



El Dorado County Fire Safe Council

P.O. Box 1011

Diamond Springs, CA 95619

Phone: (530) 647-1700

Website: edcfiresafe.org

Email: board@edcfiresafe.org

"Public and Private Partners Working Together to Protect People, Homes, and Natural Resources"

CONTRACTOR AGREEMENT #2022- 8GG21600

This Independent Contractor Agreement (the "Agreement") is made and entered between, Georgetown Divide Resource Conservation District, an independent contractor, hereafter referred to as "Contractor", the El Dorado County Fire Safe Council, hereafter referred to as

the "EDCFSC", and the Georgetown Divide Fire Safe Council, hereinafter referred to as the "Associate FSC."

Whereas, the Associate FSC has requested that the EDCFSC provide fiscal sponsorship from grant funds received through **CAL FIRE "8GG21600"** for certain fire safe work :***Spanish Flat North: Phase III Chili Bar to Georgetown Fuels Reduction Project***" hereafter referred to as the "the Project", to be performed in the Associate FSC's sphere of influence; and

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

Whereas, EDCFSC and Associate FSC desire to enter into this Agreement with Contractor: and

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

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

1. THE PROJECT/SCOPE OF WORK

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

- A Contractor will work with the El Dorado County EDCFSC to ensure compliance with the guidelines, conditions and criterions of the grant.
- B. Contractor will include enough layout time and supervision time to assure public safety

and compliance with the Right of Entry Agreement, if any.

- C. Contractor will be sensitive to and responsive to property owner's desires within the objectives of the Grant and this Agreement.
- D. Contractor will be responsible for crew's safety and sanitation needs.
- E. Contractor shall comply with all established administrative processes (monthly contractor's reports and invoicing) of the EDCFSC.
- F. Contractor will protect any areas from disturbance that have been identified as an archaeological site, endangered plant or animal habitat, or watercourses. These areas, if any, will be discussed at the pre-operations meeting and will be considered as equipment exclusion zones.
- G. Contractor will be responsible for ensuring protection of structures, property improvements, survey monuments and property corners, power lines and other utilities.
- H. Residual trees will be protected from skin ups and damage.
- I. Contractor will insure that any surface or other property disturbance in gaining access to and from the treatment area will be restored to original appearance at the conclusion of work.
- J. Contractor must insure that erosion control measures are taken in the event that the equipment damages the soil stability or at the direction of the Project Manager.
- K. Any stream crossings must be properly crossed without damage or must be repaired if damaged

2. RESPONSIBILITIES OF PROJECT MANAGER AND ASSOCIATE FSC

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

The Associate FSC shall appoint the Project Manager subject to the approval of the EDCFSC. The Associate FSC shall supervise the performance of the Project Manager and report any irregularities to EDCFSC. EDCFSC shall have the authority to remove the Project Manager without cause.

CAL FIRE substantial involvement by the CAL FIRE project manager will be collaborate with the Recipient to manage all stages of project development, implementation, and evaluation.

Responsibility for project management, control, and direction will be shared by the recipient and the CAL FIRE, however the CAL FIRE will have the right to intervene by modifying the project management plan if the project is not staying on schedule and/or technical issues arise. Joint collaboration between the CAL FIRE and recipient in carrying out federal environmental compliance surveys within the proposed work on CAL FIRE lands within the Project Area prior to start of any ground or vegetation alteration treatments; Review and approval by the CAL FIRE on each CAL FIRE parcel treated prior to the start of the next Parcel.

3. **CONTRACTOR COORDINATION AND REPORTING TO PROJECT COORDINATOR**

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

4. **TERM**

This Agreement shall commence on August 1, 2022 and shall expire on March 31, 2026. Contractor agrees to complete the Project/Scope of Work on or before the expiration of the term set forth above. Contractor shall promptly report to Project Manager any problems or delays in the performance of the Project or matters that may affect the completion of the Project. Contractor shall be excused for any delay in completion of the Project caused by acts of God, Acts of EDCFSC, the Associate FSC or the Project Manager, fire season conditions preventing work, acts of a public utility, public body or inspector.

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

5. **PAYMENT**

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

- A. The maximum funding available for contracting services in this agreement is **\$4,723,000.00**, unless this agreement is amended in writing by all parties hereto.
- B. On or before the 15th of each quarter, Contractor shall submit an invoice to the Project Manager with a copy to EDCFSC and the Associate FSC for the services performed pursuant to the Project/Scope of Work, Exhibit A. Invoices shall show date worked, time worked, description of work performed and shall reflect a percentage of the work performed pursuant to Project/Scope of work, Exhibit A together with photos. The Project Manager shall review the invoices and certify them if appropriate, as to their accuracy. The

certification shall be provided to EDCFSC and the Associate FSC by the 5th day of each month. Invoices certified as to accuracy shall be paid by the EDCFSC by the 10th day of the following month or within 30 days of receipt whichever occurs later.

- C. If Contractor's invoice represents partial payment of the Contract price, the invoice shall set forth the value of the work as determined in accordance with the percentage of the Project/Scope of Work completed.
- D. Paragraph B above notwithstanding Contractor's invoice for final payment under this Agreement will not be paid unless Contractor provides a Waiver and Lien Release for the Project and if subcontractors and/or material providers were used on the Project, Waivers and Lien Releases are submitted by each subcontractor and material provider.
- E. Contractor understands that payment depends upon the EDCFSC receiving reimbursement from the funder on a timely basis. If the EDCFSC does not receive payments on the expected date, some payments to Contractor may be delayed. The Contractor will receive written notification if this situation does occur.
- F. The maximum amount of funds available per task for **Contractor's service is described in Exhibit A: Scope of Work.**
- G. It is mutually understood between the parties that this Agreement may have been written before ascertaining the availability of funds or appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays that would occur if the Agreement were executed after that determination was made,
- H. This Agreement is valid and enforceable only, if sufficient funds are made available to the EDCFSC for the purpose of this Agreement. In addition, this Agreement is subject to any additional restrictions, limitations, conditions, or any statute enacted by the Congress, State Legislature, or the County's / City's governing board that may affect the provisions, terms, or funding of this Agreement in any manner. It is mutually agreed that if sufficient funds are not appropriated, this Agreement may be amended to reflect any reduction in funds that may affect the provisions, terms, or funding of this Agreement in any manner.
- I. It is mutually agreed that if sufficient funds are not appropriated, this Agreement may be amended to reflect any reduction in funds.

6. DONATIONS

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

7. USE OF CONTRACTOR'S VEHICLES

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

8. ASSIGNMENT AND SUBCONTRACTING

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

9. LICENSES, PERMITS, TAXES, ETC.

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

10. PERSONNEL

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

11. WARRANTIES

Contractor warrants that:

- A. Contractor's agreement to perform the services pursuant to this Agreement does not violate any agreement or obligation between Contractor and a third party;
- B. The services as delivered to the EDFSC will not infringe any copyright, patent, trade secret, or other proprietary right held by any third party; and

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

12. HEALTH, SAFETY, FIRE AND ENVIRONMENTAL PROTECTION

- A. The Contractor and any subcontractor or agent shall comply with federal, state and local requirements pertaining to safety, health, fire and environmental protection.
- B. In the event standards conflict, the standard providing the highest degree of protection and not in violation of any other applicable standard or law shall prevail.
- C. Contractor shall follow all fire restrictions in affect for the activities of the Project work and for each day Contractor is conducting services for EDCFSC. This shall be shown foreach day they are conducting service. The minimum Fire Restriction Standards shall be a Fire Plan that complies with all State and Federal requirements.

13. MAINTENANCE OF RECORDS/AUDIT RIGHTS

- A. Contractor shall keep such true and accurate accounts, records, books, and data pertinent to the performance of this Agreement. Contractor shall maintain all records related to this Agreement and make such records available to EDFSC upon its request for inspection or audit throughout the Term of this Agreement and for a period of five (5) years after expiration or termination of this Agreement. This section shall survive expiration or termination of this Agreement.
- B. EDFSC shall have the right to inspect and audit Contractor's accounting books, records and documents during normal working hours.

14. INDEMNITY

To the extent permitted by law, Contractor does hereby assume liability for, and agrees to defend, indemnify, protect, save and keep harmless EDCFSC and its directors, officers, employees and independent contractors of the EDCFSC, including but not limited to Chairperson or a designated Board of Directors officer, and its successors and assigns and each and every one of them from and against any and all liabilities, obligations, losses, damages, penalties, fines, claims, actions, suits, costs and expenses and disbursements (including legal fees and expenses) of any kind and nature imposed, asserted against, incurred or suffered by EDCFSC or its directors, officers or employees and independent contractors of the EDCFSC, including but not limited to Chairperson or a designated Board of Directors officer, or its successors and assigns by reason of damage, loss or injury (including death) of any kind or nature whatsoever to persons or property caused by or in any way relating to or arising outof:

- A. Any willful wrongful act or any negligent act or action, or any neglect, omission or failure to act when under a duty to act on the part of Contractor or any of its officers, agents, servants, employees, in its or their performance hereunder, except to the extent caused by the negligence or willful wrongful act of EDCFSC, its directors, officers, employees and independent contractors;
- B. Any claim of patent or copyright infringement or publication of defamatory material including EDCFSC's failure to request removal of such material in connection with the services performed and/or work products provided under this Agreement by Contractor or any of its officers, agents, servants, and employees; and
- C. A release by Contractor or any of its officers, agents, servants, and employees, in its or their performance hereunder of any substance or material defined or designated as a hazardous or toxic substance, material or waste by any federal, state or local law or environmental statute, regulation or ordinance presently in effect, or as amended or promulgated in the future, but only to the extent that such release is not proximately contributed to or caused by EDCFSC, or its directors, officers or employees and independent contractors.

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

15. CONFLICT OF INTEREST

- A. Contractor covenants that Contractor presently has no interest and shall not acquire any interest, direct or indirect, which would conflict with the performance of services required to be performed under this Agreement.
- B. Contractor shall not employ any EDCFSC or Associate FSC official or employee in the work performed pursuant to this Agreement. No officer or employee of EDCFSC or the Associate FSC shall have any financial interest in this Agreement in violation of the applicable provisions of the California Government Code. Contractor warrants and covenants that no official or employee of the EDCFSC or the Associate FSC, nor any business entity in which an official or employee of EDCFSC or the Associate FSC is interested, (1) has been employed or retained to solicit or aid in the procuring of this Agreement; or (2) will be employed in the performance of this Agreement without the immediate divulgence of such fact to EDCFSC and the Associate FSC.
- C. Upon breach of this covenant by Contractor, EDCFSC may cancel this Agreement without any liability if Contractor fails to remedy such conflict within thirty (30) days of notice to Contractor. In its discretion, EDCFSC may also recover the full amount of any such compensation paid to such official, employee or business entity.

16. INSURANCE

Contractor shall provide a certificate of a policy of insurance evidencing that Contractor maintains insurance that meets the following requirements:

- A. Workers Compensation coverage: Contractor shall maintain workers' compensation insurance for all of its employees.
- B. Commercial General Liability Insurance of not less than One Million dollars (\$1,000,000) combined single limit per occurrence for personal injury liability, bodily injury and property damage. Two million dollars (\$2,000,000) aggregate.
- C. Automobile Liability Insurance of not less than Five Hundred Thousand dollars (\$500,000) is required in the event motor vehicles are used by the Contractor in the performance of the agreement. One Million dollars (\$1,000,000) per accident for bodily injury and property damage combine single limit.
- D. For the purpose of this agreement there is no requirement for Professional Liability coverage.
- E. EDCFSC, the Associate FSC and the Project Coordinator shall be named as additional insured on the Commercial General and Automobile Liability Insurance Policies and Contractor shall furnish certificates of insurance, satisfactory to the EDCFSC, as evidence that the insurance required above are being maintained.
- F. The insurance will be issued by an insurance company acceptable to the EDCFSC or be provided through partial or total self-insurance likewise acceptable.
- G. Contractor agrees that the insurance required above shall be in effect at all times during the term of this agreement. In the event said insurance coverage expires at any time or times during the term of this agreement, Contractor agrees to provide at least thirty (30) days prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the agreement there, or for a period of not less than one (1) year. New certificates of insurance are subject to approval of the EDCFSC and Contractor agrees that no services shall be performed prior to such approval. In the event Contractor fails to keep in effect, at all times, insurance coverage as herein provided, EDCFSC may, in addition to any other remedies it may have, terminate this agreement.
- H. The certificate of insurance must include the following provisions which state that: 1. The insurer will not cancel the insured's coverage without thirty (30) days prior written notice to EDCFSC, and; 2. The EDCFSC, the Associate FSC, their directors, officers, employees, agents and volunteers, and independent contractors, are included as additional named insured for all operations under this Agreement. The coverage shall contain no special limitations on the scope of protection afforded to the EDCFSC, the Associate FSC, their directors, officers, employees or volunteers and independent contractors.

- I. Contractor's insurance shall be primary in respect to the EDCFSC. Any insurance maintained by EDCFSC shall be excess of Contractor's and shall not contribute with it.
- J. Any deductibles or self-insured retentions must be declared and approved by EDCFSC. At EDCFSC option, either: Insurer shall reduce or eliminate such deductibles or self-insured retentions; or Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.
- K. Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the EDCFSC.
- L. The insurance companies shall have no recourse against the EDCFSC or the Associate FSC for payment of any premiums or assessments under any policy issued by any insurance company.
- M. Contractor's obligations shall not be limited by the foregoing requirements and shall survive expiration of this agreement.
- N. In the event Contractor cannot provide an occurrence policy, Contractor shall provide insurance covering claims made as a result of performance of this agreement for not less than three (3) years following completion of this agreement.
- O. Certificate of insurance shall meet such additional standards as may be determined by EDCFSC as essential for protection of the EDCFSC and the Associate FSC.

17. RELATIONSHIP OF PARTIES

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

18. OTHER ACTIVITIES

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

19. PERFORMANCE BOND

A performance bond is not required under this agreement.

20. PREVAILING WAGE

This Project does not require the payment of “prevailing wage”.

21. NONDISCRIMINATION

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

22. DOCUMENTATION OF RIGHT TO WORK

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

23. WAIVER OF CLAIMS AGAINST EDCFSC AND ASSOCIATE FSC

Contractor hereby waives any claim against EDCFSC and Associate FSC their officers, employees or agents for damage or loss caused by any suit or proceeding directly or indirectly attacking the validity of this Agreement, or any part thereof or by any judgment or award in any suit or proceeding declaring this Agreement null, void or voidable or delaying the same or any part thereof from being carried out, or for breach or nonperformance of this Agreement.

24. WAIVER/RELEASE OF LIEN RIGHTS

CONTRACTOR ACKNOWLEDGES THAT THE REAL PROPERTY UPON WHICH THE PROJECT IS TO BE PERFORMED IS NOT OWNED BY EDCFSC AND/OR THE ASSOCIATE FSC. BY EXECUTING THIS AGREEMENT CONTRACTOR HEREBY WAIVES ANY AND ALL LIEN RIGHTS WITH RESPECT TO THE REAL PROPERTY UPON WHICH THE PROJECT IS TO BE PERFORMED AND AGREES TO OBTAIN SUCH A WAIVER FROM ANY SUBCONTRACTORS PURSUANT TO PARAGRAPH 8 OF THIS AGREEMENT.

25. WAIVER OF JURY TRIAL

EACH PARTY, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, HEREBY IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY JURY AS TO ANY ISSUE RELATING HERETO IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER MATTER INVOLVING THE PARTIES HERETO.

26. MISCELLANEOUS

- A. Attorneys' Fees. Should either party hereto, or any heir, personal representative, successor or assign of either party hereto, resort to legal proceedings in connection with this Agreement or Contractor's relationship with the EDCFSC, the party or parties prevailing in such legal proceedings shall be entitled, in addition to such other relief as may be granted, to recover its or their reasonable attorneys' fees and costs in such legal proceedings from the non-prevailing party or parties.
- B. Governing Law and Venue: This Agreement shall be governed by and construed in accordance with the laws of the State of California without regard to conflict of law principles. Venue for litigation involving this agreement shall be in the County of El Dorado, California.

- C. Entire Agreement. This Agreement contains the entire agreement and understanding between the parties hereto and supersedes any prior or contemporaneous written or oral agreements, representations and warranties between them respecting the subject matter hereof.
- D. Amendment. This Agreement may be amended only by a written Amendment to the Agreement signed by Contractor and by a duly authorized representative of the EDCFSC.
- E. Severability. If any term, provision, covenant or condition of this Agreement, or the application thereof to any person, place or circumstance, shall be held to be invalid, unenforceable or void, the remainder of this Agreement and such term, provision, covenant or condition as applied to other persons, places and circumstances shall remain in full force and effect.
- F. Construction. The headings and captions of this Agreement are provided for convenience only and are intended to have no effect in construing or interpreting this Agreement. The language in all parts of this Agreement shall be in all cases construed according to its fair meaning and not strictly for or against either party.
- G. Rights Cumulative. The rights and remedies provided by this Agreement are cumulative, and the exercise of any right or remedy by either party hereto (or by its successor), whether pursuant to this Agreement, to any other agreement, or to law, shall not preclude or waive its right to exercise any or all other rights and remedies.
- H. Non-waiver. No failure or neglect of either party hereto in any instance to exercise any right, power or privilege hereunder or under law shall constitute a waiver of any other right, power or privilege or of the same right, power or privilege in any other instance. All waivers by either party hereto must be contained in a written instrument signed by the party to be charged and, in the case of either EDCFSC or Associate FSC, by an officer of the EDCFSC and the Associate FSC or other person duly authorized by the EDCFSC or the Associate FSC.
- I. Remedy for Breach. The parties hereto agree that, in the event of breach or threatened breach of any covenants of Contractor, the damage or imminent damage to the value and the goodwill of the EDCFSC and the Associate FSC's business shall be inestimable, and that therefore any remedy at law or in damages shall be inadequate. Accordingly, the parties hereto agree that the EDCFSC and the Associate FSC shall be entitled to injunctive relief against Contractor in the event of any breach or threatened breach of any of such provisions by Contractor, in addition to any other relief (including damages) available to the EDCFSC and Associate FSC under this Agreement or under law.
- J. Notices. Any notice, request, consent or approval required or permitted to be given under this Agreement or pursuant to law shall be sufficient if in writing, and if and when sent by certified or registered mail, with postage prepaid, to Contractor's address (as noted below), or to the EDCFSC's principal office, as the case may be. Notices pursuant to this agreement shall be mailed to:

(1) EDCFSC to: El Dorado County Fire Safe Council
Attn: Pat Dwyer at P.O. Box 1011, Diamond Springs, CA 95619

(2) Associate FSC to: Georgetown Fire Safe Council Attn:
P.O. Box 1011 Diamond Springs, CA 95619

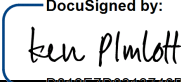
(3) Contractor to: Georgetown Divide Resource Conservation District
Attn: Tim Palmer at 100 Forni Road, Suite A, Placerville, CA 95667

K. Assistance. Contractor shall, during and after termination of services rendered, upon reasonable notice, furnish such information and proper assistance to the EDCFSC and Associate FSC as may reasonably be required by the EDCFSC and Associate FSC in connection with work performed by Contractor; provided, however, that such assistance following termination shall be mutually agreed upon amongst the parties hereto.

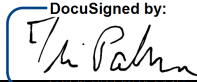
SIGNATURE PAGE TO FOLLOW

EDCFSC:

Contractor (RCD):

By: 

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(Signature)

By: 

D9F9492F35A441B...
(Signature)

Name: Ken Pimlott

(Print)

Name: Tim Palmer

(Print)

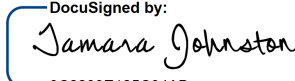
Title: Chair

Social Security # (or EIN if applicable)

Date: 7/19/2022

Date: 7/18/2022

Associate FSC

By: 

3C2203E125C04AB...
(Signature)

Name: Tamara Johnson

(Print)

Title: Chair

Date: 7/19/2022

Scope of Work

Spanish Flat North: Georgetown Fuel Reduction Project Phase III

Project background and statement of need: The Spanish Flat North project constitutes Phase III of the Chili Bar to Georgetown Fuel Reduction, Restoration and Community Fire Prevention effort proposed by the SOFAR Collaborative Partnership. SOFAR partners include the Georgetown Divide Fire Safe Council, the Georgetown Divide and El Dorado Resource Conservation Districts, Bureau of Land Management (BLM), CAL FIRE, U.S. Forest Service (USFS), the California Conservation Corp. (CCC), conservation NGOs and private landowners in the area.

The units proposed for fuel treatment are included in the “Kelsey Fuel Reduction Project Description and Existing Conditions Report” that was prepared in November 2020 and is available at the RCD office in Placerville. That report proposes: 1) roadside vegetation clearing on private properties and within County right of way along 24 miles of County roads; 2) roadside clearing on BLM and USFS land adjoining 8.3 miles of County roads; and 3) shaded fuel breaks on approximately 1868 acres of private and BLM lands. Phase I, including roadside clearing on private and BLM land, was completed in 2021. Phase II, currently in process, entails construction of shaded fuel breaks on about 400 acres of BLM and private land. It is planned for implementation in 2022. Phase III, the Spanish Flat North project, would represent the near completion of all units in the 2020 report. CAL FIRE classifies the entirety of the project area as “very high severity fire zone”. CAL FIRE has identified Kelsey and Garden Valley as “communities at risk”. In 1961 the Kelsey Mill Fire burned 11,816 acres stretching from the South Fork of the American River nearly to Meadow Brook Road. The 1994 Kelsey Fire burned 813 acres and 14 homes in the vicinity of Kelsey and Traverse Creek Road. In 2021 there was an incident called the Shoo Fly Fire that burned less than an acre and was quickly suppressed. In a news release on that fire, CAL FIRE praised project collaborators for the creation of the fuel break along Shoo Fly Road during Phase I.

CAL FIRE Amador-El Dorado Unit Facebook Page

<https://fb.watch/5Xjima1D2n/>

The Wildland Urban Interface east of State Highway 193 is a heavily-roaded and highly populated area of El Dorado County that is far from its historic naturally resilient condition and frequent fire return interval (5-10 years). The heavily-roaded nature of the area and the large human population in the WUI place this landscape at high risk of fire starts and cross-boundary spread placing numerous resources at further risk (Downing et al. 2022 in Scientific Reports:

<https://today.oregonstate.edu/news/osu-research-suggests-forest-service-lands-not-main-source-wildfires-affecting-communities>.

Proposed project activities: The purpose and need for the proposed project is to achieve reduced fuel loads in several landscape scale units to protect forest resources and infrastructure from potential severe wildfire effects and to enhance the growth and resiliency of post-treatment forest stands. The project will include procurement of right of entry permission from private landowners within the proposed treatment units, field layout and mapping of treatment areas, developing and awarding contracts to qualified contractors, overseeing the work to ensure that contractual specifications are met and that environmental resources are protected, and post-project outreach and public education to both local and regional audiences.

Description of appropriate management actions: Within forest stands, a combination of thinning, chipping/mastication of brush and smaller trees, and hand treatments including brush cutting, hand thinning, and pruning will be used to reduce tree density and to change the structure of live and dead vegetative material in treated stands. The most cost efficient and effective treatment within each stand will be chosen based on timing, equipment availability, and desired post-treatment results, but will generally be implemented as described below.

Mastication will be employed within shaded fuel breaks where feasible. In forest stands (1210 acres), shrubs and small trees (<12 inches diameter breast height) will be thinned and masticated to reduce the density of understory fuels and small trees. Mastication as used herein is defined as shredding, mowing, mulching, chipping, and/or grinding vegetative material with the use of machinery. Mastication will generally be applied on slopes up to 45 percent. This treatment will reduce stand density, reduce ladder fuels, and rearrange surface fuels such that future prescribed fire could be used to maintain desired conditions within the stands. Masticated vegetative debris will be discontinuous on the forest floor, and generally be less than four inches deep with pieces less than eighteen inches long. Stump height will generally not exceed six inches. Shrub-dominated areas will retain up to ten percent live shrub cover following mastication.

In stands that are primarily composed of brush and chaparral (325 acres) the prescription will be to create a mosaic of shrubs that are spatially separated to reduce horizontal connectivity. Minor areas of grassland located in all treatment areas will not be affected by the project but will contribute to its effectiveness by maintaining openings between forest and chaparral

vegetation types. Where they occur, invasive species including French and scotch broom will be treated with a follow up application of herbicide.

Pruning--Residual trees will be pruned to at least ten feet from the ground while maintaining a minimum of 33 percent live crown. The intent is to increase the base height to live crowns in order to reduce the risk of wildfire or prescribed fire moving from the ground via "ladder fuels" into the upper tree crowns.

Hand Thinning--Shrubs and small trees (<12 inches diameter breast height) will be hand cut and chipped/ masticated in areas where mechanical treatments are prohibited or inaccessible to mastication machinery, or in other areas most appropriately treated with this method.

The desired future condition in shaded fuel breaks is illustrated in the following photograph:



Roadside Vegetation Management--Roads within the project area will be treated as well. If terrain permits, roadside vegetation removal will be done with a masticator in conjunction with other work as described above. Where terrain or other factors prevent use of machinery, hand thinning and chipping will be accomplished with chainsaws and a mobile chipper. Material up to 12 inches diameter breast height will be removed while creating a 20-foot spacing between the boles of remaining trees. A minimum 90 percent of shrub cover will be removed. Residual trees will be pruned up to 10 feet while retaining 33 percent minimum live crown ratio.

Environmental protection measures--The Kelsey Fuel Treatment Project Description and Existing Conditions Report includes extensive environmental information pertinent to the Phase III project area. A Categorical Exemption pursuant to CEQA was issued on the basis of this report. Sensitive plant and wildlife species present or expected in the area have been identified and a cultural resources data base search has been conducted. Use of masticating machines will be limited on slopes greater than 45 percent, within Watercourse and Lake Protection Zones, during designated "limited operating periods" associated with wildlife species of special concern, in or near cultural resource sites or sensitive plant populations or during periods when soils are saturated, and erosion and sedimentation may occur. In certain locations, crews using chainsaws and pruning saws may do the work because of environmental or other constraints.

Task 1: Administration/ Project Management: Project Administration and Management will be the responsibility of the Georgetown Divide Resource Conservation District (RCD). Tasks will include technical and administrative services needed for project completion, supervision and review of all work performed and assuring that the project is completed within the budget, performance period, and in accordance with approved procedures, applicable laws, and regulations. The RCD shall comply with all applicable laws and regulations regarding securing competitive bids and undertaking competitive negotiations in contracts with other entities for acquisition of goods and services with funds provided by State under this Agreement.

The reporting schedule will include three-month progress reports, draft and final completion reports. The submittal and approval of all reports is a requirement for the successful completion of this Agreement. Reports shall meet generally

accepted professional standards for technical reporting and shall be proofread for content, numerical accuracy, spelling, and grammar prior to submittal to State. All reports shall be submitted to the FSC's Project Manager, and shall be submitted in both electronic and hard copy forms. If requested, the RCD shall promptly provide any additional information deemed necessary by the BLM for the approval of reports. The timely submittal of reports is a requirement for initial and continued disbursement of Federal funds.

Deliverables:

- 1) Quarterly Progress Reports: RCD shall submit Quarterly Progress Reports on a regular and consistent basis to meet requirement for disbursement of funds. Quarterly Progress Reports shall provide a brief description of the major accomplishments during the reporting period (i.e. tasks completed, contracts awarded, expenditures, milestones met, meetings held or attended, press releases, any problems encountered, etc.) in the performance of the work under this Agreement during the reporting period.
- 2) Project Completion Report: Upon completion of the project, RCD shall submit to FSC a Project Completion Report. The Project Completion Report shall be submitted within ninety (90) calendar days of Project Completion. The Project Completion Report shall include reimbursement status, a brief description of the project accomplishments.
- 3) Project monitoring will include environmental compliance, photographic documentation and narrative that describes baseline conditions, location of monitoring points, before-and-after photographs and associated meta-data.

Task 2: Project Implementation.

Task 2.a: Mapping and Stratification. A preliminary map of treatments areas has been prepared. This map will be refined through field verification to ensure that proposed treatments are adapted to site conditions.

Deliverables:

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

Task 2.b: Environmental Compliance. The RCD, as Lead Agency, will complete CEQA under Section 15051 of the State CEQA Guidelines.

Deliverables:

- 1) CEQA Compliance.

Task 2.c: Implementation. We will prepare for implementation by: 1) putting the project out to bid; and, 2) evaluating bids and selecting contractor(s).

Deliverables:

- 1) Contractor agreements/ contracts.
- 2) Acres treated.

The Fire Safe Council will partner with the Georgetown Divide Resource Conservation District (RCD) who will provide administrative services to manage the Project. The RCD will solicit and execute agreement with the following specialists/ firms:

- 1) Registered Professional Forester. Complete existing conditions report, treatment prescriptions, and design criteria for vegetation treatments.
- 2) Qualified Archeologists. Complete records and filed surveys.
- 3) Qualified Biologist. Complete Biological assessment and evaluation reports, migratory bird, and design criteria.
- 4) Qualified Vegetation Management Contractor. Will use methods described to reduce fuel loads in strategic areas.

Project monitoring will consist of and be reported out as follows:

- 1) Quarterly Progress Reports: RCD shall submit Quarterly Progress Reports on a regular and consistent basis to meet requirement for disbursement of funds. Quarterly Progress Reports shall provide a brief description of the major accomplishments during the reporting period (i.e. tasks completed, contracts awarded, expenditures, milestones met, meetings held or attended, press releases, any problems encountered, etc.) in the performance of the work under this Agreement during the reporting period.
- 2) Project Completion Report: Upon completion of the project, RCD shall submit to FSC a Project Completion Report. The Project Completion Report shall be submitted within ninety (90) calendar days of Project Completion. The Project Completion Report shall include reimbursement status, a brief description of the project accomplishments.
- 3) Project monitoring will include environmental compliance, photographic documentation and narrative that describes baseline conditions, location of monitoring points, before-and-after photographs, acres treated and associated meta-data.

Budget Breakdown:

Project Management; \$460,500.00

Environmental Compliance: \$100,000.00

Registered Professional Forester: \$325,000.00

Vegetation Management: \$3,837,500.00

Total: **\$4,723,000.00**