

AGREEMENT FOR FISH AND WILDLIFE MANAGEMENT AND PLANNING SERVICES: TASK - B

This Agreement is made and entered into by and between the Lake County Watershed Protection District, hereinafter referred to as “District”, and WRA, Inc., hereinafter referred to as “Consultant” or “WRA”, collectively referred to as the “parties”.

1. **SERVICES.** Subject to the terms and conditions set forth in this Agreement, Consultant shall provide to District the services described in the Scope of Services attached hereto and incorporated herein as Exhibit A at the time and place and in the manner specified therein. In the event of a conflict in or inconsistency between the terms of this Agreement and Exhibit A – Scope of Services, Exhibit B – Fiscal Provisions, and Exhibit C – Compliance Provisions, the Agreement shall prevail.

2. **TERM.** This Agreement shall commence on February 1, 2026, and shall terminate on February 1, 2028, unless earlier terminated as hereinafter provided. In the event District desires to temporarily continue services after the expiration of this Agreement, such continuation shall be deemed on a month-to-month basis, subject to the same terms, covenants, and conditions contained herein.

3. **COMPENSATION.** Consultant has been selected by District to provide the services described hereunder in Exhibit “A” (Scope of Services), attached hereto. Compensation to Consultant shall not exceed \$476,000.

The District shall compensate Consultant for services rendered, in accordance with the provisions set forth in Exhibit “B” (Fiscal Provisions), attached hereto, provided that Consultant is not in default under any provisions of this agreement. Compensation to Consultant is contingent upon appropriation of federal, state and County of Lake/District funds.

4. **TERMINATION.** This Agreement may be terminated by mutual consent of the parties or by District upon 15 days written notice to Consultant.

In the event of non-appropriation of funds for the services provided under this Agreement, District may terminate this Agreement, without termination charge or other liability.

Upon termination, Consultant shall be paid a prorated amount for the services provided up to the date of termination.

5. **MODIFICATION.** This Agreement may only be modified by a written amendment hereto, executed by both parties; however, matters concerning scope of services which do not affect the compensation may be modified by mutual written consent of Consultant and District executed by the Water Resources Director.

6. **NOTICES.** All notices between the parties shall be in writing addressed as follows:

County of Lake
Director, Water Resources
255 N. Forbes Street, Room 309
Lakeport, CA 95453

Consultant: WRA, Inc.
Brad Job, Principal
1318 Redwood Way, Ste.200
Petaluma, CA 94954

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7. **EXHIBITS.** The Agreement Exhibits, as listed below, are incorporated herein by reference:

- Exhibit A – Scope of Services
- Exhibit B – Fiscal Provisions
- Exhibit C – Compliance Provisions

8. **TERMS AND CONDITIONS.** Consultant warrants that it will comply with all terms and conditions of this Agreement and Exhibits, and all other applicable federal, state and local laws, regulations and policies.

9. **INTEGRATION.** This Agreement, including attachments, constitutes the entire agreement between the parties regarding its subject matter and supersedes all prior Agreements, related proposals, oral and written, and all negotiations, conversations or discussions heretofore and between the parties.

Executed at Lakeport, California on _____.

LAKE COUNTY WATERSHED
PROTECTION DISTRICT

CONSULTANT

CHAIR, Board of Directors

[WRA, Inc.]

If applicable

ATTEST:
SUSAN PARKER
Clerk to the Board of Directors

APPROVED AS TO FORM:
LLOYD GUINTIVANO
County Counsel

By: _____

By: _____

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EXHIBIT “A” – SCOPE OF SERVICES

1. CONSULTANT RESPONSIBILITIES. The Consultant shall perform the following services within the contract term and in coordination with the District, subject to applicable permits, environmental conditions, and regulatory approvals.

Task 1. Project Management and Meetings

Task 1.1. Project Management

WRA will provide regular progress updates to the County on the Project schedule, budget, and deliverables to ensure all work will be completed in a timely manner. In addition to routine progress updates, WRA will also meet with the County as needed to coordinate specific tasks and deliverables.

Deliverables: Routine Project updates to the County on schedule, budget, and deliverables.

Task 1.2. Meetings with the County, Stakeholders, and Regulatory Agencies

WRA will coordinate and attend meetings with the County, stakeholders, and/or regulatory agencies to present designs, analyses, and recommendations; and discuss any issues that have been identified. Meetings will include the WRA Principal-in-Charge, Project Manager, and other key personnel as needed.

The WRA Principal-in-Charge and Project Manager will attend a virtual kickoff meeting with the County and other stakeholders to become acquainted with the Project and discuss Project Objectives. Establishing clear Project Objectives will help guide the baseline surveys as well as design development. In addition to the virtual kickoff meeting, the WRA Principal-in-Charge and Project Manager will conduct an initial site visit to review current site conditions.

One meeting to present and discuss the conceptual design alternatives and select a preferred alternative for each barrier selected for removal. One meeting upon completion of the 30% restoration plans and BOD report to present and discuss the designs, analyses, and recommendations. One meeting for the 60%, 90%, & 100% phases of the Project to discuss County and agency comments on project plans.

Task 2 Existing Data and Background Review

WRA will review existing geological, hydrological, and ecological data relevant to Highland Creek, the reservoir, and the surrounding watershed. This includes previous reports held by the County, water rights records, and any historical streamflow data available from nearby gauged watersheds. In addition, a literature review will be conducted to explore regional studies on similar watersheds, providing insights into potential hydrologic behavior. Scientific literature on the ecohydrological needs of local aquatic and riparian species will also be reviewed to guide the flow assessment process.

Task 3. Baseline Conditions Surveys and Assessments

Task 3.1. Water Rights Compilation

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WRA will review and compile publicly available water rights information for riparian and appropriative water rights on Highland and Adobe Creeks. This information will allow us to assess the potential impacts of modified reservoir operations on water rights holders while performing Tasks 4 and 5.

Deliverables: List of downstream water rights holders.

Task 3.2. Geomorphic Assessment

WRA will conduct geomorphic field surveys of Highland Springs Reservoir, and Highland and Adobe Creek within the Project Area. WRA staff will walk the creek corridor to evaluate and document: bank heights, channel width, bank materials, vegetation conditions (in-channel and near-bank), rooting depths, channel substrate size and composition, evidence of erosion and deposition, rock outcrops, woody debris, and distribution of riffles, pools and steps. The survey area will extend from Highland Springs to the Culverts at Bell Hill Road.

Visual observations will be made of sediment sources and indicators of transport and deposition processes in the channel and exposed streambanks. Systematic qualitative observations of the sediment lithologies, shapes, and size distributions in streambanks will be documented with scaled photographs and representative pebble counts.

Field evidence of geomorphic processes and trends will be interpreted with attention to features influencing habitat conditions for target species. Sketches, notes, and photographs will be collected to inform restoration opportunities and constraints. In addition, land use changes within the watershed will be evaluated to assess potential shifts in precipitation and runoff patterns over the past several decades, supported by historical aerial imagery.

Deliverables: Geomorphic assessment incorporated into the Baseline Conditions Report.

Task 3.3. Biological Resources and Habitat Assessment

WRA biologists will conduct a site visit concurrent with the aquatic resources delineation below to determine if habitats are present that are suitable for supporting special-status species such as FYLF, CRLF, and Northwestern pond turtle. The biologists will assess the habitat conditions and record species observed, as well as investigate and map any sensitive habitats present. Prior to the site visit, WRA will review the CDFW Natural Diversity Database, the CNPS database, and the USFWS IPAC database, to determine which protected species and/ or critical habitat potentially occur in the Project Area. Based on this search, a list of species with potential to occur will be generated. Data collected will be used to inform the design and permitting process and will be included within the Biological Resources and Jurisdictional Determination Report.

In addition to evaluating habitat conditions and the likelihood of special-status species presence, biologists will conduct species-specific surveys for rare plant species with a strong likelihood of occurring within the Project Area near planned earth moving and construction staging activities. These species will be surveyed during appropriate bloom windows to detect presence. Results of these surveys and other evaluations will also be included within the Biological Resources and Jurisdictional Determination Report.

Deliverables: Habitat survey, rare plant surveys.

Task 3.4. Aquatic Resources Delineation

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Two WRA biologists, with 40-hour wetland delineation training, over a period of two field days, will conduct a delineation of WotUS and WotS within the Project Area. Prior to conducting the site review, WRA will review publicly available maps and documents and past assessments that may assist in completing the wetland delineation. These documents include USGS maps, Wetland Inventory Maps, recent and historic aerial photographs, and/or Natural Resources Conservation Service (NRCS) soil maps. Additionally, topographic data will be reviewed prior to the site visit.

WRA will follow the methods outlined in USACE Wetlands Delineation Manual, the Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Arid West Region and A Field Guide to the Identification of the Ordinary High Water Mark (OHWM) in the Arid West Region of the Western United States. Potentially jurisdictional wetlands will be identified and their boundaries mapped using the Routine Method described in the USACE Manual. The jurisdictional limits of non-wetland waters (i.e., streams) under Section 404 of the Clean Water Act (CWA) will be mapped based on a combination of field indicators described in the OHWM Guide. WotUS and WotS will be shown on a single map depicting these features. In addition, WRA will map the top of bank (TOB) and the extent of any riparian vegetation associated with Highland and Adobe Creekl Field evaluation will be limited to the areas most likely to be impacted during construction.

A report will be prepared in accordance with the format required by the local Corps District. The report will include a delineation map submitted on either aerial photography or 100-scale topographic maps using one-foot contours or a suitable aerial photograph and sample point data sheets with the results of the field investigations. WRA will prepare a draft report for review by the client. WRA will complete delineations in the spring to better identify plants for wetland vegetation dominance and/or prevalence tests. This Task does not include a site visit with the Corps to verify the delineation.

Deliverables: Aquatic Resources Delineation Report

Task 3.5. Biological Resources Technical Report

WRA will prepare a Biological Resources Technical Report that documents the results of the biological assessment and habitat assessment field work, analyses potential impacts, and recommends mitigation measures in accordance with state, federal and local regulations protecting sensitive habitats and species. It will include protection measures drawn from relevant programmatic permits recommended for use on the Project, such as the State Water Resources Control Board (SWRCB) Statewide Restoration General Order (SRGO), USFWS Statewide Programmatic Biological Opinion, National Marine Fisheries Service (NMFS) Santa Rosa Office Programmatic Biological Opinion, CDFW Restoration Management Permit, USACE Nationwide Permit 27, and potentially CEQA Statutory Exemption for Restoration Projects (SERP) or SRGO Programmatic Environmental Impact Report (PEIR). The BRTR be prepared to a sufficient level of detail to support CEQA review, regulatory permit applications, and the development of restoration designs.

Deliverables: Biological Resources Technical Report.

Task 3.6. Cultural Resources Assessment

To meet the requirements of the expected permit processing procedures, EBA will prepare a Cultural Resources Report for compliance with the CEQA, the County of Lake, and Section

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106 of the National Historic Preservation Act. They will conduct archival research to establish an historic context and to determine if the Highland Springs Dam and spillway are associated with historically important people and/or events, or if it is architecturally important. Research will be conducted at county offices, local historical societies, online databases, and the library of Tom Origer & Associates. Individuals familiar with the buildings will be contacted for further information. They will conduct an examination and photo documentation of the Highland Springs Dam and spillway to prepare appropriate DPR 523 forms summarizing the information gathered through historical research and field examination. The DPR forms will serve as documentation of the evaluation and are suitable for submission to the County of Lake and the USACE. They will make a determination of eligibility for inclusion on the National Register of Historic Places and the California Register of Historical Resources. This task includes Preparation of a written report of findings that summarizes the work and offers recommendations for the treatment of historic properties or potential historic properties.
Deliverables: Cultural Resources Report.

Task 3.7. Baseline Conditions Report

WRA will prepare a Baseline Conditions Report that compiles and summarizes the results of the topographic survey, geotechnical assessment, geomorphic assessment, biological resources and habitat assessment, cultural resources assessment, aquatic resources delineation, hydrologic assessment, and existing conditions hydraulic model. It will also include representative site photos and identify opportunities for restoration relative to established Project Objectives. The Preliminary Geotechnical Memorandum, Biological Resources and Jurisdictional Determination Report, and Existing Conditions Hydrology and Hydraulics Report will be appended to the Baseline Conditions report with key findings summarized in the main report body. This report will inform the development of restoration design alternatives.

Deliverables: Baseline Conditions Report, including the results of the topographic survey, geotechnical assessment, geomorphic assessment, hydrologic analysis, existing conditions hydraulic model, biological resources surveys, and aquatic resources delineation.

Task 3.8.1 Adobe Creek and Highland Creek Data Logger Installation for Hydrology Monitoring

Highland Springs was equipped with a sensor on 7/12/2024 to record water levels and temperature, but Highland Creek and Adobe Creek have no active stream gauges for use in assessing stream flows. As such, WRA will install four (4) pressure-transducing data loggers (stream gauges) concurrently with the geomorphic assessment to track surface water elevations in Highland and Adobe Creek. This data will be used to establish baseline hydrologic conditions of the creeks and will be used to calibrate existing conditions HEC-RAS hydraulic modeling to understand shear stress, velocities, water depths, and inundation regime of the system. Stream gauges will be installed in relatively stable areas of the channel and will be installed at adequate depth to capture recessional summer flows. Stream gage placement will include upstream and downstream model boundary conditions, as well as key locations within the Project Area. While final gage placement will be informed by onsite conditions at the time of installation, the intent is to gather data from Highland springs downstream to Adobe Creek within the Project Area. Each gage will consist of one pressure transducer/temperature data logger inside a slotted PVC pipe that will be surveyed upon

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installation. One barologger will also be installed at the site to provide calibration for changes in atmospheric pressure. Data will be downloaded from the data loggers twice during this Project phase, with the assumption that at least one full wet season (approximately October – May) will be recorded. Precipitation data will be obtained from a local private or public weather station. All instrumentation will be installed with the intent of continuing monitoring through the remainder of the planning, design, and environmental compliance process; however, that work is not included in this scope. Deliverables: Installation of 4 stream gauges and 1 barometric logger within the Project Area to establish baseline hydrologic conditions of Highland Springs, Highland Creek, and Adobe Creek.

Task 3.8.2. Hydrologic Analysis

WRA will compile, review, and summarize available hydrologic data and perform a hydrologic analysis for Adobe Creek and Highland Creek. The following data will be compiled to inform the hydrologic analysis:

- Observed hydrologic stage data from 4 WRA data loggers installed in Highland and Adobe Creek.
- Watershed characteristics (e.g., soil types, land cover, slopes, time of concentration, storage coefficients).
- Local precipitation data.
- Using the compiled hydrologic data, the WRA will develop a range of design hydrographs for various events, which will be used in the hydraulic models to inform the design, including:
 - Flood frequency data for Highland and Adobe Creek (e.g., recurrence intervals 2-YR, 5-YR, 10-YR, 25-YR, 50- YR, 100-YR).
 - Design flow hydrographs for Highland and Adobe Creek (e.g., bankfull discharge and recurrence intervals).
 - Fish Passage Flow hydrographs.

The Design flows will be informed by the project objectives, review of prior reports, and other guidance. They will range from lower, more frequent flows (e.g., winter baseflow) for fish passage and habitat suitability to more extreme events (e.g., 100-year flood event) to understand flooding, infrastructure risk, and channel stability. Methods and results of the hydrologic analysis will be documented in the Design Basis Report.

Deliverables: Design flow hydrographs for use in hydraulic modeling.

Task 3.8.3 Existing Conditions Hydraulic Model

WRA will develop a HEC-RAS hydraulic model of existing conditions within the Project Area to evaluate velocities, shear stress, and water surface elevations. The model topography will be based on the existing LiDAR data and topographic survey data. Roughness coefficients (Manning's n-values) for channel and overbank areas will be based on site specific conditions and methods presented by the USGS. Roughness values may be modified based on the actual flows recorded on the site.

WRA staff will model a wide range of flows, established in the hydrologic analysis, to understand how existing hydraulic conditions are affecting potential passage for CLH and other aquatic species at various life stages, infrastructure risk, in-channel habitat conditions

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and stability, and culvert conveyance capacity. Hydrological data collected by the data loggers will be used to calibrate the hydraulic model and set model boundary conditions. Methods and results will be included in the Hydrology and Hydraulics Report.
Deliverables: HEC-RAS model of existing conditions and outputs from selected flows.

Task 3.8.4. Hydrology and Hydraulics (H&H) Report

Hydrology and Hydraulics (H&H) Report will initially be prepared to document the methods and results from the hydrologic analysis and existing conditions hydraulic model for the Project Area. This initial H&H Report will be appended to the Baseline Conditions Report. Upon finalization of the preferred alternative 30% designs, the initial H&H Report will be revised with methods and results from the proposed conditions hydraulic model. The revised H&H report that includes both existing and proposed conditions will be appended to the BOD Report.

Deliverables: Interim and Revised H&H Report.

Task 4 Conceptual Design Alternatives

Task 4.1 Conceptual Design Plans

WRA will prepare up to three (3) conceptual design alternatives for the modifications of the Highland Springs Dam infrastructure in the Project Area. These designs will focus on modifying reservoir operations to provide for storage of a small portion of the winter inflow so that water can be released in spring and summer to simultaneously improve habitat conditions for CLH and increase groundwater recharge in the shallow unconfined aquifer. Each conceptual design will consist of a single plan-view exhibit that may include: A scaled, plan-view depiction of channel pattern, Project Area boundaries, existing topography, aerial imagery, existing roads and access points, and proposed visitor access route(s).

- Callouts identifying proposed in-stream infrastructure modifications and locations.
- Callouts identifying proposed bank grading and/ or stabilization treatment areas, habitat elements such as large wood structures, any grade control features, and potential staging areas.
- Cross-sections and profile of each Project element area.
-

These conceptual design alternatives will include sufficient information and detail to allow for WRA, the County, and other parties identified by the County to evaluate the relative costs and benefits of each alternative relative to the established Project Objectives. These costs and benefits of the evaluated alternatives will be detailed in the Conceptual Design Alternatives Analysis Memorandum.

Deliverables: Up to three (3) single-page, plan-view conceptual design alternatives for the retrofit of Highland Springs Dam and accompanying cross-section(s) and profile.

Task 4.2. Proposed Conditions Hydraulic Model

WRA will also develop a detailed HEC-RAS model of proposed hydraulic conditions within the Project Area, including velocities, shear stress, and water surface elevations based on the conceptual design alternatives. The proposed conditions model will incorporate changes to channel geometry and infrastructure and utilize the same flows modeled under existing

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conditions. Modeling of the proposed conditions will be iterative as the results of the model output will be used to inform the alternatives analysis and design adjustments. Methods and results will be incorporated into the Design Basis Report.

Deliverables: HEC-RAS model of proposed conditions and outputs from selected flows.

Task 4.3. Conceptual Design Alternatives Analysis and Memorandum

After developing conceptual design alternatives for the retrofit of Highland Springs Dam, WRA will analyze the costs and benefits of each of the alternatives relative to the Project Objectives. Considerations will likely include improvement to control of water levels in the Reservoir. Once the alternatives analysis is completed, WRA will present the design alternatives and results of the analysis to the County for review and feedback. Based on input received from the County, WRA will develop recommendations for a preferred design alternative to advance to 30% design for the restoration. WRA will develop a memorandum that summarizes the alternatives analysis and the preferred alternatives.

Deliverables: Conceptual Design Alternatives Analysis and Memorandum.

Task 4.4. Permitting and Environmental Review Strategy

The early consultation with regulatory agency staff proposed above will be key to gaining support for the use of any applicable programmatic regulatory approvals for this Project as well as standard project permitting options. WRA regulatory, biological, and design staff are experienced in working with state and federal pathways that provide efficient permitting approval and have strong relationships and experience collaborating with regulatory staff. As part of developing the conceptual design alternatives for each of the Project elements, WRA will evaluate the environmental permitting feasibility associated with each alternative developed by identifying potential permitting issues with the design alternatives that could delay or prevent regulatory approvals and recommending changes to address the issues. An CEQA Initial Study based on CEQA Guidelines Section 15063 will be developed for the Project team to collaborate with the County on an appropriate document based on impact significance. The Initial Study will also provide guidance on likely natural resource agency authorizations needed to support implementation.

Deliverables and Services: Permitting and environmental review strategy guidance during development of alternatives. CEQA Initial Study.

Task 5 Design for Highland Dam Infrastructure and Operations

Task 5.1. 30% Design for Highland Dam Infrastructure

The WRA team will develop the preferred conceptual design alternatives for Highland Springs Infrastructure to 30% designs. It is our recommendation that only one preferred alternative be selected from the conceptual design alternatives analysis to advance to 30% designs. This will create cost and timing efficiencies as well as more refined design plans, directing resources towards additional detail and analysis in the 30% designs and more precise cost estimating. However, should the County request multiple alternatives for each Project element be advanced to 30% designs, WRA will coordinate with the County and stakeholders to prioritize specific key details to include in the plans. The 30% design plans will include the following:

- A scaled, plan view depiction of channel pattern, Project Area boundaries, existing topography, aerial imagery, potential access points, potential staging areas,

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approximate limits of grading and disturbance, proposed grading contours, and proposed visitor access route(s).

- Callouts identifying proposed in-stream infrastructure modifications and locations.
- Callouts identifying proposed bank stabilization treatment areas, habitat elements such as large wood structures, and grade control features.
- Cross sections for new infrastructure.
- Cross-sections for Highland Springs spillway within the Project Area.
- Planting/seeding locations and palettes.
- Preliminary earthwork (cut/fill) quantity estimates.

To accompany the 30% restoration plans, WRA will prepare a BOD Report that builds off the Baseline Conditions Report and Conceptual Design Alternatives Analysis and Memorandum. This report will include a detailed description of the 30% design for Task B, the analyses that informed the design decisions, and how each design addresses the Project Objectives. It will also include recommendations for potential next steps of the Project regarding design development that could include hydraulic model refinements and iterations, geotechnical borings, and/ or sediment transport analysis. WRA will present the 30% restoration plans, supporting analyses, and recommendations for next steps to the County and other stakeholders, and any feedback will be incorporated into the report as needed.

Deliverables: One 30% Spillway design plan for infrastructure at Highland Springs Reservoir, including: a single, plan view depiction of key design elements, cross-sections of channel and new infrastructure, and proposed channel profile. BOD Report detailing the 30% restoration plans for retrofit of Highland Springs Dam infrastructure and supporting analyses. Preliminary 30% OPPC

Task 5.2. Release Operation Guidance

WRA will use data gathered during the hydrologic and hydraulic assessments to provide the County with operation guidance to meet their goals under the Big Valley Groundwater Sustainability Plan and the Adobe Creek Conjunctive Use Project.

Deliverables: Highland Springs Reservoir Spillway Operations Plan.

2. REPORTING REQUIREMENTS. Consultant shall submit quarterly reports in a format approved by District by the 10th of the month following the report period.

3. RECORDS RETENTION. Consultant shall prepare, maintain and/or make available to District upon request, all records and documentation pertaining to this Agreement, including financial, statistical, property, recipient and service records and supporting documentation for a period of five (5) years from the date of final payment of this Agreement. If at the end of the retention period, there is ongoing litigation or an outstanding audit involving the records, Consultant shall retain the records until resolution of litigation or audit. After the retention period has expired, Consultant assures that confidential records shall be shredded and disposed of appropriately.

4. DISTRICT RESPONSIBILITIES. The District shall perform the following services within the contract term and in coordination with the Consultant.

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4.1 The District shall be responsible for overall project administration, including contract management, invoicing coordination, and accounting functions.

4.2 Coordinate with funding agencies regarding reporting compliance.

4.3 Participate in review meetings and provide consolidated comments.

4.4 Provide timely review of draft deliverables (within agreed review window).

4.5 Facilitate access to project sites when possible and coordinate with landowners as needed.

4.6 The District shall facilitate outreach for the project, when feasible.

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EXHIBIT "B" – FISCAL PROVISIONS

1. CONSULTANT'S FINANCIAL RECORDS. Consultant shall keep financial records for funds received hereunder, separate from any other funds administered by Consultant, and maintained in accordance with Generally Accepted Accounting Principles and Procedures and the Office of Management and Budget's Cost Principles.

2. INVOICES.

2.1 Consultant's invoices shall be submitted in arrears on a monthly basis, or such other time that is mutually agreed upon in writing, and shall be itemized and formatted to the satisfaction of the District.

2.2 District shall make payment within 30 business days for an undisputed invoice for the compensation stipulated herein for supplies delivered and accepted or services rendered and accepted, less potential deductions, if any, as herein provided. Payment on partial deliverables may be made whenever amounts due so warrant or when requested by the Consultant and approved by the Assistant Purchasing Agent. District is authorized to withhold ten percent of the amount requested in each invoice of Consultant until project completion to maintain compliance with project funding sources.

3. AUDIT REQUIREMENTS AND AUDIT EXCEPTIONS

3.1 Consultant warrants that it shall comply with all audit requirements established by District/County and will provide a copy of Consultant's Annual Independent Audit Report, if applicable.

3.2 District/County may conduct periodic audits of Consultant's financial records, notifying Consultant no less than 48 hours prior to scheduled audit. Said notice shall include a detailed listing of the records required for review. Consultant shall allow District/County, or other appropriate entities designated by District/County, access to all financial records pertinent to this Agreement.

3.3 Consultant shall reimburse District/County for audit exceptions within 30 days of written demand or shall make other repayment arrangements subject to the approval of District/County.

4. BUDGET. The Consultant shall submit, in advance, a detailed budget, in the format provided by District for review and approval by the District. Consultant shall be compensated only for expenses included in the approved budget. Modification to the budget must be approved in advance by the District.

5. EXPENDITURE OF FUNDS.

5.1 Funds payable through this agreement shall not be used to purchase food or promotional merchandise or to attend conferences unless specifically approved in the budget.

5.2 District reserves the right to refuse payment to Consultant or disallow costs for any expenditure determined to be unreasonable, out of compliance, or inappropriate to the services provided hereunder.

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EXHIBIT “C” – COMPLIANCE PROVISIONS

1. **INFORMATION INTEGRITY AND SECURITY.** Consultant shall immediately notify District of any known or suspected breach of personal, sensitive and confidential information related to Consultant’s work under this Agreement.

2. **NON-DISCRIMINATION.** Consultant shall not unlawfully discriminate against any qualified worker or recipient of services because of race, religious creed, color, sex, sexual orientation, national origin, ancestry, physical disability, mental disability, medical condition, marital status or age.

3. **DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS**
 - 3.1 The Consultant certifies to the best of its knowledge and belief, that it and its subconsultants:
 - A. Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;

 - B. Have not, within a three-year period preceding this Agreement, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction; violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

 - C. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity with commission of any of the offenses enumerated in the preceding paragraph; and

 - D. Have not, within a three-year period preceding this Agreement, had one or more public transactions terminated for cause or default.

 - 3.2 Consultant shall report immediately to District, in writing, any incidents of alleged fraud and/or abuse by either Consultant or Consultant’s subconsultant. Consultant shall maintain any records, documents, or other evidence of fraud and abuse until otherwise notified by District.

4. **AGREEMENTS IN EXCESS OF \$100,000.** Consultant shall comply with all applicable orders or requirements issued under the following laws:
 - 4.1 Clean Air Act, as amended (42 USC 1857).
 - 4.2 Clean Water Act, as amended (33 USC 1368).
 - 4.3 Federal Water Pollution Control Act, as amended (33 USC 1251, et seq.)
 - 4.4 Environmental Protection Agency Regulations (40 CFR and Executive Order 11738).

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5. INDEMNIFICATION AND HOLD HARMLESS.

Each party shall indemnify and hold the other harmless against all actions, claims, demands, and liabilities and against all losses, damage, cost, expenses, and attorney's fees, arising directly or indirectly out of an actual or alleged injury to a person or property in the same proportion that its own acts and/or omissions are attributed to said claim, demand, liability, loss, damage, cost, expenses, and/or attorney's fees. This provision shall not extend to any claim, demand, liability, loss, damage, cost, expenses, and/or attorney's fees covered by the insurance of either party.

Consultant's obligations under this Section shall survive the termination of the Agreement.

6. STANDARD OF CARE. Consultant represents that it is specially trained, licensed, experienced and competent to perform all the services, responsibilities and duties specified herein and that such services, responsibilities and duties shall be performed, whether by Consultant or designated subconsultants, in a manner according to generally accepted practices.

7. INTEREST OF CONSULTANT. Consultant assures that neither it nor its employees has any interest, and that it shall not acquire any interest in the future, direct or indirect, which would conflict in any manner or degree with the performance of services hereunder.

8. DUE PERFORMANCE – DEFAULT. Each party agrees to fully perform all aspects of this agreement. If a default to this agreement occurs then the party in default shall be given written notice of said default by the other party. If the party in default does not fully correct (cure) the default within 30 days of the date of that notice (i.e. the time to cure) then such party shall be in default. The time period for corrective action of the party in default may be extended in writing executed by both parties, which must include the reason(s) for the extension and the date the extension expires.

Notice given under this provision shall specify the alleged default and the applicable Agreement provision and shall demand that the party in default perform the provisions of this Agreement within the applicable time period. No such notice shall be deemed a termination of this Agreement, unless the party giving notice so elects in that notice, or so elects in a subsequent written notice after the time to cure has expired.

9. INSURANCE.

9.1 Consultant shall procure and maintain Workers' Compensation Insurance for all of its employees.

9.2 Consultant shall procure and maintain Comprehensive Public Liability Insurance, both bodily injury and property damage, in an amount of not less than one million dollars (\$1,000,000) combined single limit coverage per occurrence, including but not limited to endorsements for the following coverage: personal injury, premises-operations, products and completed operations, blanket contractual, and independent consultant's liability.

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9.3 Consultant shall procure and maintain Comprehensive Automobile Liability Insurance, both bodily injury and property damage, on owned, hired, leased and non-owned vehicles used in connection with Consultant's business in an amount of not less than one million dollars (\$1,000,000) combined single limit coverage per occurrence.

9.4 Consultant shall procure and maintain Professional Liability Insurance for the protection against claims arising out of the performance of services under this Agreement caused by errors, omissions or other acts for which Consultant is liable. Said insurance shall be written with limits of not less than one million dollars (\$1,000,000).

9.5 Consultant shall not commence work under this Agreement until it has obtained all the insurance required hereinabove and submitted to District certificates of insurance naming the District as additional insured. Consultant agrees to provide to District, at least 30 days prior to expiration date, a new certificate of insurance.

9.6 In case of any subcontract, Consultant shall require each subconsultant to provide all of the same coverage as detailed hereinabove. Subconsultants shall provide certificates of insurance naming the District and the County of Lake as additional insured and shall submit new certificates of insurance at least 30 days prior to expiration date. Consultant shall not allow any subconsultant to commence work until the required insurances have been obtained.

9.7 For any claims related to the work performed under this Agreement, the Consultant's insurance coverage shall be primary insurance as to the District, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by District, its officers, officials, employees, agents or volunteers shall be in excess of the Consultant's insurance and shall not contribute with it.

9.8 The Commercial General Liability and Automobile Liability Insurance must each contain, or be endorsed to contain, the following provision:

The District, its officers, officials, employees, agents, and volunteers are to be covered as additional insureds and shall be added in the form of an endorsement to Consultant's insurance on Form CG 20 10 11 85. Consultant shall not commence work under this Agreement until Consultant has had delivered to District the Additional Insured Endorsements required herein.

Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under subdivision (b) of California Civil Code Section 2782.

9.9 Insurance coverage required of Consultant under this Agreement shall be placed with insurers with a current A.M. Best rating of no less than A: VII. Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve the Consultant for liability in excess of such coverage, nor shall it preclude District from taking other action as is available to it under any other provision of this Agreement or applicable law. Failure of District to enforce in a timely manner any of the provisions of this section shall not act as a waiver to enforcement of any of these provisions at a later date.

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9.10 Any failure of Consultant to maintain the insurance required by this section, or to comply with any of the requirements of this section, shall constitute a material breach of the entire Agreement.

10. ATTORNEY'S FEES AND COSTS. If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs, and necessary disbursements in addition to any other relief to which such part may be entitled.

11. ASSIGNMENT. Consultant shall not assign any interest in this Agreement and shall not transfer any interest in the same without the prior written consent of District except that claims for money due or to become due Consultant from District under this Agreement may be assigned by Consultant to a bank, trust company, or other financial institution without such approval. Written notice of any such transfer shall be furnished promptly to District. Any attempt at assignment of rights under this Agreement except for those specifically consented to by both parties or as stated above shall be void.

12. PAYROLL TAXES AND DEDUCTIONS. Consultant shall promptly forward payroll taxes, insurances, and contributions to designated governmental agencies.

13. INDEPENDENT CONSULTANT. It is specifically understood and agreed that, in the making and performance of this Agreement, Consultant is an independent consultant and is not an employee, agent or servant of District. Consultant is not entitled to any employee benefits. District agrees that Consultant shall have the right to control the manner and means of accomplishing the result contracted for herein.

Consultant is solely responsible for the payment of all federal, state and local taxes, charges, fees, or contributions required with respect to Consultant and Consultant's officers, employees, and agents who are engaged in the performance of this Agreement (including without limitation, unemployment insurance, social security and payroll tax withholding.)

14. OWNERSHIP OF DOCUMENTS. All non-proprietary reports, drawings, renderings, or other documents or materials prepared by Consultant hereunder are the property of District.

15. SEVERABILITY. If any provision of this Agreement is held to be unenforceable, the remainder of this Agreement shall be severable and not affected thereby.

16. ADHERENCE TO APPLICABLE DISABILITY LAW. Consultant shall be responsible for knowing and adhering to the requirements of Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act, (42 U.S.C. Sections 12101, et seq.). California Government Code Sections 12920 et seq., and all related state and local laws.

17. HIPAA COMPLIANCE. Consultant will adhere to Titles 9 and 22 and all other applicable Federal and State statutes and regulations, including the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and will make his best efforts to preserve data integrity and the confidentiality of protected health information.

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- 18. SAFETY RESPONSIBILITIES.** Consultant will adhere to all applicable CalOSHA requirements in performing work pursuant to this Agreement. Consultant agrees that in the performance of work under this Agreement, Consultant will provide for the safety needs of its employees and will be responsible for maintaining the standards necessary to minimize health and safety hazards.
- 19. JURISDICTION AND VENUE.** This Agreement shall be construed in accordance with the laws of the State of California and the parties hereto agree that venue of any action or proceeding regarding this Agreement or performance thereof shall be in Lake County, California. Consultant waives any right of removal it might have under California Code of Civil Procedure Section 394.
- 20. RESIDENCY.** All independent consultants providing services to District for compensation must file a State of California Form 590, certifying California residency or, in the case of a corporation, certifying that they have a permanent place of business in California.
- 21. NO THIRD-PARTY BENEFICIARIES.** Nothing contained in this Agreement shall be construed to create, and the parties do not intend to create, any rights in or for the benefit of third parties.
- 22. PUBLIC RECORDS ACT.** Consultant is aware that this Agreement and any documents provided to the County may be subject to the California Public Records Act and may be disclosed to members of the public upon request. It is the responsibility of the Consultant to clearly identify information in those documents that s/he considers to be confidential under the California Public Records Act. To the extent that the District agrees with that designation, such information will be held in confidence whenever possible. All other information will be considered public.