of the following events:
 - (1) Any litigation pending or threatened with respect to the Project or the Recipient's technical, managerial or financial capacity to operate the or the Recipient's continued existence;
 - (2) Consideration of dissolution, or disincorporation;
 - (3) Adverse tax opinions, the issuance by the Internal Revenue Service or proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices of determinations with respect to the tax status of any tax-exempt bonds; or
 - (4) Enforcement actions by or brought on behalf of the State Water Board or Regional Water Board.

- (d) The Recipient must notify the Division promptly of any of the following events:
 - (1) The discovery of a false statement of fact or representation made in this Agreement or in the application to the Division for this financial assistance, or in any certification, report, or Disbursement Request made pursuant to this Agreement, by the Recipient, its employees, agents, or contractors;
 - (2) Any substantial change in scope of the Project. The Recipient must undertake no substantial change in the scope of the Project until prompt written notice of the proposed change has been provided to the Division and the Division has given written approval for the change;
 - (3) Cessation of all major construction work on the Project where such cessation of work is expected to or does extend for a period of thirty (30) days or more;

- (4) Any circumstance, combination of circumstances, or condition, which is expected to or does delay Work Completion for a period of ninety (90) days or more;
- (5) Any Project monitoring, demonstration, or other implementation activities required in this Agreement;
- (6) Any public or media event publicizing the accomplishments and/or results of this Agreement and provide the opportunity for attendance and participation by state representatives with at least ten (10) working days' notice to the Division;

C.3.25 Operation and Maintenance; Insurance.

The Recipient agrees to sufficiently and properly staff, operate and maintain all portions of the Project during the Useful Life of the Project in accordance with all applicable state and federal laws, rules, and regulations.

The Recipient will procure and maintain or cause to be maintained insurance on the Project with responsible insurers, or as part of a reasonable system of self-insurance, in such amounts and against such risks (including damage to or destruction of the Project) as are usually covered in connection with systems similar to the Project. Such insurance may be maintained by a self-insurance plan so long as such plan provides for (i) the establishment by the Recipient of a separate segregated self-insurance fund in an amount determined (initially and on at least an annual basis) by an independent insurance consultant experienced in the field of risk management employing accepted actuarial techniques and (ii) the establishment and maintenance of a claims processing and risk management program.

In the event of any damage to or destruction of the Project caused by the perils covered by such insurance, the net proceeds thereof shall be applied to the reconstruction, repair or replacement of the damaged or destroyed portion of the Project. The Recipient must begin such reconstruction, repair or replacement as expeditiously as possible, and must pay out of such net proceeds all costs and expenses in connection with such reconstruction, repair or replacement so that the same must be completed and the Project must be free and clear of all claims and liens.

Recipient agrees that for any policy of insurance concerning or covering the construction of the Project, it will cause, and will require its contractors and subcontractors to cause, a certificate of insurance to be issued showing the State Water Board, its officers, agents, employees, and servants as additional insured; and must provide the Division with a copy of all such certificates prior to the commencement of construction of the Project.

C.3.26 Permits, Subcontracting, and Remedies.

Recipient must procure all permits, licenses and other authorizations necessary to accomplish the work contemplated in this Agreement, pay all charges and fees, and give all notices necessary and incidental to the due and lawful prosecution of the work. Signed copies of any such permits or licenses must be submitted to the Division before any construction begins.

The Recipient must not contract or allow subcontracting with excluded parties. The Recipient must not contract with any party who is debarred or suspended or otherwise excluded from or ineligible for participation in any work overseen, directed, funded, or administered by the State Water Board program for which this funding is authorized. For any work related to this Agreement, the Recipient must not contract with any individual or organization on the State Water Board's List of Disqualified Businesses and Persons that is identified as debarred or suspended or otherwise excluded from or ineligible for participation in any work overseen, directed, funded, or administered by the State Water Board program for which funding under this Agreement is authorized. The State Water Board's List of Disqualified Businesses and Persons is located at http://www.waterboards.ca.gov/water_issues/programs/enforcement/fwa/dbp.shtml

C.3.27 Professionals.

The Recipient agrees that only licensed professionals will be used to perform services under this Agreement where such services are called for. All technical reports required pursuant to this Agreement that involve planning, investigation, evaluation, design, or other work requiring interpretation and proper application of engineering, architectural, or geologic sciences, shall be prepared by or under the direction of persons registered to practice in California pursuant to Business and Professions Code, sections 5536.1, 6735, 7835, and 7835.1. To demonstrate compliance with California Code of Regulations, title 16, sections 415 and 3065, all technical reports must contain a statement of the qualifications of the responsible registered professional(s). As required by these laws, completed technical reports must bear the signature(s) and seal(s) of the registered professional(s) in a manner such that all work can be clearly attributed to the professional responsible for the work.

C.3.28 Prevailing Wages.

The Recipient agrees to be bound by all applicable provisions of State Labor Code regarding prevailing wages. The Recipient must monitor all agreements subject to reimbursement from this Agreement to ensure that the prevailing wage provisions of the State Labor Code are being met.

C.3.29 Public Funding.

This Project is publicly funded. Any service provider or contractor with which the Recipient contracts must not have any role or relationship with the Recipient, that, in effect, substantially limits the Recipient's ability to exercise its rights, including cancellation rights, under the contract, based on all the facts and circumstances.

C.3.30 Recipient's Responsibility for Work.

The Recipient shall be responsible for all work and for persons or entities engaged in work performed pursuant to this Agreement, including, but not limited to, contractors, subcontractors, suppliers, and providers of services. The Recipient shall be responsible for responding to any and all disputes arising out of its contracts for work on the Project. The State Water Board will not mediate disputes between the Recipient and any other entity concerning responsibility for performance of work.

C.3.31 Related Litigation.

Under no circumstances may the Recipient use funds from any disbursement under this Agreement to pay costs associated with any litigation the Recipient pursues against the State Water Board or any Regional Water Quality Control Board. Regardless of the outcome of any such litigation, and notwithstanding any conflicting language in this Agreement, the Recipient agrees to repay all of the disbursed funds plus interest in the event that Recipient does not complete the project.

C.3.32 Rights in Data.

The Recipient agrees that all data, plans, drawings, specifications, reports, computer programs, operating manuals, notes, and other written or graphic work produced in the performance of this Agreement are subject to the rights of the State as set forth in this section. The State shall have the right to reproduce, publish, and use all such work, or any part thereof, in any manner and for any purposes whatsoever and to authorize others to do so. If any such work is copyrightable, the Recipient may copyright the same, except that, as to any work which is copyrighted by the Recipient, the State reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, and use such work, or any part thereof, and to authorize others to do so, and to receive electronic copies from the Recipient upon request.

C.3.33 State Water Board Action; Costs and Attorney Fees.

Any remedy provided in this Agreement is in addition to and not in derogation of any other legal or equitable remedy available to the State Water Board as a result of breach of this Agreement by the Recipient, whether such breach occurs before or after completion of the Project, and exercise of any remedy provided

by this Agreement by the State Water Board shall not preclude the State Water Board from pursuing any legal remedy or right which would otherwise be available. In the event of litigation between the parties hereto arising from this Agreement, it is agreed that each party shall bear its own costs and attorney fees.

C.3.34 Timeliness.

Time is of the essence in this Agreement.

C.3.35 Unenforceable Provision.

In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

C.3.36 Venue.

Any action arising out of this Agreement shall be filed and maintained in the Superior Court in and for the County of Sacramento, California.

C.3.37 Waiver and Rights of the State Water Board.

Any waiver of rights by the State Water Board with respect to a default or other matter arising under this Agreement at any time shall not be considered a waiver of rights with respect to any other default or matter. Any rights and remedies of the State Water Board provided for in this Agreement are in addition to any other rights and remedies provided by law.

C.4. MISCELLANEOUS STATE REQUIREMENTS.

C.4.1 State Cross-Cutters.

Recipient represents that, as applicable, it complies and covenants to maintain compliance with the following for the term of the Agreement:

- (a) The California Environmental Quality Act (CEQA), as set forth in Public Resources Code 21000 et seq. and in the CEQA Guidelines at Title 14, Division 6, Chapter 3, Section 15000 et seq.
- (b) Water Conservation requirements, including regulations in Division 3 of Title 23 of the California Code of Regulations.
- (c) Monthly Water Diversion Reporting requirements, including requirements set forth in Water Code section 5103.
- (d) Public Works Contractor Registration with Department of Industrial Relations requirements, including requirements set forth in Sections 1725.5 and 1771.1 of the Labor Code.
- (e) Volumetric Pricing & Water Meters requirements, including the requirements of Water Code sections 526 and 527.
- (f) Urban Water Management Plan requirements, including the Urban Water Management Planning Act (Water Code, § 10610 et seq.).
- (g) Urban Water Demand Management requirements, including the requirements of Section 10608.56 of the Water Code.
- (h) Delta Plan Consistency Findings requirements, including the requirements of Water Code section 85225 and California Code of Regulations, Title 23, section 5002.

- (i) Agricultural Water Management Plan Consistency requirements, including the requirements of Water Code section 10852.
- (j) Charter City Project Labor Requirements, including the requirements of Labor Code section 1782 and Public Contract Code section 2503.
- (k) Division of the State Architect requirements, including the requirements of Government Code section 4450 et seq., Education Code section 17280 et seq., and Education Code section 81130 et seq.



Compare to Current Policy



Print

	Current Coverage	Quoted Coverage	
Total Premium	\$1,435.30	\$1,691.10	Increase of: +\$255.80
Policy Coverage			
Bodily Injury Liability Read More	\$15,000/\$30,000 \$413.20	\$100,000/\$300,000 \$669.00	Increase of: +\$255.80
Property Damage Liability Read More	\$25,000 \$466.50	No Change	
Medical Payments Read More	Not Carried	No Change	
Uninsured Motorist & Underinsured Motorist Read More	\$15,000/\$30,000 \$105.10	No Change	
Vehicle Coverage			
2005 FORD F150	Vehicle Premium: \$177.10	Vehicle Premium: \$222.90	
Comprehensive Read More	Not Carried	No Change	
Collision Read More	Not Carried	No Change	
Uninsured Motorist Property Damage Read More	\$3,500 \$3.30	No Change	
Emergency Road Service Read More	Not Carried	No Change	
Rental Reimbursement Read More	Not Carried	No Change	
2007 MAZDA MAZDA5	Vehicle Premium: \$161.10	Vehicle Premium: \$200.20	
Comprehensive Read More	Not Carried	No Change	
Collision Read More	Not Carried	No Change	
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Emergency Road Service Read More	Not Carried	No Change
Rental Reimbursement Read More	Not Carried	No Change
2010 M BENZ GLK350	Vehicle Premium: \$412.40	Vehicle Premium: \$467.00
Comprehensive Read More	\$500 Ded. \$24.80	No Change
Collision Read More	\$500 Ded./Waiver \$167.20	No Change
Uninsured Motorist Property Damage Read More	Not Carried	No Change
Emergency Road Service Read More	Not Carried	No Change
Rental Reimbursement Read More	Not Carried	No Change
2001 CHEV SUBRBN1500	Vehicle Premium: \$215.80	Vehicle Premium: \$273.00
Comprehensive Read More	Not Carried	No Change
Collision Read More	Not Carried	No Change
Uninsured Motorist Property Damage Read More	\$3,500 \$3.70	No Change
Emergency Road Service Read More	Not Carried	No Change
Rental Reimbursement Read More	Not Carried	No Change
2014 M BENZ B-ELECTRIC	Vehicle Premium: \$468.90	Vehicle Premium: \$528.00
Comprehensive Read More	\$500 Ded. \$27.70	No Change
Collision Read More	\$500 Ded./Waiver \$220.60	No Change
Uninsured Motorist Property Damage Read More	Not Carried	No Change
Emergency Road Service Read More	Not Carried	No Change
Rental Reimbursement Read More	Not Carried	No Change

Auto Insurance- SNAP Policy:

If you will be driving a vehicle at all while accruing service hours during your SNAP term, we need to have a copy of your auto insurance coverage on file (we need details of the coverage, in the form of your insurance declarations page, not just a statement that you have coverage or a copy of your insurance card). Anyone who drives while accumulating service hours is required to have \$100,000/\$300,000 bodily injury liability coverage. Driving while accumulating service hours includes when you're driving with other SNAP members in the car to orientation, restoration days, spring training, etc. Only members with the correct insurance on file can be reimbursed by the Alliance for driving to events like orientation, spring training, and graduation.

While not initially clear when reading this piece, the alliance requires proper coverage for any work-related driving; this requirement has been confirmed through several email & phone discussions.

Car insurance match requested for Shepard Smith

I do lots of field work with the RCD. Examples include driving to tree planting sites, meeting with local landowners to assess their property, and gathering supplies around town for project implementation. Because I don't have the coverage SNAP requires, I've had to coordinate having somebody to drive me everywhere, which both makes me a logistical issue and prevents me from working independently in the field. As is, SNAP has it so that 1. I cannot be reimbursed for driving, and 2. I shouldn't really be driving at all during work, because I don't have the coverage level they require. Explicitly, this is a 100k/300k coverage of bodily injury liability, which is how much a plan will cover somebody else's medical expenses on my behalf. My family has 10k/30k coverage, so the quoted +\$255.80 brings our coverage up to par with SNAP requirements. The increase is so large because I am still on a family plan with my parents and siblings, as our coverage is cheaper as bundled together than us all having our own; however, this also means that the coverage increase would affect all of us, and my family hasn't the resources to cover that increase in policy. Therefore, I am asking that the board reimburse my family for this coverage increase so that I can meet SNAP insurance requirements and start driving for work. I believe this would significantly increase my opportunities and workplace capabilities, like being able to drive work vehicles, do new projects like Earth team, and start driving my own vehicle during work hours.