

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

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 \$672,000.

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 (“County”)/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

**AGREEMENT FOR FISH AND WILDLIFE MANAGEMENT AND
PLANNING SERVICES: TASK - A**

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: _____

**AGREEMENT FOR FISH AND WILDLIFE MANAGEMENT AND PLANNING SERVICES:
TASK - A**

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. We will follow the meeting schedule below as a guide:

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. WRA will attend; 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 and 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 Tule Lake and Scotts Creek and its surrounding watershed. This includes reports such as the County’s 2010 Scotts Creek Watershed Assessment, 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. Topographic Survey

WRA will partner with Munselle Civil Engineering to topographically survey up to four high priority CLH migration barriers on Scotts Creek. Whenever possible, both airborne and ground-based surveying systems will be used. WRA and Munselle have successfully teamed

**AGREEMENT FOR FISH AND WILDLIFE MANAGEMENT AND PLANNING SERVICES:
TASK - A**

on similar watershed restoration projects in the past. Munselle has over 20 engineering, surveying, and support staff with specialized expertise in surveying, engineering, and planning with office locations in both Ukiah and Healdsburg.

Task 3.2. Geomorphic Assessment

WRA will conduct geomorphic field surveys of Scotts Creek and Tule Lake 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 the confluence of Scotts and Middle Creek to upstream of where Scotts Creek historically flowed into Tule Lake. 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 foothill yellow-legged frog (FYLF), California red-legged frog (CRLF), and northwestern pond turtle (NPT). 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 California Native Plant Society (CNPS) database, and the USFWS Information for Planning and Consultation 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.

Along with the habitat site assessment WRA biologists will conduct a CLH passage barrier assessment to identify where CLH are being stranded by receding water levels in the Project Area. WRA will conduct site visits to identify barriers to CLH migration during the spring when water levels are receding. Specific field days will be scheduled based on rainfall and local hydrographs. WRA will cross-reference possible CLH barriers to other data like CDFW's CLH barrier assessment and Robinson Rancheria's CLH barrier inventory and produce a prioritized list and map of passage barriers in the Tule Lake/Scotts Creek Project Area.

**AGREEMENT FOR FISH AND WILDLIFE MANAGEMENT AND PLANNING SERVICES:
TASK - A**

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 to occur within the Project Area. 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, CLH barrier assessment, rare plant surveys.

Task 3.4. Aquatic Resources Delineation

Two WRA biologists, with 40-hour wetland delineation training, over a period of two field days, will conduct a delineation of Waters of the United States (WotUS) and Waters of the State (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, the 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 Scotts Creek and Tule Lake. Project Area 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

**AGREEMENT FOR FISH AND WILDLIFE MANAGEMENT AND PLANNING SERVICES:
TASK - A**

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 California Environmental Quality Act (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, Eileen Barrow & Associates (EBA), as a subconsultant to WRA will prepare a Cultural Resources Report for compliance with the CEQA, the County of Lake, and Section 106 of the National Historic Preservation Act. Archival research will be completed at the Northwest Information Center of the California Historical Resources Information System and at local and online libraries to assess the potential for prehistoric and historic-era cultural resources within the study area and its surroundings. The Native American Heritage Commission will be contacted for a Sacred Lands File search of the study area. Contact will also be initiated with local Native American tribes and individuals and notify them of our involvement in the project. This notification does not constitute legal consultation as defined by AB52 or Section 106 of the National Historic Preservation Act but is expected protocol for completing a Section 106 compliant report. A written technical report of findings will be completed that summarizes the results of the investigations and offers recommendations for the treatment of cultural resources.

Task 3.7. Baseline Conditions Report

WRA will prepare a Baseline Conditions Report that compiles and summarizes the results of the topographic survey, geomorphic assessment, Biological Resources Technical Report, aquatic resources delineation, and hydrologic assessment. It will also include representative site photos and identify opportunities for restoration relative to established Project Objectives. This report will inform the development of restoration design alternatives.

Task 3.8. Data Logger Installation for Hydrology Monitoring

Scotts Creek has one active stream gage for use in assessing stream flows at Lakeport. However, the United States Geological Survey (USGS) gage 11448800 is set to be discontinued October 1, 2025, due to lack of funding. As such, WRA will install three (3) pressure-transducing data loggers (stream gauges) concurrently with the geomorphic assessment to track surface water elevations in Scotts Creek.

This data will be used to establish baseline hydrologic conditions of the creek 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.

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

While final gage placement will be informed by onsite conditions at the time of installation, the intent is to gather data upstream of the connection of Scotts Creek and Tule Lake, immediately above and below each of the fish passage barriers to be removed, and downstream of where Tule Lake flows back into Scotts Creek. Each gage will consist of one pressure transducer/temperature data logger inside a slotted PVC pipe that will be surveyed upon 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 – April) 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.

Task 3.9. Hydrologic Analysis

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

- Observed hydrologic stage data from 3 WRA data loggers installed in Scotts 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 representing various events, which will be used in the hydraulic models to inform the design, including:
 - Flood frequency data for Scotts Creek (e.g., recurrence intervals 2-YR, 5-YR, 10-YR, 25-YR, 50- YR, 100-YR).
 - Design flow hydrographs for Scotts 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 Hydrology and Hydraulics Report.

Deliverables: Design flow hydrographs for use in hydraulic modeling.

Task 3.10 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.

**AGREEMENT FOR FISH AND WILDLIFE MANAGEMENT AND PLANNING SERVICES:
TASK - A**

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, in-channel 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 Design Basis Report.

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

Task 4. Conceptual Design Alternatives

Task 4.1 Conceptual Design Plans

WRA will prepare up to three (3) conceptual design alternatives for two (2) of the identified CLH passage barriers in the Project Area. These designs will focus on modifying or removing existing culverts and levees that currently block juvenile and adult CLH passage, contribute to channel incision and migration, sedimentation, habitat degradation, and flood risks. Conceptual design alternatives will also address overall habitat quality impairments identified within the entire Project Area, such as limited pools of sufficient depth to support CLH and other aquatic organisms, limited in-channel complexity, and limited cover from large wood, boulders, or aquatic vegetation. 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 (Task 3a), 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 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 two (2) CLH passage barriers and accompanying cross-section(s) and profile.

Task 4.2 Conceptual Design Alternatives Analysis and Memorandum

After developing conceptual design alternatives for two CLH passage barriers, WRA will analyze the costs and benefits of each alternative relative to the Project Objectives. Considerations will likely include improvements to juvenile and adult CLH passage, implementation costs, habitat benefits for target species, constructability, projected infrastructure lifespan, flooding risk, anticipated reductions in channel incision, lateral migration, and excess sediment inputs, permitting feasibility, maintenance considerations,

**AGREEMENT FOR FISH AND WILDLIFE MANAGEMENT AND PLANNING SERVICES:
TASK - A**

and climate resilience. 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 both passage barriers. WRA will develop a memorandum that summarizes the alternatives analysis and the preferred alternatives.
Deliverables: Conceptual Design Alternatives Analysis and Memorandum.

Task 4.3. Proposed Conditions Hydraulic Models

WRA will adapt the existing conditions HEC-RAS model to reflect post-project hydraulic conditions and evaluate the effects of CLH barrier removal/modification efforts. The model will predict velocities, shear stress, and water surface elevations that would result from conceptual design alternatives. The proposed conditions model will incorporate changes to channel geometry and infrastructure and will utilize the same flows modeled under existing conditions. Proposed conditions modeling will be iterative as the model output results will be used to inform the alternatives analysis and design adjustments. Methods and results will be incorporated into the Hydrology and Design Basis Memorandum.

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

Task 4.4. Permitting and Environmental Review Strategy

Early consultation with regulatory agency staff will be key to gaining support for the use of programmatic regulatory approvals for this Project. WRA regulatory, biological, and design staff are experienced in working with state and federal pathways that provide efficient permitting approval for restoration projects 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.

Deliverables and Services: Permitting and environmental review strategic guidance during design alternatives review.

Task 5 Scotts Creek Restoration Design

Task 5.1. 30% Design Barrier 1 & 2 Plans and Basis of Design Report

The WRA team will develop the preferred conceptual design alternatives for each of the two (2) barriers to be removed to 30% designs. It is our recommendation that only one preferred alternative for each barrier 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% restoration plans will likely include the following:

- A scaled, plan view depiction of channel pattern, Project Area boundaries, existing topography, aerial imagery, potential access points, potential staging areas, approximate limits of grading and disturbance, proposed grading contours, and proposed visitor access route(s).

**AGREEMENT FOR FISH AND WILDLIFE MANAGEMENT AND PLANNING SERVICES:
TASK - A**

- 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 such as bridges, culverts, or other fish passage elements.
- Cross-sections for Scotts Creek channel within the Project Area.
- Profile of anticipated channel alignment with upstream and downstream tie-ins, and anticipated in-channel structures such as grade control, habitat features, fish passage elements, etc.
- Planting/seeding locations and palettes.
- Preliminary earthwork (cut/fill) quantity estimates.

To accompany the 30% restoration plans, WRA will prepare a Basis of Design (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% restoration design for each fish passage barrier, 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.

A preliminary Opinion of Probable Construction Costs (OPCC) will be developed consistently with the Association for the Advancement of Cost Engineering (AACE) Class 3 guidelines.

Deliverables: One 30% barrier removal and restoration design plan for two (2) fish passage barriers to be removed in the Project Area, including: a single, plan view depiction of key design elements, cross-sections of channel and new infrastructure or fish passage elements, and proposed channel profile. BOD Report detailing the 30% restoration plans for each of the two (2) barriers to be removed in the Project Area and supporting analyses. Preliminary 30% OPCC.

Task 5.2. 60% Restoration Design Plans Barriers 1 & 2

Building upon the 30% drawings and BOD, WRA will further refine the BOD, and restoration plans for both barriers, developing more detailed plans. We will then submit draft versions of these documents to the County for review. WRA assumes one (1) round of revisions with the County after their review of the design plans. WRA assumes the final 60% Restoration Design Plans will be adequate for CEQA review and submission to natural resource agencies with permit application packages. Coordination meetings with the County and permitting agencies will be required for feedback on the design. A preliminary OPCC will be developed consistent with the Association for the AACE Class 2 guidelines.

Deliverables: A set of 60% design plans and BOD to be used in permit negotiations with relevant agencies. Intermediate 60% OPCC. Permit application packages.

**AGREEMENT FOR FISH AND WILDLIFE MANAGEMENT AND PLANNING SERVICES:
TASK - A**

Task 5.3 Permitting and Environmental Review

The full scope of environmental requirements will not be known until completion of the conceptual design plans. Based on WRA's experience with similar projects in similar contexts, this Task includes time for the following environmental processes:

CEQA review will be initiated based on the conceptual design plans. We propose to prepare CEQA documentation, including:

- Support for discussions with the County to determine the appropriate legally defensible level of environmental documentation required,
- Technical studies to inform the CEQA analysis,
- Preparation of a Project Description for use in CEQA and regulatory permits,
- Preparation of Administrative Draft, Screencheck Draft (for public circulation), Mitigation, Monitoring and Reporting Plan (MMRP) and all required public noticing (if requested). 12 hours of effort are included for responding to distinct and directly applicable public comments within the Project Team's expertise and knowledge, and
- Attendance at up to two public hearings associated with the completion of the CEQA process.
- Preparation of one draft and one final set of regulatory permit applications including:
 - USACE Permit Application (assumed as a Nationwide Permit),
 - Regional Water Quality Control Board (RWQCB) Water Quality Certification,
 - CDFW Lake or Streambed Alteration Agreement, and
 - Formal Consultation with the USFWS under Section 7 of the Federal Endangered Species Act.
- Response to one round of comments and additional questions from each of the regulatory agencies listed above working towards issuance of project permits.
- Deliverables:
 - Administrative Draft, Screencheck Draft, Final CEQA document, MMRP and required public noticing (if requested).
 - CEQA supporting technical studies.
 - USACE Regulatory Request System Nationwide Permit application.
 - Region 5 RWQCB Application for Water Quality Certification.
 - CDFW Environmental Permit Information Management System (EPIMS) Notification of Lake and Streambed Alteration.
 - Analysis of alternatives as required by the RWQCB.
 - Federal Endangered Species Act Biological Assessment.

The final scope of environmental requirements will be determined based on the refined project design elements. This scope of work assumes that Lake County Building Permits will be the responsibility of the construction contractor. The final level of CEQA documentation required will be determined based on the final project plans and discussions with the County. The scope of regulatory permits will depend on the final scope of project activities within aquatic areas. WRA will continue to monitor the changing environmental regulatory landscape throughout the process and will update the County if any modifications to federal or state environmental requirements may change the level of effort required to complete environmental documentation for the Project.

Task 5.4. 90% Restoration Design Plans Barriers 1 & 2

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

WRA will finalize the BOD and Restoration Plans, incorporating all the County and permitting agencies' feedback and comments. WRA will submit the final draft documents to the County for review. WRA assumes one (1) round of revisions with the County before submitting the documents to the permitting agencies. The documents will then be submitted to the permitting agencies to ensure all comments have been addressed and the design meets all requirements. Coordination meetings with the County and permitting agencies will be required for feedback on the design. A preliminary OPCC will be developed consistent with the AACE Class 1 guidelines.

Deliverables: A set of 90% Restoration Plans and BOD. 90% OPCC. Meetings with the County and relevant Agencies.

Task 5.5. 100% Restoration Design Plans Barriers 1 & 2

WRA will submit the final, approved BOD and Barrier Removal and Restoration plan for both fish passage barriers to be removed to the County and permitting agencies for approval. The County and permitting agencies review the documents one final time to ensure all requirements have been met and the design is ready to go out on bid and implementation. Coordination meetings with the County and permitting agencies will be required for feedback on the design.

Throughout the design stages, WRA, the County, and the permitting agencies will engage in the back-and-forth review process. WRA will revise the BOD and Plans based on the County and the permitting agencies' comments and feedback until the County and the permitting agencies approve of the documents. This collaborative process ensures that the final design meets the County and permitting agencies' expectations and requirements. The 30%, 60%, 90%, and 100% design stages involve iterative design processes, with the Consultant revising the BOD and Barrier Removal and Restoration Plan based on the County and permitting agencies' comments until the documents get approved. The process ensures the final design is thorough, accurate, and ready for implementation. A 100% OPCC will be developed consistent with the AACE Class 1 guidelines.

Deliverables: One 100% barrier removal and restoration design plan and permitting for two (2) fish passage barriers to be removed, including: a single, plan view depiction of key design elements, cross-sections of channel and new infrastructure or fish passage elements, and proposed channel profile. Finalized Basis of Design Reports and OPCC. Meetings with the County and relevant agencies to finalize project plans and permits.

Task 6. Scotts Valley Flood Reduction Plan Assessment and Recommendations

WRA will utilize the information collected and the tools developed during the preceding tasks to assess what measures could be employed to reduce flood risks on Scotts Creek, paying special attention to opportunities that simultaneously improve stream health and CLH habitat conditions.

6.1. Existing Conditions & Flood Risk Assessment

- Review FEMA mapping, historical flood data, prior studies, and climate projections.
- Conduct a public/community stakeholder meeting to gather local knowledge regarding historical flooding patterns, recurring problem areas, drainage constraints, and

**AGREEMENT FOR FISH AND WILDLIFE MANAGEMENT AND PLANNING SERVICES:
TASK - A**

community concerns, and incorporate that input into the existing conditions and flood risk assessment.

- Conduct field reconnaissance of channel capacity, sediment buildup, infrastructure constraints, and floodplain connectivity
- Develop/refine hydrologic and hydraulic (HEC-RAS) models
- Map flood extents and identify bottlenecks and high-risk areas

6.2. Problem Identification

- Characterize primary causes of flooding (sedimentation, reduced conveyance, constrictions)
- Evaluate climate sensitivity and long-term channel stability
- Identify impacts to infrastructure, properties, and aquatic habitat

6.3. Development of Flood Reduction Alternatives

- Prepare conceptual flood reduction strategies, including:
 - Floodplain reconnection and process-based restoration
 - Channel modifications or conveyance improvements
 - Culvert/bridge upgrades
 - Sediment management strategies
- Evaluate hydraulic performance and potential flood stage reductions
- Develop planning-level cost estimates

6.4. Alternatives Evaluation & Recommendations

- Compare alternatives based on effectiveness, cost, feasibility, environmental benefit, and resilience
- Identify preferred strategies and phased implementation plan

Deliverables: A comprehensive Scotts Valley Flood Reduction Plan that includes an existing conditions assessment, hydraulic modeling results, flood risk mapping, recommended flood reduction projects, and a funding and implementation roadmap to guide phased project advancement and future design efforts.

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.

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

**AGREEMENT FOR FISH AND WILDLIFE MANAGEMENT AND PLANNING SERVICES:
TASK - A**

- 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.

**AGREEMENT FOR FISH AND WILDLIFE MANAGEMENT AND PLANNING SERVICES:
TASK - A**

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.

**AGREEMENT FOR FISH AND WILDLIFE MANAGEMENT AND PLANNING SERVICES:
TASK - A**

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).

**AGREEMENT FOR FISH AND WILDLIFE MANAGEMENT AND PLANNING SERVICES:
TASK - A**

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.

**AGREEMENT FOR FISH AND WILDLIFE MANAGEMENT AND PLANNING SERVICES:
TASK - A**

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.

**AGREEMENT FOR FISH AND WILDLIFE MANAGEMENT AND PLANNING SERVICES:
TASK - A**

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.

**AGREEMENT FOR FISH AND WILDLIFE MANAGEMENT AND PLANNING SERVICES:
TASK - A**

- 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.