

BOARD OF DIRECTORS MINUTES**Date: Thursday November 21st, 2019****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. Also present: Directors John Christofferson, Colleen Hatfield, and Allen Harthorn. Staff Shepard Smith, Tim Keeseey, Thad Walker, Wolfy Rougle, Amanda Chaney. Visitors/Partners Carrie Wendt, Dan Taverner, and Mike Crump.
- 3) **REVISIONS TO AGENDA** (only emergency situations requiring the need to take immediate
 - i) 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 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) **ACTION ITEMS** – Dave Lee, President
 - a) Review and approval of the minutes of the Regular meeting held October 17th, 2019 – John moved, Allen seconded, motion passed
 - b) Review and Approve Outstanding Bills – Allen suggested switching our DigitalPath subscription to an annual fee rather than monthly, which might save about 16%. Board agreed to look into this. Allen motioned to pay the outstanding bills, John seconded, motion passed.
 - c) Audit – RFP and 2019/2020 Budget – Director Hatfield – John met with County CAO Shari McCracken, who recommended he speak with Graciola Gutierrez. Gutierrez recommended BCRCD reach out to some additional auditor candidates, including the recently-retired former chair of the CSU Accounting dept (who declined the opportunity) and two others, one of whom indicated he might be willing to submit a bid in January, although he had seen and declined the initial RFP. Graciola indicated to John that rules allow her role to waive 5 years of audits but not 6. John says Graciola told him, “We will get you an audit, even if the County has to join in.” For her part, Shari says she would be willing to take a proposal to the BOS to fund part of the audit if BCRCD can secure match from other sources. Mike Crump offered to speak to John Clark about the matter, and Thad and Colleen proposed approaching LAFCo.

- d) Bookkeeper position – Director Hatfield circulated two proposals, one from Heather’s Bookkeeping and Tax Service, one from Kathleen Altenburg, CPA. Colleen recommended accepting the lower bid from Heather. While not a CPA, Heather has ample experience with T-Sheets and comes from the trades (construction etc) which could bring needed know-how about topics such as procurement and prevailing wage. John moved the Board accept Heather’s proposal, starting with a 3-month trial period and then re-evaluating in February or March.
- e) Resolution for CAL FIRE CCI Grant – Wolfy provided a narrative and draft budget, as well as a draft liability explainer, for her proposal to fulfill a DOC grant deliverable by applying for CAL FIRE funds to support a BCRCD-coordinated Prescribed Burn Association. Wolfy asked for additional ways to support VFDs and other feedback. Allen suggested adding a chipper to the grant but it is unclear where to store it or how to transport it. Board asked about liability; Wolfy responded that PBAs are not meant to assume or reduce liability and that the landowner always lights the match and assumes responsibility for the burn. The PBA just provides a way to coordinate volunteer labor, apply for grants, and borrow equipment (which it is always the landowner’s responsibility to check before using). The Board asked about maintenance of equipment. Wolfy agreed that adding some funds for maintenance, particularly of radios, would be smart esp. since it is a 4-year grant. Tim pointed out that some RCDs have equipment they lend out such as a no-till drill, where the borrower puts down a deposit and if the equipment is not returned in perfect shape, some or all of that deposit is retained by RCD and used to maintain the equipment. Colleen made a motion that Dave sign the resolution and the Watershed Coordinator or a designee be empowered to sign the final application and other documents, with Board oversight. Allen seconded, motion passed.
- f) State Parks RFP Approval – Still don’t have a signed agreement from State Parks.
- g) Needs for CAL FIRE existing contract – Botanical/monitoring contractors – Wolfy explained that BCRCD has \$180,000 left on a fee-for-services contract with CAL FIRE and that CAL FIRE wants to use up those hours. However, to do so BCRCD needs to retain additional professionals. John moved Wolfy develop a job description and solicit proposals from botanists, ideally those who also have extra skills, and spend up to \$350 advertising the position, Allen seconded, motion passed. Position could be contractor or staff. Wolfy also promised to confirm whether a forestry tech with the CAL FIRE arch survey training could perform the archaeology for these VMP contracts. **(Update: Yes, with a CAL FIRE archaeologist as final supervisor.)**
- h) SNC Grant for NEPA in Concow area – Approve request for advance – Wolfy had prepared a request for \$32,000 advance on the \$64,000 grant. This request had already been positively reviewed by Lynn Campbell. John moved to sign and submit the advance request and to set up an interest-bearing account that complies with SNC terms. Motion passed.
- i) Letter of support for Fire Safe Council – John moved, Colleen seconded that Board sign the letters. Motion passed.
- j) City of Chico upper park road agreement draft – Still waiting on it
- k) City of Chico PSA – Still waiting on it
- l) Update from state conference. – Director Hatfield – Pacific Policy Group, CARCD’s lobbyist, is promoting baseline funding for RCDs. This is a critical need, the Legislature is starting to listen, and a survey will be forthcoming soon to gather RCDs’ input on what would be a reasonable amount for baseline funding and how we would justify it. Dave suggested that when this survey comes out, Board may want to call a special meeting to discuss this important and potentially time-consuming subject.

Division 9 of the Public Resources Code is up for revision. This revision may become the task of the CA Special Districts association.

Pacific Policy Group is also trying to secure advance payments for grants as a statewide standard.

Other news: CA NRCS revised its MOU with RCDs, it’s kind of a handshake agreement that spells out the terms of our partnership with NRCS, it’s currently in DC being reviewed and CA RCDs are looking forward to reviewing it. NACD also has \$10M in grants forthcoming, we may be able to apply for this; Prop 68 has \$8.5M for riparian/ag corridor projects that can ONLY go to RCDs. However, with Prop 68 there may be restrictions forcing an RCD to pay

contractors *before* asking for reimbursement – a serious cash flow issue we need to steer around. Finally, we'll start hearing a lot more about DEI (Diversity, Equity, Inclusion) from CARCD. Some DEI initiatives may have funding attached. The goal of DEI initiatives is to make RCDs more representative of their constituents, as well as more effective, relevant, excellent, and visible.

Staff added that Director Hatfield was honored as CARCD's "Director Of The Year" for 2019.

- m) Line of credit – Director Hatfield – Right now, for every dollar in our bank acct we have almost \$2 in outstanding invoices. Colleen stated that a line of credit is likely the best strategy for our RCD. Experienced DOC staff agree with her. Wolfy researched various line of credit options that are cheaper than the original Rabobank (now Mechanics Bank) option RCD had previously investigated. All the options will cost us money (if we use them), but less money than being stuck without access to credit when we need it. It is better to have a line of credit set up so it can be used quickly when it is needed, rather than waiting until it is a critical issue. Colleen strongly recommended Board decide on a line of credit option at December meeting and strive to implement the selected option by the 1st of the year. **Placed on agenda for December.**
- n) Approval of Section 4 of Policy and Procedure Manual – Director Christofferson – This section discusses ethics training (which we already do); board compensation (which does not apply to us since our board isn't compensated); reimbursement policy (John attached a draft sample request for reimbursement form for staff and Directors to look over). John recommended Board adopt the revised Section 4; motion passed.

Staff and the board offered suggestions for John's draft sample request for reimbursement form. (A) Staff requested a section specifically for requesting mileage reimbursement. (B) Staff requested a column where we can write in the Project associated with that reimbursement.

Allen mentioned it would be good practice to start keeping track of miles Board members travel and hours Board members spend on RCD business – not so that they will be reimbursed, because they won't, but simply to show the volume of volunteer time that goes into supporting the RCD. This volunteer time can be used as match toward certain grants.

To comply with Section 4, RCD now needs to designate a Secretary and a Vice-Chair. Board Packet needs to be printed out monthly and put into binder, as well as stored on Drive. John will serve as Secretary. As of today, Nov. 21st, 2019, position of Vice-Chair will shift from Colleen to Allen. However, for those projects on which Colleen is already a duly authorized signer, Board agreed she will continue to be able to sign invoices etc. as needed.

- o) Appointment of Associate Directors – Board accepted for consideration Mike Crump's application to be an Associate Director. Board will formally approve or reject this application in closed session.
- p) Next meeting date December 19th, 2019 at 202 Mira Loma Drive Oroville at 9:00am.

6) RCD PROJECTS AND PROGRAMS

- a) Update – Thad Walker – Nothing to mention other than what was mentioned in the Board packet; Thad and Shepard were up in Granite Basin last week and finished up the frog/stream surveys.
- b) Update – Tim Keeseey – Tim is working with Thad to transfer the North County Roads project to Thad because Thad is the trails and roads expert. Thad had a meeting this week with Radley Ott to revise the RFP for this project to a time-and-materials format, hoping for more competitive proposals. BCCER – Have not secured an archaeologist yet; for fire modeling, contractor has switched from Terra Fuego (which may be dissolving as an organization?) to Deer Creek Resources (which is only growing). EFRP- Tim has requested FSA double the initially proposed payment rates to meet the standard that "Financial assistance levels **must** be set based on the minimum incentive needed to encourage producer participation and solve the problem." (EFRP Handbook, p. 1-83, emphasis in original). Also, FSA reversed its earlier statement that small

residential lots with some forest could be eligible for the program. RCD will try to advocate for these affected landowners as much as possible; for those who can't qualify, RD may have a "home improvement/repairs grant and loan" program that can help them. Also, FSA has stated each project needs maps as part of a forest management plan including NEPA and arch review. Tim can perform the arch work IF the landowner has merchantable timber that will trigger a CEQA CatEx under the Forest Practice Act. Most parcels do have merchantable timber, except lower Pentz Rd area (oak woodlands only) and Concow area (where trees were vaporized). We currently have 90 applicants but over 2 months, Tim has been able to complete only 28 site visits. Some of those 90 will be eliminated under the new exclusion for residential parcels. Staff observed the RCD could be put in an unfortunate position by being the face of a program that has experienced so many reversals and drastic changes in who qualifies – changes which were beyond RCD's control. Important to keep following up on those people with smaller, now-excluded parcels to try our utmost to get them the help they need. Parcels that qualify must be rural and >1 acre. (**Update: RCD has been directed to prioritize parcels >5 acres.**) Also, project must be ranked in priority from most productive timberland to least (even though it's a noncompetitive program).

- c) Update – Wolfy Rouble – Not much to report beyond what is in packet; attended City of Chico Natural Resources Committee meeting last night in support of Linda Herman; VFMP agenda item actually went over better than all other agenda items, with positive comments from Mechoopda Tribe Rouble had reached out to in advance.
- d) Update – Amanda Chaney – Organized a SWEEP workshop no one came to, but was able to show that the deliverable of holding a workshop had been completed. SWEEP application deadline is 12/19. All her hours are currently going to engineering to try and use up all the NACD contract hours before end of month. Dan and Amanda need to talk about recruiting growers to enroll in SWEEP because it is time-sensitive.
- e) Update – Terry Adelsbach – Still getting up to speed; reported last week's meeting with Oakland EIR consultants and City was very productive.
- f) Funding opportunities – nothing to add
- g) Other Projects – **Items for next meeting agenda: Review audit line item in BCRCD budget overhead. Revisit fee-for-service rates.**

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

- a) Natural Resource Conservation Service (NRCS) – Engineer position will be re-flown as an engineering tech position. Thad asked if Tony Sunseri had considered filling the position through the RCD, which has already made an investment in an engineering tech through Amanda, rather than hiring an entirely new federal employee for whom there may not even be sufficient workload? Dan responded that no, this hadn't been considered yet; he sees Amanda as key to follow up on existing contracts but also believes a new engineering tech would be important for increasing the workload (growing the pool of contracts). Thad and Dan agreed that further pursuing the RCD-NRCS partnership, esp with NRCS state and federal direction to do more with partners, could be a sustainable way to continue filling engineering needs.

Dagoberto's Soil Conservationist position closed on Friday so Oroville FO should soon get a panel of candidates to review!

Local Work Group meeting – Used to happen each year to set EQIP program priorities. Worked better back when Oroville FO was given an annual EQIP authorization (\$ amount) we could work off of, and there hasn't been one of these meetings in a while, but there should be another one next year. Also next year, we have a new planning tool coming online, called Cart, which replaces Toolkit. The new tool is likely to have bugs and bring delays. There's a set of consplanning trainings online in the AgLearn program which can train and certify the next generation of conservation planners. Tim K. is signed up for CART training Jan 14-16, 2020.

- b) Butte County departments
 - c) Community groups and agencies
- FOBC-** Submitted CDFW grant for developing fire recovery guidance for Butte Crk Cyn residents including ecological restoration assistance. Also submitting a Prop 68 grant for restoration of Butte Creek Ecol. Preserve and about 300 adjacent acres, to resolve issue of extensive tailing piles left over from mining era, restore functional fluvial morphology and fire-resilient vegetation, as well as improve groundwater recharge capacity of lower floodplain. Working with a consultant out of SF called FlowWest.
- Point Blue, Carrie Wendt** – Received TA grant for Healthy Soils program from CDFA – if you know growers interested in applying for that program, send them to Carrie!

8) **CLOSED SESSION – Directors only**

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

9) **BOARD OF DIRECTORS REPORTS**

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

10) **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: bcrcd@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.*

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Butte County Resource Conservation District
Active Project Updates

December 19, 2019



Dixie Road Improvement Project

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

- The scope of work and budget have been approved by the Water Quality Control Board
- Once we have executed agreement we can begin work, hopefully by the end of 2019
- NEPA/ CEQA will take place in the spring of 2020 with implementation taking place in Summer of 2020-2021
- We have exhausted funds in our agreement with BCPW that covered the survey work
- RCD will be lead on this project and will handle the public bid process
- BCPW will issue an encroachment permit

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

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

PG&E Poe Reach Trails

Develop feasibility study for a trail on North Fork Feather River off Bardees Bar Road. The project is funded through PG&E as part of the FERC re-license for the Poe Project.

- Presented the feasibility study to FERC on December 3rd
- Will make revisions to study doc based on feedback from FERC/ Public
- Document will be provided to the public through Butte County Forest Advisory Committee
- Received an invoice from contractor Casa di Terra for \$3,000
- Invoiced PG&E \$8,421 11/22/19

Project funds: Total Funds \$12,295. Fund for RCD \$9,295

Dome Trail

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

- Have met with one contractor who can bid and complete work
- Need to identify two additional contractors to bid on project
- Working to develop an agreement with CCC for materials move and trail clearing
- Work estimated to take place spring of 2020
- I would like to place the materials order as soon as possible.

No funds have been billed to date, will bill for initial funds once the contractor agreement is in place. Total funds \$15,000. Fund for RCD \$2,500.

BLM AML Surveys

This is a fee-for-service agreement with BLM to survey the Upper Ridge Nature Preserve for potential abandoned mines that pose risk to public safety.

- Completed phase 1 surveys
- Will complete closure implementation in January -9 sites
- Potential for future AML work with BLM in Butte County

Have billed and been paid for phase 1- \$2,553.23. \$65 per hour +15% indirect

NACD Engineering with Glenn County RCD

This is a fee-for-service agreement between Glenn County RCD and Butte County RCD to provide irrigation engineering services for the NRCS region.

- Glenn County RCD was able to get an extension of this agreement until December 31, 2019
- Available hours have now been completed.
- Will bill GRCD for remaining hours, \$4,013
- All other invoices have been paid
- Will continue billing NRCD Engineering agreement moving forward

Total Funds: \$37,058.50. Remaining funds \$0

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
- Draft agreement with the City of Chico is ready for review
- Draft agreement with PWA is ready for review
- Have billed hours against our existing MSA- grant writing/ project management
- CEQA/ NEPA will start in the spring of 2020
- 10-Mile House road survey and trails surveys will start in early 2020

No funds have been billed to date but can bill against the City of Chico match once an agreement is in place. Project Funds: Total Funds \$706,442. Funds for RCD \$51,000

DOC Watershed Coordinator

Department of Conservation Funds for reforestation, prescribed fire and roads. Funds can be utilized for grant writing, project development and collaboration. 2- year grant.

- Working to build a collaborative project in the Colby Meadows/ Jonesville Area
- Project would include: watershed/ forest health, environmental education, non-motorized recreation, motorized recreation
- Roads grants and projects

No funds received to date, BCRCD has submitted 3 monthly invoices to DOC for payment Along with progress report showing progress toward deliverables, funds are for 2 years.



Butte County Resource Conservation District

Active Project Updates

December, 2019

Tim Keesey, Conservation Project Coordinator

North Butte County Road Inventory and Improvement Project (NBCRIIP)

Funding Agency/Source: State Water Resource Control Board/ Timber Regulation and Forest Restoration Program

Description of progress:

- *Submitted revised 5th Quarter (July – Sept 2019) Invoice for \$17,164.09 including reimbursement for PWA Invoice #10282-19-8 for \$14,510.34*
- *Submitted revised budget, moved \$55,125 (14.7%) from "Professional/Consulting Services". Of that \$55,125, \$13,950 was moved to "Personnel Services"; \$1,050 was added to "Operating Expenses" for RCD staff to travel to the Pacific Watershed Associates (PWA) office in Arcata, CA for 5 days to receive training and assist in entering road inventory data into PWA's proprietary inventory software; \$38,625 into "Construction" for the Powellton Rd. Improvement project; and \$1,500 into "Indirect Costs".*
- *Submitting revised Project Director Certificate to the State Water Board making Thad the Project Director.*

Total Funds available: \$375,000

Funds Expended: \$137,014.44 (through Sept '19)

Agreement/ project dates: 6/1/2018 to 12/31/2020

Granite Basin OHV Development Project – NEPA/CEQA

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

Description of progress:

- *Top priority project*
- *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: \$77,641.71 (through Nov. '19)

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:

- *Coverting CEQA Initial Study(IS) to Cal FIRE format*
- *Completing Archaeological Addendum for Cal FIRE review*
- *Completing Wildlife Survey Report*

Total Funds available: \$38,600

Funds Expended: \$20,962.80 (through Nov. '19)

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:

- *Conducted site visits for 17 of 38 currently eligible applicants*
- *FSA has determined that applicants with less than 5 ac. may not be eligible (53 applicants).*
- *Shepard assisting with landowner GIS/information spreadsheet and landowner eligibility/site visit coordination.*

NRCS Forestry/Archaeological Assistance

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

Description of progress:

- *Working on four NRCS FMP/EQIP applications per NRCS request*

Total Funds available:\$240,000

Funds Expended: \$1,320 (through Nov 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:

- *Obtained bids from Archaeologists to conduct 1,500 ac. survey and develop report for CEQA compliance. Lowest bid was from Genesis Society for \$33,900*
- *Developed contract with Deer Creek Resources to provide pre- and post-fire modeling in the FMP and CEQA project areas based on current conditions and proposed prescriptions.*
- *Working with landowners to acquire information necessary to develop FMP*
- *Developing FMP*
- *Met with Terry to discuss CEQA approach and timeline*

Total Funds available: \$79,578

Funds Expended: \$3,337.50 (through Nov. 2019)

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

Brayton Restoration

Funding Agency/Source: CA State Parks/Cooperative Agreement

Description of progress:

- *Terry will be the taking over as lead on this project.*

Cottonwood Conservation Area

Funding Agency/Source: Endowment

Description of progress:

- *Shepard is finalizing yellow star thistle map for annual noxious weed report*
- *Working on FY18-19 (10-1-18 to 9-30-19) Annual report*
- *Met with Terry to transition toward having him take over as project lead on this project.*

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

Funds Expended: \$13,748 (for the period 10-1-18 to 9-30-19)

Agreement/ project dates: Ongoing in perpetuity

Amanda Chaney
Butte County Resource Conservation District
Active Project Updates
December 19 BOD Meeting, 2019



RESOURCE
CONSERVATION DISTRICT
OF BUTTE COUNTY

NACD Engineering

Description of progress (if any): This grant was extended into December and I have been devoting my time to expending every hour. This grant gave me the opportunity to learn under Lyle for a while. I was able to get better at irrigation design reviews.

Agreement/ project dates: Agreement ends 11/30/19 (extended to 12/31?)

NRCS Engineering

Description of progress (if any): The month started off slowly, but I have been able to help with the engineering and irrigation applications for the new batching periods. I have had a handful of site visits, and have working on irrigation design reviews. I also was sent to a two day training for the Cart/conservation desktop, the new planning process for the NRCS

Total Funds available

Funds Expended

Agreement/ project dates: workshop held 11/19/19

Wolfy Rougle

Butte County Resource Conservation District
Active Project Updates
December 19 BOD Meeting, 2019

DOC Watershed Coordinator – See Thad Walker updates

CAL FIRE services contract

Description of progress (if any): Started process of recruiting botanists/archaeologists for next season. Communicated with CAL FIRE about overdue payment at start of month. Final payment due from 2019 field season later arrived.

Total Funds available: About 200,000

Funds Expended: About \$13,000

Agreement/ project dates: Through June 2021

City of Chico VFMP

Description of progress (if any): Continued to work on contracts.

Total Funds available: About 84,000 for RCD

Funds Expended: About \$2000

Agreement/ project dates: Through March 2021

State Parks Brayton Restoration

Description of progress (if any): Received executed agreement and held kickoff meeting with State Parks and Terry; project will transition to management by Terry. Terry meets with State Parks one-on one Monday 12/16.

Total Funds available: About 50,000 for RCD

Funds Expended: 0

Agreement/ project dates: Through June 2022, but Trish thinks it can be extended for another year – with additional funds added.

Sierra Nevada Conservancy Concow NEPA

Description of progress (if any): Held kickoff IDT meeting with USFS and Terry; project will transition to management by Terry. Assisted Diane with archaeology questions/agreements. .Wolfy will meet with Lynn Campbell soon to hash out advances/invoices.

Total Funds available: \$64,000

Funds Expended: 0 so far

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

CITY OF CHICO - PROFESSIONAL SERVICES AGREEMENT

BUTTE COUNTY RESOURCE CONSERVATION DISTRICT

Architect/Consultant/Engineer

VEGETATIVE FUELS MANAGEMENT PLAN ADMINISTRATION

Project Title

300-000-8800/50438-300-4120/4140

Budget Account Number

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SECTION 10 - SPECIAL PROVISIONS7

THIS PROFESSIONAL SERVICES AGREEMENT (Agreement) is entered into on _____, 2019, between the City of Chico, a municipal corporation under the laws of the State of California, (City) and Butte County Resource Conservation District, a special district under the laws of the State of California,, (Consultant).

SECTION 1 - DESCRIPTION OF PROJECT

City desires to undertake that certain project (Project) described in EXHIBIT A, entitled “DESCRIPTION OF PROJECT,” and to engage Consultant to provide the required professional services relating to the Project.

SECTION 2 - SCOPE OF PROFESSIONAL SERVICES - BASIC; COMPLETION SCHEDULE

Consultant shall perform those basic professional services in connection with the Project as are set forth more particularly in EXHIBIT B, entitled “SCOPE OF PROFESSIONAL SERVICES - BASIC; COMPLETION SCHEDULE,” and shall complete said professional services in accordance with the completion schedule for professional services as incorporated in EXHIBIT B.

SECTION 3 - SCOPE OF PROFESSIONAL SERVICES - ADDITIONAL; COMPLETION SCHEDULE

City and Consultant agree that it may be necessary, in connection with the Project, for Consultant to perform or secure the performance of professional services other than those set forth in EXHIBIT B. In each such instance, Consultant shall advise City, in advance and in writing, of the need for such additional professional services, their cost and the estimated time, if appropriate, required to perform them. Consultant shall not proceed to perform any such required additional professional service until City has determined that such professional service is beyond

the scope of the basic professional service to be provided, is required, and has given its written authorization to perform or obtain it. Each additional professional service so authorized shall constitute an amendment to this Agreement, shall be identified and sequentially numbered as "Amendment No. 1" and so forth, shall be subject to all of the provisions of this Agreement, and shall be incorporated into EXHIBIT B accordingly.

SECTION 4 - COMPENSATION

Consultant shall be compensated for professional services rendered to City pursuant to this Agreement periodically in the amounts, manner and in accordance with the payment schedule as set forth in EXHIBIT C, entitled "COMPENSATION." Amounts due to Consultant from City for professional service rendered shall be evidenced by the submission to City by Consultant of an invoice, prepared in a form satisfactory to City, setting forth the amount of compensation due for the period covered by it. Each such invoice shall be forwarded to City so as to reach it on or before the 15th day of the month next following the month or months, or other applicable period, for which the professional service invoiced were provided. All such invoices shall be in full accord with any and all applicable provisions of this Agreement. City will make payment on each such invoice within 30 days of receipt of it. However, if Consultant submits an invoice which is incorrect, incomplete, or not in accord with the provisions of this Agreement, then City shall not be obligated to process any payment to Consultant until a correct and complying invoice has been submitted.

SECTION 5 - RESPONSIBILITY OF CONSULTANT

By executing this Agreement, Consultant warrants to City that Consultant possesses, or will arrange to secure from others, all of the necessary professional capabilities, experience, resources and facilities necessary to provide to City the professional services under this Agreement. In procuring the professional services of others to assist Consultant in performing the professional services set forth at EXHIBIT B or additional professional services under SECTION 3 of this Agreement, Consultant shall not employ or otherwise obtain the professional services of any person or entity known to Consultant or City to have, or be likely to develop during the term of this Agreement, an interest that is personally, or professionally, or financially adverse to any interest of City. Consultant will follow the best current, generally accepted professional practices in performing tests and procedures, making findings, rendering opinions, preparing factual presentations and providing professional advice and recommendations regarding professional services rendered under this Agreement.

SECTION 6 - RESPONSIBILITY OF CITY

To the extent appropriate to the Project contemplated by this Agreement, City shall:

6.1 Assist Consultant by placing at Consultant's disposal all available information pertinent to the Project, including previous reports and any other data relative to design and construction of the Project.

6.2 Guarantee access to and make all provisions for Consultant to enter upon public and private property as required for Consultant to perform Consultant's professional services.

6.3 Examine all studies, reports, sketches, drawings, specifications, proposals, and other documents prepared and presented by Consultant, and render verbally or in writing as may be

appropriate, decisions pertaining thereto within a reasonable time so as not to delay the progress of the services by Consultant.

6.4 Designate in writing a person to act as City's representative with respect to the services to be performed under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define City's policies and decisions with respect to materials, equipment, elements and systems pertinent to Consultant's professional services.

6.5 Give prompt written notice to Consultant whenever City observes or otherwise becomes aware of any defect in the Project.

6.6 Furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.

SECTION 7 - INDEMNIFICATION

To the fullest extent permitted by law, Consultant shall defend (with counsel of City's choosing), indemnify and hold City, its officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, related to, or incident to any alleged acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the services provided under this Agreement, including without limitation the payment of all consequential damages, expert witness fees and attorneys' fees and other related costs and expenses. Consultant shall reimburse City and its officials, officers, employees, agents, and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided.

Consultant's responsibility for such defense and indemnity obligations shall survive the termination or completion of this Agreement for the full period of time allowed by law. The defense and indemnification obligations of this Agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Agreement. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by City, its directors, officials, officers, employees, agents, or volunteers. Consultant's obligation to indemnify, defend and hold harmless the City, its officers, employees and agents for claims involving "Professional Liability" claims involving acts, errors or omissions in the rendering of professional services (as defined in Civil Code section 2782.8(2), specifically, architects (Business & Professions Code section 5500), landscape architects (Business & Professions Code section 5615), professional engineers (Business & Professions Code section 6701), and professional land surveyors (Business & Professions Code section 8701)), shall be limited to the extent caused by Consultant's negligent acts, errors or omissions.

SECTION 8 - INSURANCE

Any requirements by City that Consultant carry general liability, errors and omissions, or any other type of insurance in connection with the services to be performed and/or professional services to be rendered by Consultant pursuant to this Agreement shall be as set forth in EXHIBIT

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D, entitled "INSURANCE PROVISIONS."

SECTION 9 - GENERAL PROVISIONS

9.1 Access to Records

Consultant shall maintain all books, records, documents, accounting ledgers, and similar materials relating to services performed for City under this Agreement on file for at least four years following the date of final payment to Consultant by City. Any duly authorized representative(s) of City shall have access to such records for the purpose of inspection, audit and copying at reasonable times, during Consultant's usual and customary business hours. Consultant shall provide proper facilities to City's representative(s) for access and inspection. Consultant shall be entitled to reasonable compensation for time and expenses related to such access and inspection activities, which shall be considered to be an additional professional service to City, falling under the provisions of SECTION 3 of this Agreement.

9.2 Assignment

This Agreement is binding on the heirs, successors, and assigns of the parties hereto and shall not be assigned by either City or Consultant without the prior written consent of the other.

9.3 Changes to Scope of Services - Basic Professional Services

City may at any time, upon a minimum of 10 days written notice, modify the scope of basic professional services to be provided under this Agreement. Consultant shall, upon receipt of said notice, determine the impact on both time and compensation of such change in scope and notify City in writing. Upon agreement between City and Consultant as to the extent of said impacts to time and compensation, an amendment to this Agreement shall be prepared describing such changes. Execution of the amendment by City and Consultant shall constitute the Consultant's notice to proceed with the changed scope.

9.4 Compliance with Laws, Rules, Regulations

All professional services performed by Consultant pursuant to this Agreement shall be performed in accordance and full compliance with all applicable Federal, State, or City statutes, and any rules or regulations promulgated thereunder.

9.5 Conflict of Interest Code Applicability

If City's City Manager has determined that one or several of Consultant's Principal(s) or Project Manager(s) are subject to the provisions of Section 2R.04.180 of the Chico Municipal Code (the City's Conflict of Interest Code), then each such person will be required to comply with the provisions of said Code in connection with the professional services they render to the City under this Agreement. In such event, City's requirements are set forth in EXHIBIT E, entitled "CONFLICT OF INTEREST PROVISIONS," to this Agreement.

9.6 Exhibits Incorporated

All Exhibits attached to and referred to in this Agreement are hereby incorporated by this reference.

9.7 Independent Contractor

City and Consultant agree that the relationship between them created by this Agreement

is that of an employer-independent contractor. Consultant shall be solely responsible for the conduct and control of the services performed under this Agreement. Consultant shall be free to render professional consulting services to others during the term of this Agreement, so long as such activities do not interfere with or diminish Consultant's ability to fulfill the obligations established herein to City.

9.8 Integration; Amendment

This Agreement represents the entire understanding of City and Consultant as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered in it. This Agreement may not be modified or altered except by amendment in writing signed by both parties.

9.9 Jurisdiction

This Agreement shall be administered and interpreted under the laws of the State of California. Jurisdiction of litigation arising from this Agreement shall be in that state. If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null, and void insofar as it is in conflict with said laws, but the remainder of the Agreement shall continue to be in full force and effect.

9.10 Notice to Proceed; Progress; Completion

Upon execution of this Agreement by the parties, City shall give Consultant written notice to proceed with the services. Such notice may authorize Consultant to render all of the professional services contemplated herein, or such portions or phases as may be mutually agreed upon. In the latter event, City shall, in its sole discretion, issue subsequent notices from time to time regarding further portions or phases of the services. Upon receipt of such notices, Consultant shall diligently proceed with the services authorized and complete it within the agreed time period.

9.11 Ownership of Documents

Title to all documents, designs, drawings, specifications, and the like with respect to services performed under this Agreement shall vest with City at such time as City has compensated Consultant, as provided herein, for the professional services rendered by Consultant in connection with which they were prepared.

9.12 Subcontracts

Consultant shall be entitled, to the extent determined appropriate by Consultant, to subcontract any portion of the services to be performed under this Agreement. Consultant shall be responsible to City for the actions of persons and firms performing subcontract services. The subcontracting of services by Consultant shall not relieve Consultant, in any manner, of the obligations and requirements imposed upon Consultant by this Agreement.

9.13 Term; Termination

The term of this Agreement shall commence upon City's issuance to Consultant of a notice to proceed for all or a portion of the services, as hereinabove provided, and shall end upon City's acceptance and payment for all or such portion of the services as was authorized by such notice, including any and all retentions. Notwithstanding the foregoing, City may, in its sole discretion,

terminate this Agreement at any time and for any reason whatsoever by giving at least 10 days prior written notice of such termination to Consultant. In this latter event, Consultant shall be entitled to compensation for all professional service rendered and services performed for City to the date of such termination.

9.14 Notice

Any notices required to be given pursuant to this Agreement shall be deemed to have been given by their deposit, postage prepaid, in the United States Postal Service or, alternatively, by personal delivery or overnight courier service addressed to the parties as follows:

To City:	City Manager City of Chico P. O. Box 3420 Chico, CA 95927-3420	or	City Manager City of Chico 411 Main Street Chico, CA 95928
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To Consultant: Butte County Resource Conservation District
150 Chuck Yeager Way, Suite A
Oroville, CA 95965

SECTION 10 - SPECIAL PROVISIONS

This Agreement shall include all special provisions, if any, as are set forth on EXHIBIT F, entitled "SPECIAL PROVISIONS."

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the date first set forth above.

CITY:

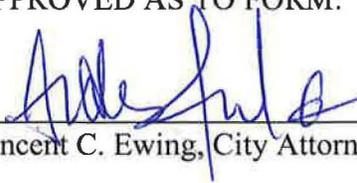
CONSULTANT:

Mark Orme, City Manager*

By: David Lee, Chair of the Board
Butte County Resource Conservation District

*Authorized pursuant to Section 3.08.060 of the Chico Municipal Code and City of Chico Budget Policy G.6.c.

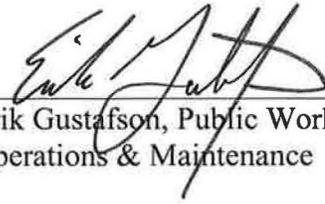
APPROVED AS TO FORM:



Vincent C. Ewing, City Attorney*

*Pursuant to The Charter of the
City of Chico, Section 906(D)

APPROVED AS TO CONTENT:



Erik Gustafson, Public Works Director –
Operations & Maintenance

REVIEWED AS TO CONTENT:

Scott Dowell, Administrative Services Director*

*Reviewed by Finance and Information Systems

CITY OF CHICO - PROFESSIONAL SERVICES AGREEMENT

BUTTE COUNTY RESOURCE CONSERVATION DISTRICT

Architect/Consultant/Engineer

VEGETATIVE FUELS MANAGEMENT PLAN

Project Title

300-000-8800/50438-300-4120/4140

Budget Account Number

EXHIBIT A

DESCRIPTION OF PROJECT

The Consultant shall provide project management and CEQA review services to the City of Chico (City) to assist the City in preparing a Vegetative Fuels Management Plan (VFMP) for Bidwell Park and other City-owned parks and greenways ("Project"). The services to be provided are necessary to fulfill the scope of work and requirements of the CAL FIRE Community Wildfire Prevention Grant #5GA18210 awarded to the City in May 2019.

The services also include, but are not limited to, GIS analysis, preparation of all necessary CEQA surveys and documents, and oversight of subcontractors, volunteers, and CSU, Chico interns needed to complete the Project. The Project will also identify and provide CEQA review for five (5) potential vegetative fuel reduction projects that may be implemented by the City in the future.

CITY OF CHICO - PROFESSIONAL SERVICES AGREEMENT

BUTTE COUNTY RESOURCE CONSERVATION DISTRICT

Architect/Consultant/Engineer

VEGETATIVE FUELS MANAGEMENT PLAN

Project Title

300-000-8800/50438-300-4120/4140

Budget Account Number

EXHIBIT B

SCOPE OF PROFESSIONAL SERVICES - BASIC; COMPLETION SCHEDULE

Scope of Professional Services - Basic

The Consultant shall provide professional services as follows:

1. PROJECT MANAGEMENT

- 1.1. Provide geographical Information System (GIS) analysis as needed
 - 1.1.1. Create GIS polygons based on 5 Projects boundaries
- 1.2. Oversee subcontractors
- 1.3. Coordination of volunteer workdays as needed,
- 1.4. Supervision of CEQA interns retained through the CSU Chico Research Foundation.

2. VEGETATIVE FUELS MANAGEMENT PLAN (VFMP)

- 2.1. Assist in the preparation of a Draft and Final VFMP for City Review
- 2.2. Conduct a synthesis of subcontractor's reports,
- 2.3. If requested by the City, provide a Registered Professional Forester to review and ensure the VFMP meets the requirements of the California Board of Forestry and other relevant statutes.
- 2.4. Assist in the identification of locations and boundaries for five (5) potential vegetative fuel reduction implementation projects in Bidwell Park and city greenways.
- 2.5. If requested by the City, attend public, Park Commission, and/or City Council meetings regarding the VFMP

3. ENVIRONMENTAL REVIEW SERVICES

- 3.1. Performing or causing to be performed by subcontractors all necessary biological (bird, botany, and wildlife) and archeological surveys and reviews.
- 3.2. Composing and filing defensible and useful CEQA document(s) and any pertinent permit(s) from regulatory agencies for the VFMP and the five (5) potential vegetative fuel reduction projects.
- 3.3. Conducting public outreach and education processes in coordination with other contractors and City staff.

Services to be Provided by City

1. Prepare and execute contracts with CSU, Chico and other subcontractors to: conduct CEQA surveys, prepare the fire risk analysis, and to compose the VFMP and other services needed to complete the Project.
2. Provide personnel for grant administration, field work as needed, and volunteer recruitment and coordination.
3. Payment of all the necessary regulatory permit and filing fees for the VFMP and the five identified vegetative fuel reduction projects.

Completion Schedule

The Consultant shall complete all services outlined herein by April 30, 2021.

CITY OF CHICO - PROFESSIONAL SERVICES AGREEMENT

BUTTE COUNTY RESOURCE CONSERVATION DISTRICT

Architect/Consultant/Engineer

VEGETATIVE FUELS MANAGEMENT PLAN

Project Title

300-000-8800/50438-300-4120/4140

Budget Account Number

EXHIBIT C

COMPENSATION

Compensation for the services outlined herein shall be paid monthly, based upon actual invoices received to be paid in accordance with the following schedule of hourly rates. Total maximum compensation for the services shall not exceed **\$84,000.00**.

GIS Technician 1 (office compilation & mapping)	\$45.00 per hour
GIS Technician 2 (office compilation & mapping)	\$55.00 per hour
GIS Technician 1 (field data collection)	\$50.00 per hour*
GIS Technician 2 (field data collection)	\$60.00 per hour*
Botanical & Ecological Evaluation Technician 1 (office)	\$65.00 per hour
Botanical & Ecological Evaluation Technician 2 (office)	\$75.00 per hour
Botanical & Ecological Evaluation Technician 1 (field)	\$70.00 per hour*
Botanical & Ecological Evaluation Technician 2 (field)	\$80.00 per hour*
Professional Forester	\$150.00 per hour*
Preparation of CEQA & NEPA documents	\$85.00 per hour
Engineering Technician 1	\$65.00 per hour*
Grant Application/Consultation	\$55.00 per hour
Secretarial Technician	\$40.00 per hour
General Laborer	\$35.00 per hour*

Travel and Other Expenses

- | | |
|---|---------------|
| 1. Document reproduction, materials, mail, etc..... | Actual Cost |
| 2. Mileage to and from job site, calculated from the BCRCD office | \$0.545/Mile* |

CITY OF CHICO - PROFESSIONAL SERVICES AGREEMENT

BUTTE COUNTY RESOURCE CONSERVATION DISTRICT

Architect/Consultant/Engineer

VEGETATIVE FUELS MANAGEMENT PLAN

Project Title

300-000-8800/50438-300-4120/4140

Budget Account Number

EXHIBIT D

INSURANCE PROVISIONS

General Liability Insurance

Consultant/Contractor shall obtain commercial general liability insurance (occurrence policy form) from one or more U.S. domiciled insurance companies licensed to do business in the State of California with an A.M. Best Company rating of "B" or better or, in the alternative, an unlicensed U.S. domiciled company or companies with an "A" rating, which provides coverage for bodily injury, personal injury and property damage liability in the amount of at least \$1,000,000 per occurrence, and \$2,000,000 in the aggregate, with a maximum policy deductible of \$5,000, or as approved by the City's Human Resources and Risk Management Office.

It shall be a requirement under this agreement that any available insurance proceeds broader than or in excess of the specific minimum Insurance coverage requirements and/or limits shall be available to the Additional Insured. Furthermore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of coverage of any Insurance policy or proceeds available to the named Insured, whichever is greater.

The insurance coverage required herein shall be evidenced by a certificate of insurance with policy endorsements and shall be executed by an authorized official of the insurer(s). In addition to the limits of coverage described above, the certificate of insurance shall provide that the insurer shall provide to City at least 30 days prior notice of cancellation or material change in coverage, or 10 days prior notice of cancellation for non-payment.

Consultant/Contractor acknowledges and agrees that City of Chico, its officers, boards and commissions, and members thereof, its employees and agents, are covered as additional insureds with respect to any liability arising out of the activities of Consultant/Contractor as the named insured. Such additional insured status shall be evidenced by a policy endorsement executed by an authorized official of the insurer(s). A blanket endorsement which provides additional insured status to any person or organization with whom Consultant/Contractor, as named insured, has entered into a written contract, such as this Agreement, shall satisfy this requirement.

The insurance coverage required herein shall be primary and non-contributory insurance with respect to the City of Chico, its officers, officials and employees. Any insurance or self-insurance maintained by the City of Chico, its officers, officials or employees shall be in excess of the insurance afforded to the named insured by the insurance coverage required herein and shall not contribute to any loss. Such primary insurance status shall be evidenced by a policy endorsement issued by an authorized official of the insurer(s), and shall be at least as broad as CG 20 01 04 13. In the alternative, a letter issued by an authorized official of the insurer(s) and copies of the pertinent page(s) of the policy shall satisfy this requirement.

The limits of Insurance required in this agreement may be satisfied by a combination of primary and umbrella or excess Insurance. Any umbrella or excess Insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of City of Chico (if agreed to in a written contract or agreement) before City of Chico's self-insurance shall be called upon to protect it as a named insured.

All self-insured retentions (SIR) must be disclosed to the City's Human Resources and Risk Management Office for approval and shall not reduce the limits of liability. Policies containing any (SIR) provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named Insured or City of Chico. City of Chico reserves the right to obtain a full certified copy of any Insurance policy or endorsements. Failure to exercise this right shall not constitute a waiver of right to exercise later.

Automobile Liability Insurance

Consultant/Contractor shall obtain automobile liability insurance from one or more U.S. domiciled insurance companies licensed to do business in the State of California with an A.M. Best Company rating of "B" or better which provides coverage for bodily injury, personal injury, and property damage liability in the amount of at least \$500,000 combined single limit for each occurrence. Evidence of such coverage shall be maintained by Consultant/Contractor and provided to City upon request.

Subconsultant/Subcontractor Insurance

Consultant/Contractor agrees to include with all subconsultants/subcontractors in their subcontract the same requirements and provisions of this agreement including the indemnity and Insurance requirements to the extent they apply to the scope of the subconsultant/subcontractor's work. Subconsultant/Subcontractor agrees to be bound to Consultant/Contractor and City of Chico in the same manner and to the same extent as Consultant/Contractor is bound to City of Chico under the agreement. Subconsultant/Subcontractor further agrees to include the same requirements and provisions of this agreement, including the indemnity and Insurance requirements, with any Sub-subconsultant/Sub-subcontractor to the extent they apply to the scope of the Sub-subconsultant/Sub-subcontractor's work.

A copy of the City of Chico Insurance Provisions will be furnished to the subconsultant/subcontractor upon request. Evidence of such coverage shall be maintained by Consultant/Contractor and provided to City upon request.

Workers' Compensation Insurance

Consultant/Contractor shall, at Consultant/Contractor's expense, purchase and maintain in full force and effect workers' compensation insurance as required by Federal and State of California law. Consultant/Contractor shall also require all of Consultant's subconsultants/subcontractors to maintain this insurance coverage. Proof of workers' compensation insurance or other documentation acceptable to City evidencing such insurance coverage shall be provided by Consultant/Contractor or Consultant/Contractor's subconsultants/subcontractors to City upon request.

Subrogation

Consultant/Contractor shall agree to waive all rights of subrogation against City for losses arising from Services performed by the Consultant/Contractor or Consultant/Contractor's subconsultants/subcontractors for City under this Agreement.

Indemnity

Consultant/Contractor/Subconsultant/Subcontractor's responsibility for such defense and indemnity obligations shall survive the termination or completion of this agreement for the full period of time allowed by law.

The defense and indemnification obligations of this agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this agreement.

Professional Liability Insurance

Consultant/Contractor shall obtain professional liability (errors and omissions) insurance, with a minimum \$500,000 limit, from one or more U.S. domiciled insurance companies licensed to do business in the State of California with an A.M. Best Company rating of "B" or better providing coverage for services rendered to City under this Agreement.

Said insurance coverage shall be evidenced by a certificate of insurance which shall be executed by an authorized official of the insurer(s). In addition to the limits of coverage described above, the certificate of insurance shall provide that the insurer shall provide to City at least 30 days prior notice of cancellation or material change in coverage, or 10 days prior notice of cancellation for non-payment.

CITY OF CHICO - PROFESSIONAL SERVICES AGREEMENT

BUTTE COUNTY RESOURCE CONSERVATION DISTRICT

Architect/Consultant/Engineer

VEGETATIVE FUELS MANAGEMENT PLAN

Project Title

300-000-8800/50438-300-4120/4140

Budget Account Number

EXHIBIT E

CONFLICT OF INTEREST PROVISIONS

NONE.

CITY OF CHICO - PROFESSIONAL SERVICES AGREEMENT

BUTTE COUNTY RESOURCE CONSERVATION DISTRICT

Architect/Consultant/Engineer

VEGETATIVE FUELS MANAGEMENT PLAN

Project Title

300-000-8800/50438-300-4120/4140

Budget Account Number

EXHIBIT F

SPECIAL PROVISIONS

NONE.

Memorandum of Understanding South Lassen Watersheds Group

This Memorandum of Understanding (MOU) is hereby made and entered into by participating members of The South Lassen Watersheds Group (SLWG).

Mission Statement: The SLWG works collaboratively to identify, advance, support and enable projects on public and private land in the North Fork Feather River/Upper Deer Creek/Upper Mill Creek watersheds to reduce the risk of catastrophic wildfire, and improve ecological resilience, watershed condition and function, and local community health and socioeconomic conditions.

Participating SLWG members agree to commit resources to this collaborative work including but not limited to:

- Time and effort for consistent representation at SLWG in-person meetings and subcommittee meetings/phone calls;
- Adherence to ground rules and respectful discourse at all meetings;
- Working collaboratively to formulate reasonable and constructive alternatives that, to the extent practicable, respond to respective opinions in group decisions; and,
- Development of realistic timelines for proposed projects.

Participating members also agree to the following goals for the SLWG, with the understanding that this list is adaptive. In pursuit of the following, participating members will consider the consequences of climate change and its effects on achieving stated goals through the 21st century. In project planning and implementation, participating members agree both to seek integration of Traditional Ecological Knowledge of the Maidu people, and to work with other stakeholder groups as appropriate. Finally, in enacting management, participating members agree to apply specific strategies listed below as appropriate and feasible based on their respective jurisdictions and legal requirements.

Forests, fuels, and fire

1. Strategically locate fuelbreaks to reduce the risk of high severity fire;
2. Implement fuel reductions that increase the potential to use managed wildfire to achieve forest and watershed restoration;
3. Reduce fuel loading in the wildland-urban interface, and manage risks to life and property;
4. Manage fuels and fire to enhance watershed health; and,
5. Manage carbon storage, maximizing sequestration and mitigating large-scale emission events.

Hydrology and water resources

1. Manage project area watersheds, including meadows and wetlands, to sustain/enhance native species and their habitat;

2. Manage community recharge areas to protect water sources from the effects of damaging wildfire and from reduced groundwater infiltration or excessive siltation;
3. Support and advance the efforts of existing area watershed groups and conservancies to monitor water quality and aquatic habitat, including the development of long-term data sets to evaluate project and climate change impacts.

Local benefits

1. Utilize biomass at multiple scales - including community and tribal biomass projects - to benefit communities and advance landscape-scale forest and fuels management;
2. Enhance economies within these watersheds by promoting nature-based sustainable jobs, recreation, and through youth education and career learning opportunities;
3. Enhance public access to open space by selecting projects with multiple benefits where possible;
4. Promote conservation of, and enhance interpretive opportunities for, historic and cultural sites and landscapes, as appropriate; and,
5. Increase public awareness of collaborative activities through highly visible projects and interpretive materials.

SLWG MOU Approval Signatures:

Feather River RCD
SLWG Member Organization

[Signature]
Representative's Signature and Date

USDA-NRCS Quincy Local Partnership Office
SLWG Member Organization

Dan Madigan 12/6/2018
Representative's Signature and Date

Sierra Pacific Industries
SLWG Member Organization

Mike Mital 12/6/2018
Representative's Signature and Date

Northern Sierra Area Manager

LASSEN VOLCANIC NATIONAL PARK
SLWG Member Organization

Jim Richardson 12/18/18
Representative's Signature and Date

Lake Almanor Watershed group
SLWG Member Organization

[Signature] 1/10/19
Representative's Signature and Date

Lake Almanor Watershed Group
SLWG Member Organization

Bridie Johnston, Co-Chair 1/10/201
Representative's Signature and Date

Point Blue Conservation Science
SLWG Member Organization

[Signature] 2/7/19
Representative's Signature and Date

Maidu Summit Consortium
SLWG Member Organization

Benjamin D. Cunningham 2/12/2019
Representative's Signature and Date

SLWG Member Organization

Representative's Signature and Date

SLWG Member Organization

Representative's Signature and Date



AMERICAN FORESTS

Wolfgang Rougle
Butte County Resource Conservation District
150 Chuck Yeager Way - Suite A
Oroville, CA 95965

American Forests' Grant Agreement

For the 2021-2022 Concow Resilience Project, the Butte County Resource Conservation District agrees to:

- 1) Support the planting of 35,174 ponderosa pine for \$24,390.00 USD.
 - a) 22,874 trees are expected to be planted in Spring 2021 for \$15,610.00 USD.
 - b) 12,300 trees are expected to be planted in Spring 2022 for \$8,780.00 USD.
- 2) Immediately notify American Forests if there is a possible delay in planting.
 - a) All modifications to this agreement must be made in writing.
- 3) Grants made through American Forests are closed upon completion of project deliverables including (but not limited to): photos of the newly planted trees and final narrative and financial report.
- 4) Follow Communications Guidelines outlined in the Appendix at the end of this document. Communications to the public and financial sponsors is a critical part of American Forests' mission. The appended requirements outline our basic need to effectively communicate with you.
- 5) Continue periodic communication with American Forests after tree planting/grant completion to assess success of project.
- 6) Complete project by Spring 2022 or notify of changes beforehand. Completion includes trees planted, project updates, photos taken before, during, and after planting, and invoice submitted.
- 7) Submit completed Final Project Report forms verifying plantings met all objectives by June 15th, 2021 (first planting) and June 15th, 2022 (second planting). Report forms will be provided by American Forests.
- 8) Monitor results to determine if project design and performance standards match the project objectives. Provide any monitoring information or data relevant to project site including, but not limited to, baseline, mid-term, project completion or other long-term measures. (Grantee will retain all rights to data/research).
- 9) Provide support to American Forests and its agents should there be a site visit to the project.
- 10) Neither party shall be held responsible for any failure or delay in the performance of its obligations under this Agreement arising out of or caused, directly or indirectly, by circumstances beyond their reasonable control, including without limitation, acts of God, natural disasters, labor disputes, loss or malfunctions of utilities, computer (hardware or software) or communication service, accidents, or governmental actions.

Primary American Forests contacts are:

Brittany Dyer
California State Director
bdyer@americanforests.org
520.235.6855

Austin Rempel
Manager of Forest Restoration
arempel@americanforests.org
202.370.4519

Primary Butte County Resource Conservation District contact:

Wolfgang Rougle
Forest Health Watershed Coordinator
wolffy@bercd.org

Please sign this form and email it to arempel@americanforests.org or return it to American Forests, 1220 L Street NW, Suite 750, Washington, DC 20005. Consider this Agreement signed when the signature of a party is delivered by mail, email or facsimile transmission. Signatures transmitted electronically or by facsimile shall have the same effect as original signatures.

By American Forests:

By Butte County Resource Conservation District:

Signature	Date
James A. Daley President and CEO 1220 L Street NW, Suite 750 Washington, DC 20005	

Signature	Date
Dave Lee Chairman, Board of Directors 150 Chuck Yeager Way Ste A, Oroville, CA 95965	



AMERICAN FORESTS

Communications Addendum to American Forests Partner Agreements

- 1) Submit high resolution photos (at least 300 dpi) of the site(s) before the planting project occurs. We would appreciate pre-planting photos with dates, GPS coordinates (lat-long) of the site, and your proposed planting dates in advance of planting.
- 2) By submitting these resources and images to American Forests, you, the partner organization, are granting American Forests use of these materials. Materials provided may be used on multiple media outlets, including, but not limited to: internet, electronic media and print.
- 3) Provide American Forests with additional photos, video, news clippings, releases, or other appropriate materials available associated with your project, including planting events – people (including kids) at work, group photos, scene photos and close-ups with trees. Email the photos to your grant contact at American Forests.
- 4) Inform American Forests of all tree planting events, volunteer activities, or media opportunities, as soon as they are on the calendar and at least 30-days in advance of the scheduled date, including:
 - a. Site preparation
 - b. Tree plantings and other restoration actions
 - c. Volunteer activities
 - d. Visits or tours by civic or forestry leaders and experts
 - e. Monitoring
- 5) Please advise or inform American Forests about:
 - a. Relationships with local media that have generated coverage in the past
 - b. Interest or planned visit from media
 - c. When media contacts you, please advise them of American Forests' support for the project
 - d. Provide American Forests with their contact info and the interested media with contact info for American Forests' communications department (mwoestehoff@americanforests.org) and your grant contact.
- 6) Send us a draft copy of press releases related to American Forests-supported projects and or other promotional material (including social media tags and proposed posts) in advance of distributing them, with at least a 72-hour turn-round time to review it – and we can support your efforts by promoting the event or news item from our end.

CITY OF CHICO - PROFESSIONAL SERVICES AGREEMENT

BUTTE COUNTY RESOURCE CONSERVATION DISTRICT
Architect/Consultant/Engineer

UPPER BIDWELL PARK SEDIMENT REDUCTION PROJECT
Project Title

MAJGC/50303-300-4120/4140
Budget Account Number

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THIS PROFESSIONAL SERVICES AGREEMENT (Agreement) is entered into on _____, between the City of Chico, a municipal corporation under the laws of the State of California, (City) and Butte County Resource Conservation District, a special district under the laws of the State of California,, (Consultant).

SECTION 1 - DESCRIPTION OF PROJECT

City desires to undertake that certain project (Project) described in EXHIBIT A, entitled “DESCRIPTION OF PROJECT,” and to engage Consultant to provide the required professional services relating to the Project.

SECTION 2 - SCOPE OF PROFESSIONAL SERVICES - BASIC; COMPLETION SCHEDULE

Consultant shall perform those basic professional services in connection with the Project as are set forth more particularly in EXHIBIT B, entitled “SCOPE OF PROFESSIONAL SERVICES - BASIC; COMPLETION SCHEDULE,” and shall complete said professional services in accordance with the completion schedule for professional services as incorporated in EXHIBIT B.

SECTION 3 - SCOPE OF PROFESSIONAL SERVICES - ADDITIONAL; COMPLETION SCHEDULE

City and Consultant agree that it may be necessary, in connection with the Project, for Consultant to perform or secure the performance of professional services other than those set forth in EXHIBIT B. In each such instance, Consultant shall advise City, in advance and in writing, of the need for such additional professional services, their cost and the estimated time, if appropriate, required to perform them. Consultant shall not proceed to perform any such required

additional professional service until City has determined that such professional service is beyond the scope of the basic professional service to be provided, is required, and has given its written authorization to perform or obtain it. Each additional professional service so authorized shall constitute an amendment to this Agreement, shall be identified and sequentially numbered as “Amendment No. 1” and so forth, shall be subject to all of the provisions of this Agreement, and shall be incorporated into EXHIBIT B accordingly.

SECTION 4 - COMPENSATION

Consultant shall be compensated for professional services rendered to City pursuant to this Agreement periodically in the amounts, manner and in accordance with the payment schedule as set forth in EXHIBIT C, entitled “COMPENSATION.” Amounts due to Consultant from City for professional service rendered shall be evidenced by the submission to City by Consultant of an invoice, prepared in a form satisfactory to City, setting forth the amount of compensation due for the period covered by it. Each such invoice shall be forwarded to City so as to reach it on or before the 15th day of the month next following the month or months, or other applicable period, for which the professional service invoiced were provided. All such invoices shall be in full accord with any and all applicable provisions of this Agreement. City will make payment on each such invoice within 30 days of receipt of it. However, if Consultant submits an invoice which is incorrect, incomplete, or not in accord with the provisions of this Agreement, then City shall not be obligated to process any payment to Consultant until a correct and complying invoice has been submitted.

SECTION 5 - RESPONSIBILITY OF CONSULTANT

By executing this Agreement, Consultant warrants to City that Consultant possesses, or will arrange to secure from others, all of the necessary professional capabilities, experience, resources and facilities necessary to provide to City the professional services under this Agreement. In procuring the professional services of others to assist Consultant in performing the professional services set forth at EXHIBIT B or additional professional services under SECTION 3 of this Agreement, Consultant shall not employ or otherwise obtain the professional services of any person or entity known to Consultant or City to have, or be likely to develop during the term of this Agreement, an interest that is personally, or professionally, or financially adverse to any interest of City. Consultant will follow the best current, generally accepted professional practices in performing tests and procedures, making findings, rendering opinions, preparing factual presentations and providing professional advice and recommendations regarding professional services rendered under this Agreement.

SECTION 6 - RESPONSIBILITY OF CITY

To the extent appropriate to the Project contemplated by this Agreement, City shall:

6.1 Assist Consultant by placing at Consultant’s disposal all available information pertinent to the Project, including previous reports and any other data relative to design and construction of the Project.

6.2 Guarantee access to and make all provisions for Consultant to enter upon public and private property as required for Consultant to perform Consultant’s professional services.

6.3 Examine all studies, reports, sketches, drawings, specifications, proposals, and other documents prepared and presented by Consultant, and render verbally or in writing as may be appropriate, decisions pertaining thereto within a reasonable time so as not to delay the progress of the services by Consultant.

6.4 Designate in writing a person to act as City's representative with respect to the services to be performed under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define City's policies and decisions with respect to materials, equipment, elements and systems pertinent to Consultant's professional services.

6.5 Give prompt written notice to Consultant whenever City observes or otherwise becomes aware of any defect in the Project.

6.6 Furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.

SECTION 7 - INDEMNIFICATION

To the fullest extent permitted by law, Consultant shall defend (with counsel of City's choosing), indemnify and hold City, its officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, related to, or incident to any alleged acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the services provided under this Agreement, including without limitation the payment of all consequential damages, expert witness fees and attorneys' fees and other related costs and expenses. Consultant shall reimburse City and its officials, officers, employees, agents, and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided.

Consultant's responsibility for such defense and indemnity obligations shall survive the termination or completion of this Agreement for the full period of time allowed by law. The defense and indemnification obligations of this Agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Agreement. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by City, its directors, officials, officers, employees, agents, or volunteers. Consultant's obligation to indemnify, defend and hold harmless the City, its officers, employees and agents for claims involving "Professional Liability" claims involving acts, errors or omissions in the rendering of professional services (as defined in Civil Code section 2782.8(2), specifically, architects (Business & Professions Code section 5500), landscape architects (Business & Professions Code section 5615), professional engineers (Business & Professions Code section 6701), and professional land surveyors (Business & Professions Code section 8701)), shall be limited to the extent caused by Consultant's negligent acts, errors or omissions.

SECTION 8 - INSURANCE

Any requirements by City that Consultant carry general liability, errors and omissions, or any other type of insurance in connection with the services to be performed and/or professional services to be rendered by Consultant pursuant to this Agreement shall be as set forth in EXHIBIT D, entitled "INSURANCE PROVISIONS."

SECTION 9 - GENERAL PROVISIONS

9.1 Access to Records

Consultant shall maintain all books, records, documents, accounting ledgers, and similar materials relating to services performed for City under this Agreement on file for at least four years following the date of final payment to Consultant by City. Any duly authorized representative(s) of City shall have access to such records for the purpose of inspection, audit and copying at reasonable times, during Consultant's usual and customary business hours. Consultant shall provide proper facilities to City's representative(s) for access and inspection. Consultant shall be entitled to reasonable compensation for time and expenses related to such access and inspection activities, which shall be considered to be an additional professional service to City, falling under the provisions of SECTION 3 of this Agreement.

9.2 Assignment

This Agreement is binding on the heirs, successors, and assigns of the parties hereto and shall not be assigned by either City or Consultant without the prior written consent of the other.

9.3 Changes to Scope of Services - Basic Professional Services

City may at any time, upon a minimum of 10 days written notice, modify the scope of basic professional services to be provided under this Agreement. Consultant shall, upon receipt of said notice, determine the impact on both time and compensation of such change in scope and notify City in writing. Upon agreement between City and Consultant as to the extent of said impacts to time and compensation, an amendment to this Agreement shall be prepared describing such changes. Execution of the amendment by City and Consultant shall constitute the Consultant's notice to proceed with the changed scope.

9.4 Compliance with Laws, Rules, Regulations

All professional services performed by Consultant pursuant to this Agreement shall be performed in accordance and full compliance with all applicable Federal, State, or City statutes, and any rules or regulations promulgated thereunder.

9.5 Conflict of Interest Code Applicability

If City's City Manager has determined that one or several of Consultant's Principal(s) or Project Manager(s) are subject to the provisions of Section 2R.04.180 of the Chico Municipal Code (the City's Conflict of Interest Code), then each such person will be required to comply with the provisions of said Code in connection with the professional services they render to the City under this Agreement. In such event, City's requirements are set forth in EXHIBIT E, entitled "CONFLICT OF INTEREST PROVISIONS," to this Agreement.

9.6 Exhibits Incorporated

All Exhibits attached to and referred to in this Agreement are hereby incorporated by this reference.

9.7 Independent Contractor

City and Consultant agree that the relationship between them created by this Agreement is that of an employer-independent contractor. Consultant shall be solely responsible for the conduct and control of the services performed under this Agreement. Consultant shall be free to render professional consulting services to others during the term of this Agreement, so long as such activities do not interfere with or diminish Consultant's ability to fulfill the obligations established herein to City.

9.8 Integration; Amendment

This Agreement represents the entire understanding of City and Consultant as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered in it. This Agreement may not be modified or altered except by amendment in writing signed by both parties.

9.9 Jurisdiction

This Agreement shall be administered and interpreted under the laws of the State of California. Jurisdiction of litigation arising from this Agreement shall be in that state. If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null, and void insofar as it is in conflict with said laws, but the remainder of the Agreement shall continue to be in full force and effect.

9.10 Notice to Proceed; Progress; Completion

Upon execution of this Agreement by the parties, City shall give Consultant written notice to proceed with the services. Such notice may authorize Consultant to render all of the professional services contemplated herein, or such portions or phases as may be mutually agreed upon. In the latter event, City shall, in its sole discretion, issue subsequent notices from time to time regarding further portions or phases of the services. Upon receipt of such notices, Consultant shall diligently proceed with the services authorized and complete it within the agreed time period.

9.11 Ownership of Documents

Title to all documents, designs, drawings, specifications, and the like with respect to services performed under this Agreement shall vest with City at such time as City has compensated Consultant, as provided herein, for the professional services rendered by Consultant in connection with which they were prepared.

9.12 Subcontracts

Consultant shall be entitled, to the extent determined appropriate by Consultant, to subcontract any portion of the services to be performed under this Agreement. Consultant shall be responsible to City for the actions of persons and firms performing subcontract services. The subcontracting of services by Consultant shall not relieve Consultant, in any manner, of the

obligations and requirements imposed upon Consultant by this Agreement.

9.13 Term; Termination

The term of this Agreement shall commence upon City's issuance to Consultant of a notice to proceed for all or a portion of the services, as hereinabove provided, and shall end upon City's acceptance and payment for all or such portion of the services as was authorized by such notice, including any and all retentions. Notwithstanding the foregoing, City may, in its sole discretion, terminate this Agreement at any time and for any reason whatsoever by giving at least 10 days prior written notice of such termination to Consultant. In this latter event, Consultant shall be entitled to compensation for all professional service rendered and services performed for City to the date of such termination.

9.14 Notice

Any notices required to be given pursuant to this Agreement shall be deemed to have been given by their deposit, postage prepaid, in the United States Postal Service or, alternatively, by personal delivery or overnight courier service addressed to the parties as follows:

To City:	City Manager City of Chico P. O. Box 3420 Chico, CA 95927-3420	or	City Manager City of Chico 411 Main Street Chico, CA 95928
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To Consultant: Butte County Resource Conservation District
150 Chuck Yeager Way, Suite A
Oroville, CA 95965

SECTION 10 - SPECIAL PROVISIONS

This Agreement shall include all special provisions, if any, as are set forth on EXHIBIT F, entitled "SPECIAL PROVISIONS."

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the date first set forth above.

CITY:

CONSULTANT:

Mark Orme, City Manager*

By: David Lee, Chair of the Board
Butte County Resource Conservation District

*Authorized pursuant to Section 3.08.060 of the Chico Municipal Code and City of Chico Budget Policy G.6.c.

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

Vincent C. Ewing, City Attorney*

Erik Gustafson, Public Works Director –
Operations & Maintenance

*Pursuant to The Charter of the
City of Chico, Section 906(D)

REVIEWED AS TO CONTENT:

Scott Dowell, Administrative Services Director*

*Reviewed by Finance and Information Systems

DRAFT

CITY OF CHICO - PROFESSIONAL SERVICES AGREEMENT

BUTTE COUNTY RESOURCE CONSERVATION DISTRICT

Architect/Consultant/Engineer

UPPER BIDWELL PARK SEDIMENT REDUCTION PROJECT

Project Title

MAJGC/50303-300-4120/4140

Budget Account Number

EXHIBIT A

DESCRIPTION OF PROJECT

The Consultant shall provide project management and CEQA review services to the City of Chico (“City”) to assist the City in implementing the Upper Bidwell Park Road and Trail Sediment Assessment and Reduction Project (“Project”). The services to be provided are necessary to improve the Upper Bidwell Park Road, and to assess applicable trails and 10-Mile House Road to reduce sediment from entering Big Chico Creek. The work shall be in accordance with the City’s 2019 Nonpoint Source Grant Program Project (Agreement #SWRCB000000000D191351100 with the State Water Resources Control Board).

The services include, but are not limited to, GIS analysis, preparation of surveys and documents for environmental review and regulatory permits, development of sediment reduction action plans, construction management, subcontractor oversight, and public outreach to complete the Project.

DRAFT

CITY OF CHICO - PROFESSIONAL SERVICES AGREEMENT

BUTTE COUNTY RESOURCE CONSERVATION DISTRICT

Architect/Consultant/Engineer

UPPER BIDWELL PARK SEDIMENT REDUCTION PROJECT

Project Title

MAJGC/50303-300-4120/4140

Budget Account Number

EXHIBIT B

SCOPE OF PROFESSIONAL SERVICES - BASIC; COMPLETION SCHEDULE

Scope of Professional Services - Basic

The Consultant shall provide professional services as follows:

A. PROJECT ADMINISTRATION AND MANAGEMENT

1. Provide technical and administrative services to assist the City to:
 - a. Monitor, supervise, and review all work performed to complete the Project.
 - b. Submit quarterly progress and financial reports to the funding agency;
 - c. Coordinate budgeting and scheduling to ensure the Project is completed on schedule and within budget.
2. Attend periodic and final site visits with the funding agency.

B. ENVIRONMENTAL REVIEW AND PERMITS

1. Prepare CEQA review and obtain necessary permits for implementation of the Project to include the following:
 - a. Biological, botanical, and archaeological surveys and reports
 - b. Submit necessary permit applications, such as Lake or Streambed Alteration Agreements (1600“permit), to the pertinent regulatory agencies.
 - c. Prepare draft Initial Study/Mitigated Negative Declaration (IS/MND) for the Project, circulate for public comments, and respond to any comments received.
 - d. Finalize the IS/MND and CEQA Notice of Determination with the State Clearinghouse

C. UPPER BIDWELL PARK ROAD IMPROVEMENT PROJECT

1. Assist the City in obtaining consultants and licensed contractor(s) to implement and construct the Upper Bidwell Park Road improvements by.
 - a. Flagging and staking road drainage treatments and site-specific treatment components in the field in preparation for the bid solicitation.
 - b. Developing plans and specifications for the bid package.
 - c. Responding to Requests for Information (RFIs) and Addendums during the bid process.
 - d. Reviewing bids based on best value (experience, qualifications and cost).
2. Provide construction management services to:
 - a. Establish permanent photo-point monitoring stations for pre-, during, and post-construction photo monitoring
 - b. Provide a professional geologist to oversee the construction activities.
 - c. Review submittals, RFIs, and conduct site inspections throughout the construction process.
 - d. Prepare punch lists and conduct final inspection for completion.

D. SEDIMENT SOURCE INVENTORY (10 MILE HOUSE ROADS AND TRAILS)

1. Conduct aerial photo analysis using historic photo data sets to identify large erosion features, channel disturbances over time, and road/trail construction history.
2. Conduct a field inventory of sediment sources along the 10-Mile House Road and Upper Park trails to:
 - a. Calculate potential future erosion volumes at each stream crossings to determine potential future sediment savings.
 - b. Calculate drainage area and peak flow calculations to all stream crossings to determine the appropriately sized culverts or drainage structures for the 100-year return interval flood flow.
 - c. Identify fish passage barriers, if any, and possible sediment delivery features.
3. Identify treatable sediment locations and provide a map of the road and trail segments.

E. SEDIMENT TREATMENT ACTION PLANS

1. Create Geographical Information Systems (GIS) site maps(s) using information collected through the inventory process showing the type of erosion at each site.
2. Prioritize the inventoried erosion sites based on potential future sediment savings, treatment cost effectiveness, and other relevant factors.
3. Prepare a Draft Action Plan that will include descriptions of the inventoried sediment sources in the field survey data, a summary of the prioritization process that was employed, and site- specific sediment reduction treatment recommendations for all inventoried sites.
4. Complete the Final Action Plan for implementing sediment reduction treatments and prepare a summary addressing all comments received from the Draft Action Plan.

F. PUBLIC WORKSHOPS:

1. Assist the City in establishing a Technical Advisory Committee (TAC) and to conduct up to four (4) TAC meetings to solicit input throughout the Project.
2. Attend at least four (4) workshops or meetings to inform the public and interested stakeholders regarding:
 - a. The goals, scope, and timeline for the Upper Bidwell Park Road and Trail Improvement Project,
 - b. Identified sediment treatment Action Plans for erosion control problems on Upper Park trails and 10-Mile House Road

Services to be Provided by City

1. Provide Consultant any available data, documents or other information needed to complete the project.
2. Provide personnel for project grant administration, field supervision, and public outreach coordination.
3. Prepare and execute contracts with the construction contractor and other subcontractors and consultants as needed to complete the Project.
4. Payment of all the necessary regulatory permits and filing fees for the Project.

Completion Schedule

The Consultant shall complete all services outlined herein by June 30, 2022.

CITY OF CHICO - PROFESSIONAL SERVICES AGREEMENT

BUTTE COUNTY RESOURCE CONSERVATION DISTRICT

Architect/Consultant/Engineer

UPPER BIDWELL PARK SEDIMENT REDUCTION PROJECT

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EXHIBIT C

COMPENSATION

Compensation for the services outlined herein shall be paid monthly, based upon actual invoices received to be paid in accordance with the following schedule of hourly rates. Total maximum compensation for the services shall not exceed **\$305,000.00**.

Clerical Staff	\$45.00 per hour
Project Lead	\$65.00 per hour
Project Manager	\$50.00 per hour
Botanical & Ecological Staff	\$65.00 per hour
Cultural Evaluation Staff	\$75.00 per hour
GIS Technician	\$75.00 per hour
Technical Staff	\$80.00 per hour
CEQA Staff	\$85.00 per hour
Project Manager	\$105.00 per hour
Professional Geologist	\$115.00 per hour
Principal Geologist	\$140.00 per hour

Travel and Other Expenses

1. Subcontractor Per Diem, lodging, materials, supplies.....\$18,402.00
2. Document reproduction, mail, etc..... Actual Cost
3. Mileage to and from Project site..... \$0.545/Mile

CITY OF CHICO - PROFESSIONAL SERVICES AGREEMENT

BUTTE COUNTY RESOURCE CONSERVATION DISTRICT

Architect/Consultant/Engineer

UPPER BIDWELL PARK SEDIMENT REDUCTION PROJECT

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EXHIBIT D

INSURANCE PROVISIONS

General Liability Insurance

Consultant/Contractor shall obtain commercial general liability insurance (occurrence policy form) from one or more U.S. domiciled insurance companies licensed to do business in the State of California with an A.M. Best Company rating of “B” or better or, in the alternative, an unlicensed U.S. domiciled company or companies with an “A” rating, which provides coverage for bodily injury, personal injury and property damage liability in the amount of at least \$1,000,000 per occurrence, and \$2,000,000 in the aggregate, with a maximum policy deductible of \$5,000, or as approved by the City’s Human Resources and Risk Management Office.

It shall be a requirement under this agreement that any available insurance proceeds broader than or in excess of the specific minimum Insurance coverage requirements and/or limits shall be available to the Additional Insured. Furthermore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of coverage of any Insurance policy or proceeds available to the named Insured, whichever is greater.

The insurance coverage required herein shall be evidenced by a certificate of insurance with policy endorsements and shall be executed by an authorized official of the insurer(s). In addition to the limits of coverage described above, the certificate of insurance shall provide that the insurer shall provide to City at least 30 days prior notice of cancellation or material change in coverage, or 10 days prior notice of cancellation for non-payment.

Consultant/Contractor acknowledges and agrees that City of Chico, its officers, boards and commissions, and members thereof, its employees and agents, are covered as additional insureds with respect to any liability arising out of the activities of Consultant/Contractor as the named insured. Such additional insured status shall be evidenced by a policy endorsement executed by an authorized official of the insurer(s). A blanket endorsement which provides additional insured status to any person or organization with whom Consultant/Contractor, as named insured, has entered into a written contract, such as this Agreement, shall satisfy this

requirement.

The insurance coverage required herein shall be primary and non-contributory insurance with respect to the City of Chico, its officers, officials and employees. Any insurance or self-insurance maintained by the City of Chico, its officers, officials or employees shall be in excess of the insurance afforded to the named insured by the insurance coverage required herein and shall not contribute to any loss. Such primary insurance status shall be evidenced by a policy endorsement issued by an authorized official of the insurer(s) and shall be at least as broad as CG 20 01 04 13. In the alternative, a letter issued by an authorized official of the insurer(s) and copies of the pertinent page(s) of the policy shall satisfy this requirement.

The limits of Insurance required in this agreement may be satisfied by a combination of primary and umbrella or excess Insurance. Any umbrella or excess Insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of City of Chico (if agreed to in a written contract or agreement) before City of Chico's self-insurance shall be called upon to protect it as a named insured.

All self-insured retentions (SIR) must be disclosed to the City's Human Resources and Risk Management Office for approval and shall not reduce the limits of liability. Policies containing any (SIR) provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named Insured or City of Chico. City of Chico reserves the right to obtain a full certified copy of any Insurance policy or endorsements. Failure to exercise this right shall not constitute a waiver of right to exercise later.

Automobile Liability Insurance

Consultant/Contractor shall obtain automobile liability insurance from one or more U.S. domiciled insurance companies licensed to do business in the State of California with an A.M. Best Company rating of "B" or better which provides coverage for bodily injury, personal injury, and property damage liability in the amount of at least \$500,000 combined single limit for each occurrence. Evidence of such coverage shall be maintained by Consultant/Contractor and provided to City upon request.

Subconsultant/Subcontractor Insurance

Consultant/Contractor agrees to include with all subconsultants/subcontractors in their subcontract the same requirements and provisions of this agreement including the indemnity and Insurance requirements to the extent they apply to the scope of the subconsultant/subcontractor's work. Subconsultant/Subcontractor agrees to be bound to Consultant/Contractor and City of Chico in the same manner and to the same extent as Consultant/Contractor is bound to City of Chico under the agreement. Subconsultant/Subcontractor further agrees to include the same requirements and provisions of this agreement, including the indemnity and Insurance requirements, with any Sub-subconsultant/Sub-subcontractor to the extent they apply to the scope of the Sub-subconsultant/Sub-subcontractor's work.

A copy of the City of Chico Insurance Provisions will be furnished to the subconsultant/subcontractor upon request. Evidence of such coverage shall be maintained by

Consultant/Contractor and provided to City upon request.

Workers' Compensation Insurance

Consultant/Contractor shall, at Consultant/Contractor's expense, purchase and maintain in full force and effect workers' compensation insurance as required by Federal and State of California law. Consultant/Contractor shall also require all of Consultant's subconsultants/subcontractors to maintain this insurance coverage. Proof of workers' compensation insurance or other documentation acceptable to City evidencing such insurance coverage shall be provided by Consultant/Contractor or Consultant/Contractor's subconsultants/subcontractors to City upon request.

Subrogation

Consultant/Contractor shall agree to waive all rights of subrogation against City for losses arising from Services performed by the Consultant/Contractor or Consultant/Contractor's subconsultants/subcontractors for City under this Agreement.

Indemnity

Consultant/Contractor/Subconsultant/Subcontractor's responsibility for such defense and indemnity obligations shall survive the termination or completion of this agreement for the full period of time allowed by law.

The defense and indemnification obligations of this agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this agreement.

Professional Liability Insurance

Consultant/Contractor shall obtain professional liability (errors and omissions) insurance, with a minimum \$500,000 limit, from one or more U.S. domiciled insurance companies licensed to do business in the State of California with an A.M. Best Company rating of "B" or better providing coverage for services rendered to City under this Agreement.

Said insurance coverage shall be evidenced by a certificate of insurance which shall be executed by an authorized official of the insurer(s). In addition to the limits of coverage described above, the certificate of insurance shall provide that the insurer shall provide to City at least 30 days prior notice of cancellation or material change in coverage, or 10 days prior notice of cancellation for non-payment.

CITY OF CHICO - PROFESSIONAL SERVICES AGREEMENT

BUTTE COUNTY RESOURCE CONSERVATION DISTRICT

Architect/Consultant/Engineer

UPPER BIDWELL PARK SEDIMENT REDUCTION PROJECT

Project Title

MAJGC/50303-300-4120/4140

Budget Account Number

NONE.

DRAFT

CITY OF CHICO - PROFESSIONAL SERVICES AGREEMENT

BUTTE COUNTY RESOURCE CONSERVATION DISTRICT

Architect/Consultant/Engineer

UPPER BIDWELL PARK SEDIMENT REDUCTION PROJECT

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Budget Account Number

EXHIBIT F

SPECIAL PROVISIONS

NONE.

BUTTE COUNTY RESOURCE CONSERVATION DISTRICT

AGREEMENT FOR SERVICES

The BUTTE COUNTY RESOURCE CONSERVATION DISTRICT, a resource conservation district authorized pursuant to California Public Resource Code, Division 9, hereafter called "DISTRICT", does hereby agree with Pacific Watershed Associates, Inc. (Pacific Watershed Associates).

1. Pacific Watershed Associates agrees in the performance of work, duties, and obligations devolving upon it. Pacific Watershed Associates will coordinate with the DISTRICT to carryout Project Specific Requirements (1 - 5) and all sub-requirements, as detailed in Attachment B approved Scope of Work in order to perform the work of the Upper Bidwell Park Road and Trail Sediment Source Assessment and Reduction Project. Pacific Watershed Associates will implement the Project in accordance with the terms, conditions and specifications in the State Water Resources Control Board Contract # SWRCB000000000D191351100 with the DISTRICT and attached Scope of Work. The Exhibit's Work Plan may be modified without amendment of this Agreement upon the Pacific Watershed Associates submission of proposed modifications and the DISTRICT's written approval of it.
2. Pacific Watershed Associates agrees that it will at all times perform its duties under the Agreement to the best of its ability and in accordance with the highest scientific, professional and ethical standards of its profession. All services to be performed by Pacific Watershed Associates pursuant to this Agreement shall be performed in accordance with all applicable federal, state, county and municipal laws, ordinances and regulations.
4. Pacific Watershed Associates shall provide close coordination with DISTRICT staff, and other involved entities, including local, state and federal agencies, as well as, the local landowners and participation in meetings and other communications as necessary to ensure coordination.
5. The term of this Agreement shall commence upon signing of both parties and shall continue in effect until March 31, 2025. This Agreement may be amended upon mutual written consent of both parties.
6. This Agreement may be terminated by either party by furnishing the other party with written notice at least thirty (30) days prior to such termination. If the DISTRICT terminates this Agreement, Pacific Watershed Associates shall take all reasonable measures to prevent further costs to the DISTRICT under this Agreement. If any action at law is brought by either party to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees and costs.
7. The maximum compensation to Pacific Watershed Associates for its services under this Agreement shall not exceed two hundred seventy-two thousand, two hundred forty-two dollars and zero cents (**\$272,242.00**), as outlined in the DISTRICT's budget. Payments not to exceed two hundred seventy-two thousand, two hundred forty-two dollars and zero cents (**\$272,242.00**) shall be made through monthly invoices as the Pacific Watershed Associates services are provided over the lifetime of this Agreement. Pacific Watershed Associates is not allowed to submit invoices more than once per month. Invoices shall describe the nature and extent of the services actually performed and completed during the period covered stated on the invoice.
8. Pacific Watershed Associates is an independent contractor. No relationship of employer/employee exists between the parties hereto. Performance of services under this Agreement shall be in an independent capacity. Because of its status as an independent contractor, Pacific Watershed Associates waives any and all employment benefits available to DISTRICT employees. It is Pacific Watershed Associate's responsibility to provide workers compensation and payroll deductions and contributions to its employees for any worker benefits or tax purposes as provided for by law.

9. During the performance of this Agreement, Pacific Watershed Associates and its sub-contractors shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age, sex, or sexual orientation. Pacific Watershed Associates and its sub-contractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination. Pacific Watershed Associates and its subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12900 et seq.) and the applicable regulations promulgated thereunder (California Administrative Code, Title 2, Section 7285.0 et seq.). Pacific Watershed Associates and its sub-contractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. This nondiscrimination clause shall be included in all contracts entered into by Pacific Watershed Associates to perform work provided for under this Agreement.
10. Pacific Watershed Associates shall maintain standard financial accounts, documents, and records relating to the services it performs under this Agreement. Pacific Watershed Associates shall retain these records for three years following the date of final disbursement by the DISTRICT under this Agreement, regardless of the termination date. This contract establishes the rights of State Auditors to examine the records relative to the services and materials provided under the subcontract.
11. Pacific Watershed Associates agrees to defend, indemnify and save harmless 1) Butte County Resource Conservation District, its officers, agents and employees (collectively the INDEMNIFIED PARTIES) against any and all claims, damages, costs, losses and expenses, in any manner resulting from, arising out of or in connection with claims brought against the INDEMNIFIED PARTIES in connection with Pacific Watershed Associate's negligence or willful misconduct in performing its obligations under this Agreement.
12. Pacific Watershed Associates further agrees to obtain at Pacific Watershed Associate's expense and keep in full force and effect throughout this Agreement a policy or policies of comprehensive public liability insurance. Such policy or policies shall provide for a minimum coverage limit of \$1,000,000 combined bodily injury and property damage liability, or its equivalent. Such insurance shall be issued by a company or companies admitted to transact business in the State of California.
13. Venue and jurisdiction for any dispute arising between the parties regarding the Agreement shall be in the County of Humboldt.

Time is of the essence in this Agreement.

The Effective Date of this Agreement is December 15, 2019.

Accepted and Agreed by Butte County Resource Conservation District and Pacific Watershed Associates

By: _____
David Lee
Chairman of the Board
Butte County Resource Conservation District
150 Chuck Yeager Way – Suite A
Orville, CA 95965

By: _____
Bill Weaver
Principal Geomorphologist
Pacific Watershed Associates, Inc.
Box 4433
Arcata, CA 95521

AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR

THIS AGREEMENT ("Agreement") is made by and between the BUTTE COUNTY RESOURCE CONSERVATION DISTRICT ("BCRCD") and GLENN LUNAK (RPF #2224) ("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. Glenn Lunak (RPF #2224) (530) 604-0233 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: Glenn Lunak (RPF #2224)
28 Sun Cloud Circle
Oroville, CA 95965
glennlunak@comcast.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 June 30, 2020, 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 ninety (90) 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 he/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. 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. Consultant shall not release any materials under this section without prior written approval from BCRCDD.

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 BCRCDD. The BCRCDD 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. 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. BCRCDD 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 BCRCDD and to procure and maintain insurance.

14. Nondiscrimination. BCRCDD 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 BCRCDD 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 BCRCDD'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 BCRCDD. 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 BCRCDD. The BCRCDD may, by written notice to Consultant terminate this Agreement in whole or in part at any time, whether for BCRCDD'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 BCRCDD all data, estimates, graphs, summaries, reports, electronic files 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 BCRCDD may terminate this Agreement upon thirty (30) days written notice. Following notice of such termination, Consultant shall promptly cease work and notify the BCRCDD as to the status of its performance.

Notwithstanding any other payment provision of this Agreement, the BCRCDD 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 BCRCDD such financial information as in the judgment of BCRCDD 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 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 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 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 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 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 BCRCDC.

BUTTE COUNTY RESOURCE CONSERVATION DISTRICT ("BCRCDC")

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

Date: _____

By: _____
Glenn Lunak (RPF #2224)

Date: _____

EXHIBIT A

SCOPE OF WORK

Provide Forestry technical assistance to landowners signed up for the Farm Service Agency (FSA) Emergency Forest Management Program (EFRP) and the Natural Resource Conservation Service (NRCS) Environmental Quality Incentives Program (EQIP). This will include:

- A. Forest Management Planning and Environmental Compliance
 - 1. Conducting landowner site visits to learn landowner objectives and gather field data necessary to develop a Forest Management Plan.
 - 2. Developing Forest Management Plans (FMPs) to meet landowner's forestry, erosion control, and other natural resource protection goals and objectives.
 - 3. Conducting California Environmental Quality Act (CEQA)/National Environmental Policy Act (NEPA)/CA Forest Practice Act analysis and compliance of proposed activities.

- B. Other duties as assigned
 - 1. Other projects within the consultant's expertise as may be assigned in writing by BCRC and agreed to by Consultant.

EXHIBIT B

PAYMENT

BCRCD shall pay **Consultant** as follows:

- \$70/hr. for field and office work; \$35/hour for travel
- Mileage for travel to landowner's properties from the BCRCD office will be reimbursed at the rate of \$0.60/mile.
- Reimbursement of field and office supply expenditures incurred during the implementation of this contract.
- The total for labor, mileage, and supplies will not exceed \$35,000.

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 DEER CREEK RESOURCES ("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. Jess Wills (530) 898-8153 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: Jess Wills
 1100 Fortress St. #2
 Chico, CA 95973

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 April 30, 2020, 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 ninety (90) 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 he/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. 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. Consultant shall not release any materials under this section without prior written approval from BCRCDD.

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 BCRCDD. The BCRCDD 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. 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. BCRCDD 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 BCRCDD and to procure and maintain insurance.

14. Nondiscrimination. BCRCDD 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 BCRCDD 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 BCRCDD'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 BCRCDD. 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 BCRCDD. The BCRCDD may, by written notice to Consultant terminate this Agreement in whole or in part at any time, whether for BCRCDD'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 BCRCDD all data, estimates, graphs, summaries, reports, electronic files 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 BCRCDD may terminate this Agreement upon thirty (30) days written notice. Following notice of such termination, Consultant shall promptly cease work and notify the BCRCDD as to the status of its performance.

Notwithstanding any other payment provision of this Agreement, the BCRCDD 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 BCRCDD such financial information as in the judgment of BCRCDD 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 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 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 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 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 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 BCRCD.

BUTTE COUNTY RESOURCE CONSERVATION DISTRICT ("BCRCD")

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

Date: _____

By: _____
Jess Wills

Date: _____

EXHIBIT A

SCOPE OF WORK

Provide GIS support and pre- and post-fire modeling for the Big Chico Creek Watershed Forest Management Plan (FMP) and FMP CEQA Initial Study on 1,500 ac. project area within the FMP area based on current conditions and proposed prescriptions (See Attached Map of FMP and CEQA project areas).

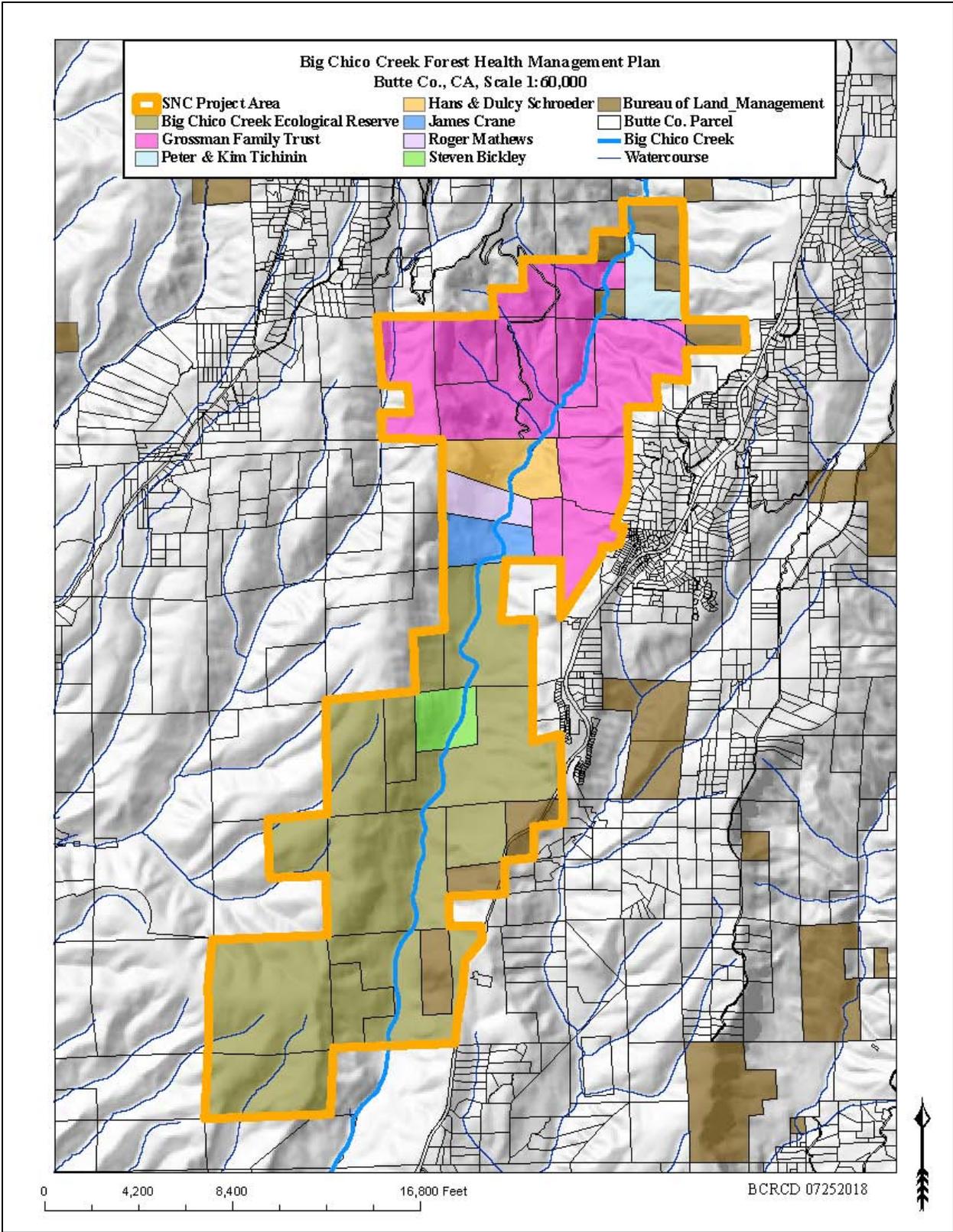
EXHIBIT B

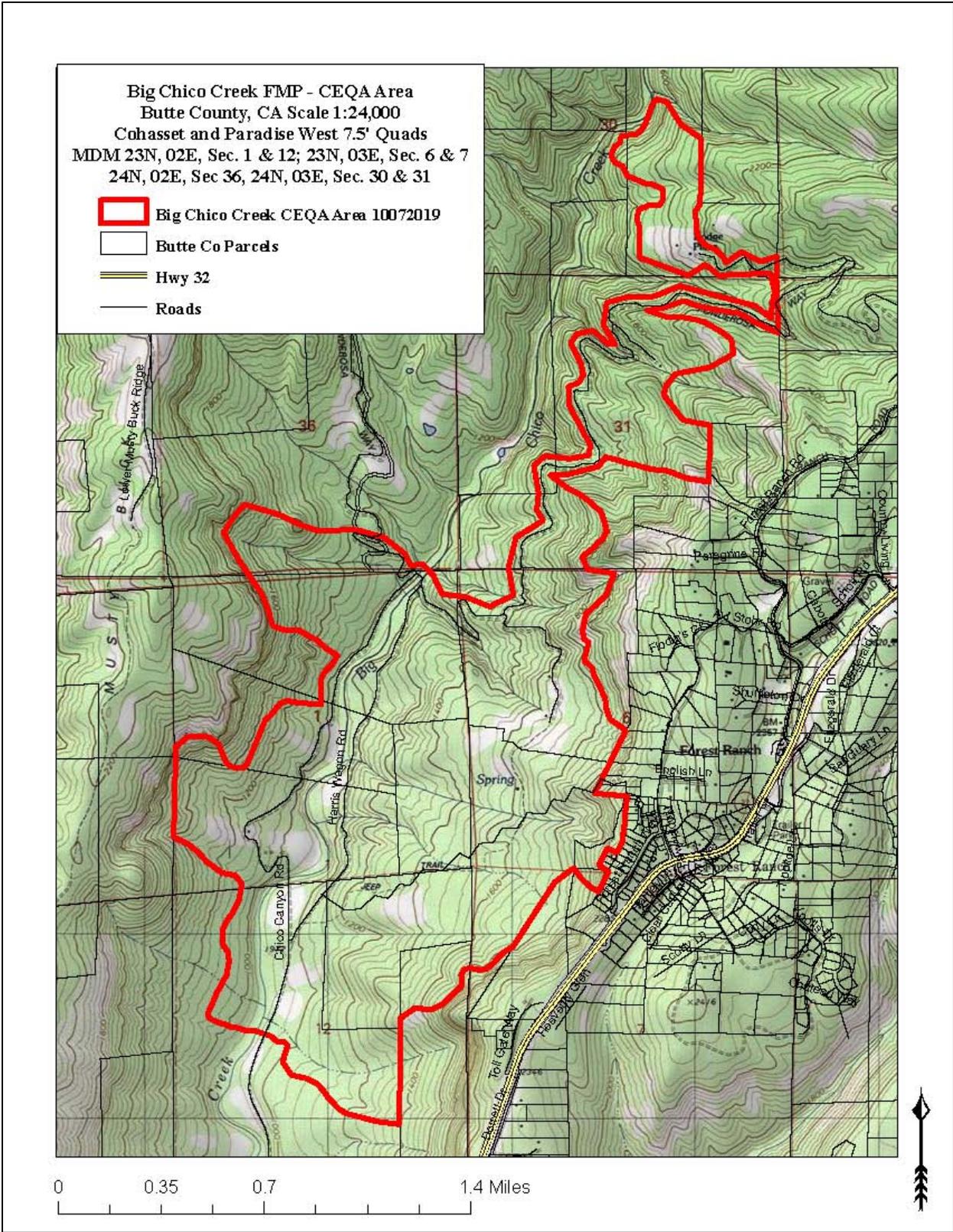
PAYMENT

BCRCD shall pay **Consultant** as follows:

- General GIS Rate is \$90/hr, fire behavior and vegetation/fuels mapping is \$125/hr.
- Travel will be charge at federal mileage rate plus \$60/hr.
- Reimbursement of field and office supply expenditures incurred during the implementation of this contract.
- The total for labor, mileage, and supplies will not exceed \$9,600.

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 GENESIS SOCIETY ("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. Sean Jensen (530) 680-6170 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: Sean Jensen
 Genesis Society
 127 Estates Dr.
 Chico, CA 95928
 (530) 680-6170
 seanjensen@comcast.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 May 1, 2020, or as officially extended.

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 BCRCDC 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/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. Genesis Society and BCRCDD 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.

Genesis Society agrees to not release any materials under this section without prior approval from BCRCO.

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. 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. Consultant shall agree to defend, indemnify and hold harmless BCRCO and to procure and maintain insurance.

14. Nondiscrimination. BCRCO 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 BCRCO 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 BCRCO'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 BCRCO. 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 BCRC D may, by written notice to Consultant terminate this Agreement in whole or in part at any time, whether for BCRC D'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 BCRC D all data, estimates, graphs, summaries, reports, electronic files, 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 BCRC D may terminate this Agreement upon thirty (30) days written notice. Following notice of such termination, Consultant shall promptly cease work and notify the BCRC D as to the status of its performance.

Notwithstanding any other payment provision of this Agreement, the BCRC D 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 BCRC D such financial information as in the judgment of BCRC D 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 BCRC D shall be final. The foregoing is cumulative and shall not affect any right or remedy which the BCRC D 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 BCRC D 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 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 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 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: _____
Sean Jensen, Genesis Society

Date: _____

EXHIBIT A

SCOPE OF WORK

1. 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 treat fuels and improve forest health on 1,500 acres in the Big Chico Creek Watershed in Butte County, CA (*See attached map*). This will include:
 - a) Conduct Records Search at the Northeast Information Center (NEIC).
 - b) Consultation with the Native American Heritage Commission for Sacred Lands.
 - c) Pedestrian field survey, complete coverage, intensive-level.
 - d) Prepare site forms for newly identified sites. Collect GIS data for resource shapefiles.

Present scope does not include evaluation of sub-surface components of prehistoric or historic-era sites, or recovery of any surface occurring artifacts.
 - e) Prepare inventory report per CEQA/Butte County.
 - f) Transmittal of final inventory survey report to NEIC/Client.

2. Other duties as assigned
 - a. Other projects within the consultant's expertise as may be assigned in writing by BCRC and agreed to by Consultant.

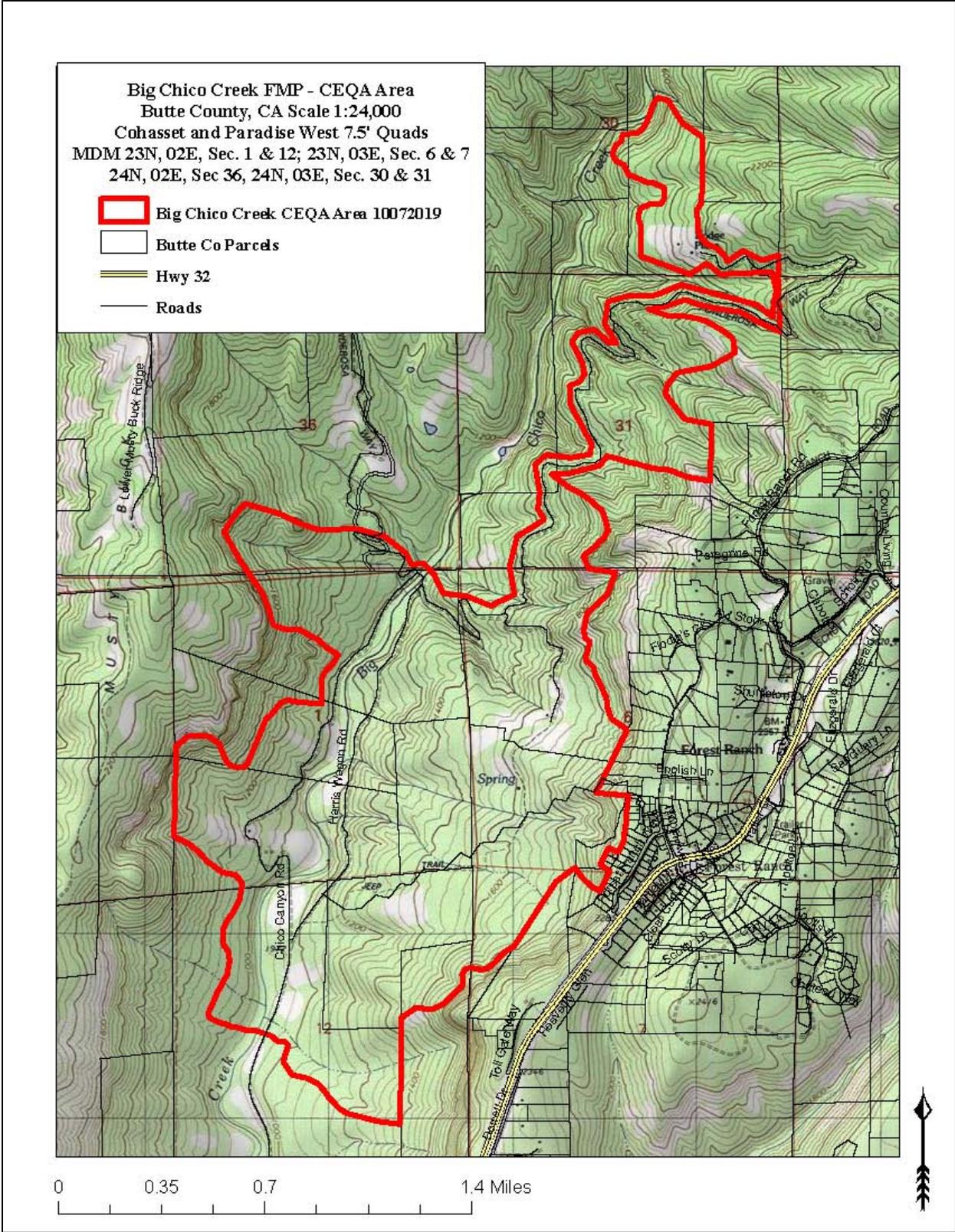
EXHIBIT B

PAYMENT

BCRCD shall pay **Consultant** as follows:

- The total for labor, mileage (current IRS standard mileage rate), per diem, lodging, and supplies will not exceed \$33,900 for the Big Chico Creek Watershed CEQA Project.

END OF ATTACHMENT “B”



GENESIS SOCIETY

a Corporation Sole

127 ESTATES DRIVE
CHICO, CALIFORNIA 95928
(530) 680-6170
seanjensen@comcast.net

Sean Michael Jensen, Administrator

Education:

M.A., Anthropology, California State University, Chico, 1997.
B.A., Anthropology, California State University, Chico, 1992.
A.S., Law Enforcement, Butte Community College, Oroville, 1990.

Cultural Resources Experience:

Thirty-three years of experience in cultural resource management involving extensive cultural resources field survey and excavation work, lab and accessioning, and report preparation, as well as Native American and agency consultation. Federal, state, and local agency projects distributed throughout California, Oregon, Arizona, Montana, Nevada, and Hawaii. Extensive personnel management.

Professional Positions:

Administrator, Genesis Society. October 2003 - Present

President, Jensen Archaeological Services, Inc., Las Vegas, NV. October 1998 - 2003

Supervisory Archaeologist/Historian / Peter M. Jensen, Durham, California. July 1986 - 1998. Conduct cultural resources field surveys, research, archaeological excavations, resource evaluations, and report preparation. Approximately 1,000+ projects completed.

Supervisory Archaeologist / North State Resources, Inc., Redding, California. October 1994 - May 1995 as Associate to North State Resources. Conducted archaeological field surveys, research, archaeological excavations, resource evaluations, and report preparation. Assist in the management of a 16,000-acre land exchange involving BLM parcels.

Field Archaeologist / Paul H. Rosendahl Ph.D., Inc. (PHRI), Hilo, Hawaii. January 1989 - April 1996 as Associate to PHRI. Conducted archaeological field surveys, excavations, and report preparation.

Personal and Professional References:

Erin Dwyer, Caltrans. erin.dwyer@dot.ca.gov
Frank Bayham, Department of Anthropology, CSU-Chico. fbayham@csuchico.edu
Marcus H. Bole, Bole & Associates. mbole@aol.com
Kamie Loeser, NorthStar Engineering. kloeser@northstareng.com
P. Willey, Department of Anthropology, CSU-Chico. pwilley@csuchico.edu

Project Director Certification

Grantee Name: Butte County Resource Conservation District (BCRCD)
 Project Name: North Butte County Road Inventory and Improvement Project
 Project Director (PD): Thad Walker
 Phone No.: (530) 534-0112 x122 Email Address: thad@bcrcd.org
 Project Identification No.: 37334 Grant Agreement No.: D1713503

Program: Timber SB 103 358 CAA 319(h) 385 SB 826

As the assigned Project Director for this Project, I understand the Program requirements and responsibilities of the Project Director, and

(Check one of the boxes below)

I am a paid employee of the Grantee and not acting as a subcontractor on the Project,
 -or-

The Grantee has no paid employees. I have been designated by the Grantee's Board or governing body to be the Project Director, and am acting solely in that capacity. (A Resolution for the designation must accompany this document).

Invoice Progress Report Signature Authorization (The designee(s) must be employed by the Grantee.)

I will review and sign invoices authorizing reimbursement for this Project and/or Grant Progress Reports that accompany invoices.

The following individual is authorized to sign invoices/Grant Progress Reports for this Project per BCRCD Resolution No. 2018-01:

Authorized Representative's Name: David Lee
Print Name Signature

Designee's Name: _____
Print Name Signature

Secretary of State Verification (Excludes county, city, and state agencies.)

I certify the Grantee has an active status with the California Secretary of State.

Entity Number _____

N/A.

Please sign, date, and return to the Program Analyst.

Project Director Signature	Chairman	Date
Authorized Representative Signature	Title	Date



"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."

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

Dec. 19, 2019

Melinda Grow
USDA-NRCS
430 G Street #4164
Davis, CA 95616-4164

Dear Ms. Grow,

We are writing to express our support for Point Blue's proposal to provide biological assistance and technical support to NRCS and its clients in Butte County and throughout California. The Butte County Resource Conservation District (BCRCD) has worked closely with Carrie Wendt, Partner Biologist in Butte County, on many projects in our community.

The BCRCD has greatly benefited from the partnership between Point Blue and NRCS. We have worked with Carrie on a wide variety of projects from NRCS contracting to recreational trail design to soil health workshops to endangered species compliance surveys. Carrie's breadth of knowledge is impressive and an added value in our community. BCRCD staff have learned a tremendous amount about local birds, wildlife, and ecology while spending time with Carrie monitoring the NRCS funded wetland rice habitat projects that she manages.

Thank you for considering Point Blue's request. Cultivating long-term partnerships are especially important as Butte County recovers from the devastating Camp Fire. NRCS/Point Blue Partner Biologists fulfill a unique role in the natural resources world, bringing valuable biological expertise. If you have any questions, please don't hesitate to contact us at (530) 693-3173 or bcrd@carcd.org.

Sincerely,

Dave Lee
President, Board of Directors