

**AGENDA FOR SPECIAL MEETING OF BOARD OF DIRECTORS
OF
SAN BERNARDINO VALLEY CONSERVATION TRUST,
a California Nonprofit Public Benefit Corporation**

Tuesday, October 24, 2023 – 2:00 P.M. (Pacific Time)

Location—1630 West Redlands Boulevard, Suite A, Redlands, California

Anyone wishing to join the meeting can join via Zoom:

Call in (669) 900-6833, Meeting ID: 824-1358-7509

To join the Zoom Meeting: <https://us06web.zoom.us/j/82413587509>

Note: Copies of staff reports and other documents relating to the items on this agenda are on file at the San Bernardino Valley Water Conservation District office and are available for public review during regular District business hours. New information relating to agenda topics listed, received, or generated by the District after the posting of this agenda, but before the meeting, will be made available upon request. The San Bernardino Valley Conservation Trust intends to follow California Open Meeting laws and the Americans with Disabilities Act (ADA) in all respects. If you need special assistance with respect to the agenda or other written materials forwarded to the members of the Board for consideration at the Board meeting, or if as an attendee or a participant at this meeting you will need special assistance, the District will attempt to accommodate you in every reasonable manner. Please contact Athena Monge at (909) 793-2503 at least 48 hours prior to the meeting to inform her of your particular needs and to determine if accommodation is feasible. Please advise us at that time if you will need accommodations to attend or participate in meetings on a regular basis.

CALL TO ORDER

ROLL CALL

1. PUBLIC PARTICIPATION

Members of the public may address the Board of Directors on any item that is within the jurisdiction of the Board; however, no action may be taken on any item not appearing on the agenda unless the action is otherwise authorized by Subdivision (b) Section 54954.2 of the Government Code.

2. CONSIDER FUEL MANAGEMENT SERVICES CONTRACT.....p. 3

Presenter: Milan Mitrovich

Recommendation: Authorize a Contract Service Agreement for Professional Services with Nakae & Associates, Inc.

**3. CONSIDER FUEL MANAGEMENT BIOLOGICAL SERVICES
CONTRACT.....p. 17**

Presenter: Milan Mitrovich

Recommendation: Authorize a Contract Service Agreement for Professional Services with Origin Biological.

4. ADJOURN MEETING

The next regularly scheduled Board of Directors Meeting will be on Wednesday, January 17, 2024 at 2:00 p.m., at 1630 W. Redlands Blvd., Redlands, CA.

CONTRACT SERVICES AGREEMENT FOR PROFESSIONAL SERVICES

THIS PROFESSIONAL SERVICES AGREEMENT FOR FUEL MANAGEMENT SERVICES (“Agreement”) by and between the **SAN BERNARDINO VALLEY CONSERVATION TRUST**, a California nonprofit corporation (“Trust”), and **NAKAE & ASSOCIATES, INC.**, a California corporation (“Consultant”), is effective BEGINNING OCTOBER 1, 2023 (“Effective Date”).

NOW THEREFORE, the parties hereto agree as follows:

1.0 SERVICES OF CONSULTANT

1.1 Scope of Services. In compliance with all of the terms and conditions of this Agreement, the Consultant shall provide fuel management and habitat restoration services in connection with Trust’s fuel management Programs, as detailed more specifically in the Scope of Services listed in Attachment A to this agreement. Consultant warrants that all work and services will be performed in a competent, professional, and satisfactory manner.

1.2 Authorization to Begin. The Consultant shall begin work or services upon being provided a written Initial Notice to Proceed by the Trust, which Trust will provide promptly upon Trust’s confirmation that the grant funding anticipated to be available from the United States Department of the Interior, Bureau of Land Management (“BLM”) grants is available to reimburse Trust for the cost of Consultant’s services to be provided hereunder. No work or services other than that described in the Scope of Services shall be initiated by the Consultant without express authorization of the Trust, and documented as a Change Order to this Agreement. Services listed in the Scope of Services as authorized in the first year of this Agreement shall be considered authorized to be performed by Consultant upon Consultant’s receipt of the Initial Notice to proceed, which services shall not exceed the total cost of one-hundred and eighty thousand (\$180,000.00) dollars. All other services listed in the Scope of Services are contingent upon the availability of grant funding being made available to Trust by BLM, and therefore no services, other than those listed as authorized in the first year of the Agreement may be undertaken without a written supplemental notice to proceed from Trust to Consultant. Consultant may not invoice for any tasks or services, and Trust shall not be obligated to pay for any tasks or services so performed, without a written notice to proceed from the Trust to Consultant covering those services, prior to the time such tasks or services are performed.

1.3 Compliance With Law. All work and services rendered hereunder shall be provided in accordance with applicable ordinances, resolutions, statutes, rules, and regulations of the Trust and any Federal, State, or local governmental agency of competent jurisdiction.

1.4 Licenses, Permits, Fees and Assessments. Consultant shall obtain at its sole cost and expense such licenses, permits, and approvals as may be required by law for the performance of the services required by this Agreement.

2.0 COMPENSATION

2.1 Contract Sum. For the services rendered pursuant to this Agreement, the Consultant shall be paid an amount not to exceed sixty thousand dollars (\$685,000.00) over the entire term of the Agreement. Payments shall be made by Trust to consultant on a time and materials basis, based upon and at the rates for services and tasks shown in the Schedule of Compensation attached hereto as Attachment “B.”

2.2 Method of Payment. Provided that Consultant is not in default under the terms of the Agreement, the Consultant shall be paid upon receipt by Trust of a detailed written record of services performed and time spent. Prior to payment of the final invoice, all work authorized by the Trust shall be completed, and all mapping, data, reports, or other deliverables shall be delivered to Trust by Consultant.

2.3 Content of Invoices. Each invoice submitted by the Consultant shall reflect the amount of time, a description of the work performed on each specific date within that time by each employee or sub-consultant for each task, and any materials or other direct costs. Invoices without this information shall not be paid. Invoices shall be submitted by Consultant to Trust no less frequently than quarterly.

2.4. Agreement Contingent on Availability of BLM Grant Funding. Consultant acknowledges and understands that the five-year duration of the term of this Agreement, as provided below, is contingent upon the availability to Trust of grant funding from BLM to Trust to reimburse Trust for Consultant’s services. Such contingency shall not excuse Trust from paying for Consultant’s services upon proper invoicing for same after Trust provides Consultant a written notice to proceed covering same, but the unavailability of such BLM funding for reimbursement of Consultant’s tasks or services shall be a legitimate ground for Trust to withhold such notice to proceed in the first instance for any non-completed item from the Scope of Services, or for terminating this Agreement in its entirety.

3.0 COORDINATION OF WORK

3.1 Representative of Consultant. Kevin Kirchner is hereby designated as the principal representative of the Consultant, authorized to act in its behalf with respect to the work and services specified herein and to make all decisions in connection therewith. Any substitution of the designated representative must be approved in advance by the Trust.

3.2 Contract Officer. Milan Mitrovich is hereby designated as the representative of the Trust, authorized to act in its behalf with respect to the work and services specified herein and make all decisions in connection therewith (“Contract Officer”). The Trust also designates Milan Mitrovich as Project Manager, who is authorized to direct work of the Consultant.

3.3 Prohibition Against Subcontracting or Assignment. Consultant shall not contract with any entity to perform in whole or in part the work and services required of Consultant herein without the prior express written approval of the Trust. Neither this Agreement nor any interest herein may be assigned or transferred, voluntarily or by operation of law, without the prior written approval of the Trust. Any such prohibited assignment or transfer shall be void.

3.4 Independent Consultant. Consultant shall perform all work and services required herein as an independent contractor of the Trust, and shall remain under only such obligations as are consistent with that role. Consultant shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of the Trust.

4.0 INSURANCE AND INDEMNIFICATION

4.1 Insurance. The Consultant shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to Trust, during the entire term of this Agreement including any extension thereof, the following policies of insurance:

4.1-01 Workers' Compensation Insurance. By signature hereunder, Consultant certifies that Consultant is aware of the provisions of Section 3700 of the Labor Code, which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and Consultant will comply with such provisions before commencing the performance or the work of this Agreement.

4.1-02 Workers' Compensation and Employer's Liability Insurance. The Consultant and all sub-consultants shall cover or insure under the applicable laws relating to workers' compensation insurance, all of their employees employed directly by them or through sub-consultants in carrying out the work contemplated under this Agreement, all in accordance with the Workers' Compensation and Insurance Act, Division IV of the Labor Code of the State of California and any Acts amendatory thereof. The Consultant shall provide employer's liability insurance in the amount of, at least, one million dollars (\$1,000,000.00) per accident for bodily injury and disease.

4.1-03 Liability Insurance. The Consultant shall provide and maintain at all times during the performance of this Agreement, the following commercial general liability insurance:

4.1-03.01 Coverage. Coverage shall be at least as broad as the following:

Commercial General Liability. Commercial General Liability coverage (Occurrence Form CG 0001) in the amount of one million dollars (\$1,000,000) per occurrence for bodily injury, personal injury, and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the project/location (with the ISO CG 2501 or insurer's equivalent

endorsement provided to the Trust) or the general aggregate limit shall be twice the required occurrence limit.

Professional Liability. Professional Liability appropriate to the Consultant's profession covering Consultant's wrongful acts, negligent actions, errors or omissions in the amount of one million dollars (\$1,000,000) per claim and annual aggregate.

4.1-03.02 Required Provisions. The policies specified in Section 4.1-03.01 are to state or be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days (10 days for nonpayment of premium) prior written notice by U.S. mail has been given to the Trust.

4.1-03.03 Required Format. All of the liability insurance shall be provided on policy forms satisfactory to the Trust. All insurance correspondence, notations, certificates, or other documents from the insurance carrier or agent/broker shall each separately reference the Trust project number.

4.1-03.04 Deductibles and Self-Insured Retention. Any deductible or self-insurance retention must be declared to and approved by the Trust. At the option of the Trust, the insurer shall reduce or eliminate such deductibles or self-insured retention.

4.1-03.05 Acceptability of Insurers. Insurance is to be placed with insurers having a current A.M. Best's rating of no less than A-:VII or equivalent or as otherwise approved by the Trust.

4.1-03.06 Evidences and Cancellation of Insurance. Prior to execution of this Agreement, the Consultants shall file with the Trust evidence of insurance satisfactory to the Trust. The insurer will give by U.S. mail written notice to the Trust at least thirty (30) days prior to the effective date of any cancellation, except for nonpayment of premium for which ten (10) days prior written notice will be given. The Consultant shall, upon demand of the Trust, deliver to the Trust all such policy or policies of insurance and the receipts for payment of premiums thereon.

4.1-03.07 Errors and Omissions/Professional Negligence. Consultant shall procure and maintain errors and omissions insurance, or professional liability insurance, at all times this Agreement is in effect, covering the services to be provided hereunder in the amount of one million dollars (\$1,000,000.00) per claim and annual aggregate.

4.1-03.08 Sub-Consultants. In the event that the Consultant employs other consultants as part of the services covered by this Agreement, it shall be the Consultant's responsibility to confirm that each sub-consultant meets the minimum insurance requirements specified above.

4.2 Indemnification. To the fullest extent permitted by law, Consultant shall indemnify and hold harmless and defend the Trust, its directors, officers, employees or designated volunteers, and each of them from and against:

4.2-01 Any and all claims, demands, causes of action, damages, costs, expenses, losses, or liabilities, in law or in equity, of every kind of nature whatsoever for, but not limited to, injury to or death of any person including Trust and/or Consultant, or any directors, officers, employees or designated volunteers of Trust or Consultant, and damages to or destruction of property of any person, including but not limited to, Trust and/or Consultant and their directors, officers, employees or designated volunteers, arising out of or in any manner directly or indirectly connected with the work to be performed under this Agreement, due to the Consultant's negligent acts, errors, or omissions committed or alleged to have been committed, except to the extent of Trust's sole negligence or willful misconduct.

4.2-02 Any and all actions, proceedings, damages, costs, expenses, penalties or liabilities, in law or equity, of every kind of nature whatsoever, arising out of, resulting from, or on account of the violation of any governmental law or regulation, compliance with which is the responsibility of Consultant, except in those cases of the Trust's sole negligence or willful misconduct.

4.2-03 Consultant shall defend, at its own cost, expense and risk, with Counsel of Trust's choice, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against Trust or Trust's directors, officers, employees or designated volunteers.

4.2-04 Consultant shall pay and satisfy any judgment, award or decree that may be rendered against Trust or its directors, officers, employees or designated volunteers, in any and all such aforesaid suits, actions or other legal proceeding.

4.2-05 Consultant shall reimburse Trust and its directors, officers, employees or designated volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided.

4.2-06 Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the Trust, or its directors, officers, employees or designated volunteers. Notwithstanding anything herein to the contrary, neither party shall be liable to the other for any punitive damages arising from this Agreement.

4.3 Laws, Regulations and Permits. The Consultant shall give all notices required by law and comply with all laws, ordinances, rules, and regulations pertaining to the conduct of the work. The Consultant shall be liable for all violations of the law in connection with work furnished by the Consultant.

4.4 Safety. The Consultant shall execute and maintain Consultant's work so as to avoid injury or damage to any person or property. In carrying out the work, the Consultant shall at all times, exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed, and be in compliance with all federal, state and local statutory and regulatory requirements including State

of California, Division of Industrial Safety (Cal/OSHA) regulations, and the U.S. Department of Transportation Omnibus Transportation Employee Testing Act (as applicable).

5.0 TERM OF AGREEMENT

5.1 Term. This Agreement shall be effective from the Effective Date, and shall continue in full force and effect for a term of five (5) years thereafter, provided, however, that this Agreement is revocable by the Trust upon thirty (30) days' written notice by Trust to Consultant, which notice may be predicated upon the unavailability of grant funding from the BLM to reimburse Trust for consultants services, or for any other reason, or until otherwise terminated under Section 6.11 below.

6.0 MISCELLANEOUS

6.1 Covenant Against Discrimination. The Consultant covenants that, by and for itself, its heirs, executors, assigns and all persons claiming under or through them, that there shall be no discrimination against, or segregation of, any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin, or ancestry in the performance of this Agreement.

6.2 Non-liability of Trust Officers and Employees. No officer or employee of the Trust shall be personally liable to the Consultant, or any successor in interest, in the event of any default or breach by the Trust or for any amount that may become due to the Consultant or to its successor, or for breach of any obligation of the terms of this Agreement.

6.3 Conflict of Interest. No officer or employee of the Trust shall have any financial interest, direct or indirect, in this Agreement, nor shall any such officer or employee participate in any decision relating to the Agreement which affects his or her financial interest or the financial interest of any corporation, partnership or association in which he or she is, directly or indirectly, interested, in violation of any State statute or regulation. The Consultant warrants that it has not paid or given and will not pay or give, any third party any money or other consideration for obtaining this Agreement.

6.4 Notice. Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail, in the case of the Trust, to the General Manager and to the attention of the Contract Officer, San Bernardino Valley Water Conservation Trust, 1630 W. Redlands Boulevard, Suite A, Redlands, CA 92373-0581, and in the case of the Consultant, to the person at the address designated on the execution page of this Agreement.

6.5 Interpretation. The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement.

6.6 Integration; Amendment. It is understood that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the parties, and none shall be used to interpret this Agreement. This Agreement may be amended at any time only by the mutual consent of the parties and only by an instrument in writing.

6.7 Severability. In the event that part of this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or inability to enforce shall not affect any of the remaining portions of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

6.8 Waiver. No delay or omission in the exercise of any right or remedy by a non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. A party's consent to or approval of any act by the other party requiring the party's consent or approval shall not be deemed to waive or render unnecessary the other party's consent to or approval of any subsequent act. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

6.9 Attorney's Fees. If either party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to reasonable attorney's fees, whether or not the matter proceeds to judgment.

6.10 Ownership of Work. All work performed and all work product generated by the Consultant hereunder shall be the exclusive property of the Trust. The Consultant shall provide to the Trust all notes, maps, graphs, worksheets, reports, computer databases and programs, or any other analysis or analytical tools created or produced by the Consultant in connection with its work performed hereunder ("work"), no later than the time of the completion of the Consultant's work or earlier termination of this Agreement under Section 6.11 below. The Consultant shall not disclose or utilize its work under this Contract in any other assignment or for any other purpose, or otherwise disclose or utilize such work, without the prior written consent of the Trust, which consent shall not be unreasonably withheld.

6.11 Termination. This Agreement may be terminated by either party giving 30 days notice in writing to the other party and sent by registered mail to the principal place of business that such notice is addressed. The right, duties, and responsibilities of the Consultant shall continue in full force during the period of this 30-day notice, unless otherwise directed by Trust. After the expiration of the 30-day interval following notice, no rights or liabilities shall arise out of this relationship, except that the indemnification provisions of Section 4.2 above shall survive termination, and any task undertaken by Consultant on written Trust authorization, and still uncompleted at the expiration of the notice period, shall be carried to completion by

Consultant and paid for by Trust at rates provided hereunder, unless mutually agreed in writing to the contrary, in accordance with the provisions herein.

6.12 Mediation. In the event of disagreement as to termination procedures, the Consultant and Trust shall meet and confer in an attempt to resolve the issue. If the meet and confer process fails to resolve any controversy or claim arising out of or related to work performed under this Agreement, within 10 business days after written notice by one party to the other identifying the nature of the dispute and requesting a meet and confer conference, such claim or controversy shall be submitted to non-binding mediation unless the parties mutually agree otherwise. The submission to non-binding mediation shall be upon such terms, conditions, and procedures as the parties might mutually agree, and shall not preclude the initiation or exercise of any other remedy, legal, equitable, or otherwise, available to any party. The mediation proceedings shall take place in San Bernardino County, California.

6.13 Corporate Authority. The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound.

IN WITNESS WHEREOF, the parties have executed and entered into this Agreement and by signature below:

NAKAE & ASSOCIATES, INC.

SAN BERNARDINO VALLEY
CONSERVATION TRUST

Kevin Kirchner

By: _____

By: _____

Date: _____

Date: _____

ATTACHMENT "A"

PROJECT BACKGROUND

The project, as described, is to result in reduced wildfire risk to surrounding communities by addressing increased fuel loads and minimizing rates of wildfire ignition within the Upper Santa Ana River Wash (Wash) located in the San Bernardino Valley.

Increased cover of invasive grasses and other flashy fuels together with observed increases in unauthorized human activity within the Wash over the last several decades has led to heavier fuel loads and rates of ignition increasing wildfire risk threatening neighboring communities and recognized Areas of Critical Environmental Concern (ACEC) managed by the Bureau of Land Management (BLM). Increasing human activity in the form of trespassing on public lands and the associated illegal encampments and debris fields has resulted in local environmental degradation and increased ignition risk. When coupled with increasing fuel loads resulting from substantial gains over the last several decades in the cover of invasive grasses (such as species of the genus *Bromus*) non-native broadleaf plants (e.g., *Brassica tournefortii*), a condition has been created in the Wash where neighboring communities in the City of Redlands, City of Highland and City of San Bernardino are increasingly experiencing greater wildfire risk.

The invasive annual grasses of Mediterranean origin located throughout the Wash are recognized to be flashy fuels, meaning they ignite and burn quickly, readily able to carry wildfire. Outcompeting native plants for limited water resources, the invasive grasses initiate growth early in the new rain year, taking advantage of the first rains and establish local dominance outcompeting many of the native forbs and young seedlings of native shrubs associated with the increasingly rare Riversidean Alluvial Fan Sage Scrub (RAFSS). Upon drying out the invasive grasses and mustards create fuel readily able to ignite. Humans directly or indirectly ignite most wildfires and with the rapid increase in the presence of illegal human encampments and other illicit activities in the Wash the likelihood of accidental or purposeful ignition has been magnified to unsafe levels.

The proposed work accomplishes fuel management activities on federal and non-federal land, reducing hazardous fuel loads and rates of wildfire ignition. Through the active removal and treatment of invasive grasses and broadleaf non-native plants, using mechanical, chemical, and manual means, across hundreds of acres of the Wash, defensible space is created in strategic locations, and the rate of fire spread is slowed. Reducing threats of ignition by addressing incidence of illegal trespass and human encampments in the Wash limits opportunities for wildfire ignition during critical times of the year, when wind-driven fire events are most likely to occur. Techniques used in reducing fuel loads support the establishment of fire resilient landscapes benefiting neighboring human communities and supporting threatened and endangered species present within the Wash.

SCOPE OF WORK

Serving as the restoration contractor for the project, Nakae & Associates, will help select and develop a strategy for removal of fuels across approximately 150 to 250 acres of RAFSS present in strategic locations of the Wash, implementing the strategy across a subset of the selected areas (with focus on dethatching, removal of dry vegetation, and treating new emergent non-native vegetation) during the 5-year POP.

Following participation in project planning activities (such as, mapping priority areas for fuels reduction and identifying appropriate and time-saving fuel reduction measures), initiation of fuels management activities will occur in year one prior to the onset of winter rains and will continue through the spring. In years two through five, Nakae will continue to manage fuel loads on active sites, expanding efforts to include additional acreage building towards the project goal.

By year three, Nakae working with San Bernardino Valley Water Conservation District (SBVWCD), will introduce sand spreading and mechanical means (such as scraping) in areas where fuel loads are expected to be best mitigated by such actions. In year four, Nakae will continue to manage project sites implementing fuel reduction measures, including manual removal and chemical treatment of targeted invasive plants (grasses, mustards, and other problematic invasives) prior to seed set to exhaust the non-native seed bank in managed areas. Introduction and use of native seed to encourage establishment of native species in project areas will be considered and potentially applied.

In year five, Nakae will continue to manage project sites implementing fuel reduction measures and partner with Origin Biological and SBVWCD to assess openness and native plant cover to evaluate and score the long-term sustainability fuel reduction measures within the project area. Nakae will report to the San Bernardino Valley Conservation Trust on a monthly basis to ensure progress in implementing fuel management activities is captured and problem-solve as needed.

GENERAL TECHNICAL APPROACH

Reducing fuel loads is known to affect a fire's intensity and rate of spread. In selecting strategic locations within the Wash to conduct fuel treatment, the project will have the ability to affect fire intensity, rate, and direction of spread. Existing groundwater recharge basins and dirt roads owned and maintained by SBVWCD can serve as partial barriers to fire within the Wash, slowing the rate of spread at critical times. Hundreds of acres of proposed fuel treatments are to be strategically located to take advantage of existing dirt roads and basins. When information regarding fuel size, position, and moisture, as well as, the location of existing man-made barriers is considered, the behavior of fire can be altered in substantial ways and the effectiveness of the fire control measures greatly increased by managing for fuel loads in targeted areas of the Wash.

Reductions in fuel load is recognized to be best accomplished principally by opening-up areas of the Wash burdened by high fuel loads of invasive grasses and non-native broadleaf species. Opening-up habitat would be accomplished principally by a combination of removal of live and dead invasive plant material (i.e., thatch) through mechanical (e.g., weed whipping) and chemical means (herbicide treatment targeting invasive grasses) each winter to reduce seed load and the likely prevalence of the grasses and other invasive plants following wet winter conditions, and through the occasional reintroduction of disturbance to select areas of the Wash in the form of mechanical means by scraping and removing topsoil rich in organics and laden with exotic seed and through the spreading of native sand captured from neighboring groundwater recharge activities performed by SBVWCD on Mill Creek to bury fines (e.g., clay and silt) supporting invasive grasses and mustards similar to what happens during natural storm events that result in bank overtopping and sheet flow across areas of the alluvial fan.

DETAILED SCOPE AND BUDGET

Year 1 (Oct. 1, 2023 – Sep. 30, 2024) -- \$180,000

Nakae will help select and develop a strategy for removal of fuels across approximately 75 to 100 acres of RAFSS present in strategic locations of the Wash, implementing the strategy across a subset of the selected areas (with focus on dethatching, removal of dry vegetation, and treating new emergent non-native vegetation).

Year 2 (Oct. 1, 2024 – Sep. 30, 2025) -- \$155,000

Building upon efficiencies learned through activities undertaken in Year 1, Nakae will continue to manage fuel loads on active sites during the winter and spring seasons, expanding efforts to remove dry vegetation, where appropriate, and treat emergent grasses on an additional 25 to 50 acres, beginning in the late fall and extending through the following spring.

Year 3 (Oct. 1, 2025 – Sep. 30, 2026) -- \$150,000

Nakae will continue fuels management activities across the entirety of project sites, introducing sand spreading during the summer and fall in cleared sites and mechanical means (such as scraping) in areas where fuel loads are expected to be best mitigated by such actions.

Year 4 (Oct. 1, 2026 – Sep. 30, 2027) -- \$100,000

Nakae will continue to manage project sites implementing fuel reduction measures, including the chemical and/or manual removal of targeted invasive plants (grasses, mustards, and other problematic invasives) prior to seed set to exhaust the non-native seed bank in managed areas, expanding work to include an additional 25 to 75 acres. Sand spreading will continue to be applied strategically in cleared areas. Introduction and use of native seed will be considered and likely to be applied in the late fall/early winter to encourage establishment of native species in select project areas.

Year 5 (Oct. 1, 2027 – Sep. 30, 2028) -- \$100,000

Nakae will continue to manage project sites implementing fuel reduction measures and partner with Origin Biological and SBVWCD to assess openness and native plant cover to evaluate and score the long-term sustainability fuel reduction measures accomplished within the project area.

Expenses will include: (1) personnel and fringe for a field crew to assist and lead planning efforts, operate machinery, and conduct manual activities related to implementing fuel reduction measures during Years 1-5. Note: all work completed by Nakae & Associates, Inc. will be completed on a T&M basis utilizing the rates shown on Attachment "B." Nakae's T&M rates will be updated on an annual basis to reflect labor increases.

PROJECT MONITORING

Project performance will be measured using the following metrics:

- Number of sites and acres undergoing fuel reduction activities
- Reduction of fuel cover values* at key milestone events with focus on years 1, 3, and 5
- Volume of surface fuels material removed
- Volume of sand spread
- Number and acreage of scraping events
- Written and verbal progress reports

**Fuel cover values are to be measured by SBVWCD and Origin Biological and to occur across established plots (of at least 0.5-acre in size). Plots will be located within and outside of management areas to allow for the establishment of reference sites (or controls).*

Data will be collected at the project onset, at the beginning of each annual maintenance period (late winter/early spring), and prior to the start of the new rain year (late fall). Reference (or control) sites will be selected in areas neighboring sites undergoing management actions to measure the effectiveness of management actions from one year to the next and within years, regardless of changing weather conditions (e.g., volume and timing of precipitation across rain-years). Changes in fuel loads and vegetation composition before and after treatments, across years, sites, and treatment regime, as well as in reference to control sites, will be analyzed by SBVWCD.

TIMETABLE OR MILESTONES TO COMPLETE EXPECTED OUTCOMES

Milestone / Task / Activity	Start Date	Completion Date
Initial project planning and determination of the extent and location of fuels management areas (measurable outcome is mapped acreage identifying targeted areas)	10/01/2023	10/01/2024
Implementation of management activities across fuel management areas (estimated to cover between 150 to 250 acres by the close of the POP, with actual acreage values depending on the management techniques applied; acreage impacted is measurable outcome)	11/01/2023	06/01/2028
Reduction of fuel cover values accomplished in management areas each year per project monitoring	01/01/2024	08/01/2028
Identification of unauthorized access points, debris fields, illegal encampments, coordination with appropriate agencies (see reported metrics above for specific documentation methods and measurable outcome with regards to noting project progress) *	10/01/2023	06/01/2028
Production of interim and final reports highlighting milestones achieved each year (document to be delivered on an annual basis to BLM)**	06/01/2024	10/01/2028

**To be completed principally by SBVWCD*

***To be completed principally by SBVCT & Origin Biological*

"Bidder's Equipment, Labor Time, and Materials" "Non-Prevailing Wage/Non-Davis Bacon Wage" September 2023 to September 2024	
ITEM	RATE/PERIOD
Labor	
Superintendent	\$ 110.00 /hour
"Class A Driver"	\$ 60.00 /hour
"Operator"	\$ 60.00 /hour
"Landscape Foreman"	\$ 55.00 /hour
"Landscape Foreman Travel Time"	\$ 82.50 /hour
"Landscape Crew Leader"	\$ 38.00 /hour
"Landscape Laborer"	\$ 32.00 /hour
Equipment 'Bare'	
Trencher	\$ 53.00 /hour
Backhoe	\$ 66.00 /hour
Skiploader	\$ 45.00 /hour
Bobcat	\$ 55.00 /hour
DC80 Dozer	\$ 65.00 /hour
750 HL Wheel Loader	\$ 85.00 /hour
Semi/Lowbed	\$ 104.00 /hour
Dump Truck 'Roll-off'	\$ 90.00 /hour
Water Truck	\$ 50.00 /hour
1 Ton Flatbed	\$ 20.00 /hour
Pick-up Truck	\$ 15.00 /hour
Compressor	\$ 125.00 /day
Wacker	\$ 75.00 /day
200-Gallon Sprayer	\$ 200.00 /day
Hand Rototiller	\$ 100.00 /day
Irrigation Trailer	\$ 50.00 /day
Toro Dingo	\$ 150.00 /day
Kubota RTV 900	\$ 75.00 /day
Auger 'Attachment'	\$ 10.00 /hour
8' Disk 'Attachment'	\$ 25.00 /hour
14' Mower 'Attachment'	\$ 25.00 /hour
6' Flail Mower 'Attachment'	\$ 25.00 /hour
81" Tiller 'Attachment'	\$ 25.00 /hour
Fecon Mower 'Attachment'	\$ 50.00 /hour
Materials	Cost + 15% Mark-up
Dump Fees	Cost + 15% Mark-up
Subcontractor	Cost + 10% Mark-up

Note: We will be charging 2 hours of "Landscape Foreman Travel Time" per day for each Foreman, Driver or Operator that drives a company owned crew truck back and forth from our yard in Irvine to the site. This covers the overtime that we must pay to them.

CONTRACT SERVICES AGREEMENT FOR PROFESSIONAL SERVICES

THIS PROFESSIONAL SERVICES AGREEMENT FOR FUEL MANAGEMENT BIOLOGICAL SERVICES (“Agreement”) by and between the **SAN BERNARDINO VALLEY CONSERVATION TRUST**, a California nonprofit corporation (“Trust”), and **ORIGIN BIOLOGICAL**, a California corporation (“Consultant”), is effective BEGINNING OCTOBER 1, 2023 (“Effective Date”).

NOW THEREFORE, the parties hereto agree as follows:

1.0 SERVICES OF CONSULTANT

1.1 Scope of Services. In compliance with all of the terms and conditions of this Agreement, the Consultant shall provide biological monitoring, survey, and reporting services in connection with Trust’s fuel management Programs, as detailed more specifically in the Scope of Services listed in Attachment A to this agreement. Consultant warrants that all work and services will be performed in a competent, professional, and satisfactory manner.

1.2 Authorization to Begin. The Consultant shall begin work or services upon being provided a written Initial Notice to Proceed by the Trust, which Trust will provide promptly upon Trust’s confirmation that the grant funding anticipated to be available from the United States Department of the Interior, Bureau of Land Management (“BLM”) grants is available to reimburse Trust for the cost of Consultant’s services to be provided hereunder. No work or services other than that described in the Scope of Services shall be initiated by the Consultant without express authorization of the Trust, and documented as a Change Order to this Agreement. Services listed in the Scope of Services as authorized in the first year of this Agreement shall be considered authorized to be performed by Consultant upon Consultant’s receipt of the Initial Notice to proceed, which services shall not exceed the total cost of twenty-five thousand (\$25,000.00) dollars. All other services listed in the Scope of Services are contingent upon the availability of grant funding being made available to Trust by BLM, and therefore no services, other than those listed as authorized in the first year of the Agreement may be undertaken without a written supplemental notice to proceed from Trust to Consultant. Consultant may not invoice for any tasks or services, and Trust shall not be obligated to pay for any tasks or services so performed, without a written notice to proceed from the Trust to Consultant covering those services, prior to the time such tasks or services are performed.

1.3 Compliance With Law. All work and services rendered hereunder shall be provided in accordance with applicable ordinances, resolutions, statutes, rules, and regulations of the Trust and any Federal, State, or local governmental agency of competent jurisdiction.

1.4 Licenses, Permits, Fees and Assessments. Consultant shall obtain at its sole cost and expense such licenses, permits, and approvals as may be required by law for the performance of the services required by this Agreement.

2.0 COMPENSATION

2.1 Contract Sum. For the services rendered pursuant to this Agreement, the Consultant shall be paid an amount not to exceed sixty thousand dollars (\$60,000.00) over the entire term of the is Agreement. Payments shall be made by Trust to consultant on a time and materials basis, based upon and at the rates for services and tasks shown in the Schedule of Compensation attached hereto as Attachment “B.”

2.2 Method of Payment. Provided that Consultant is not in default under the terms of the Agreement, the Consultant shall be paid upon receipt by Trust of a detailed written record of services performed and time spent. Prior to payment of the final invoice, all work authorized by the Trust shall be completed, and all mapping, data, reports, or other deliverables shall be delivered to Trust by Consultant.

2.3 Content of Invoices. Each invoice submitted by the Consultant shall reflect the amount of time, a description of the work performed on each specific date within that time by each employee or sub-consultant for each task, and any materials or other direct costs. Invoices without this information shall not be paid. Invoices shall be submitted by Consultant to Trust no less frequently than quarterly.

2.4. Agreement Contingent on Availability of BLM Grant Funding. Consultant acknowledges and understands that the five-year duration of the term of this Agreement, as provided below, is contingent upon the availability to Trust of grant funding from BLM to Trust to reimburse Trust for Consultant’s services. Such contingency shall not excuse Trust from paying for Consultant’s services upon proper invoicing for same after Trust provides Consultant a written notice to proceed covering same, but the unavailability of such BLM funding for reimbursement of Consultant’s tasks or services shall be a legitimate ground for Trust to withhold such notice to proceed in the first instance for any non-completed item form the Scope of Services, or for terminating this Agreement in its entirety.

3.0 COORDINATION OF WORK

3.1 Representative of Consultant. Mikael Romich is hereby designated as the principal representative of the Consultant, authorized to act in its behalf with respect to the work and services specified herein and to make all decisions in connection therewith. Any substitution of the designated representative must be approved in advance by the Trust.

3.2 Contract Officer. Milan Mitrovich is hereby designated as the representative of the Trust, authorized to act in its behalf with respect to the work and services specified herein and make all decisions in connection therewith (“Contract Officer”). The Trust also designates Milan Mitrovich as Project Manager, who is authorized to direct work of the Consultant.

3.3 Prohibition Against Subcontracting or Assignment. Consultant shall not contract with any entity to perform in whole or in part the work and services required of

Consultant herein without the prior express written approval of the Trust. Neither this Agreement nor any interest herein may be assigned or transferred, voluntarily or by operation of law, without the prior written approval of the Trust. Any such prohibited assignment or transfer shall be void.

3.4 Independent Consultant. Consultant shall perform all work and services required herein as an independent contractor of the Trust, and shall remain under only such obligations as are consistent with that role. Consultant shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of the Trust.

4.0 INSURANCE AND INDEMNIFICATION

4.1 Insurance. The Consultant shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to Trust, during the entire term of this Agreement including any extension thereof, the following policies of insurance:

4.1-01 Workers' Compensation Insurance. By signature hereunder, Consultant certifies that Consultant is aware of the provisions of Section 3700 of the Labor Code, which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and Consultant will comply with such provisions before commencing the performance or the work of this Agreement.

4.1-02 Workers' Compensation and Employer's Liability Insurance. The Consultant and all sub-consultants shall cover or insure under the applicable laws relating to workers' compensation insurance, all of their employees employed directly by them or through sub-consultants in carrying out the work contemplated under this Agreement, all in accordance with the Workers' Compensation and Insurance Act, Division IV of the Labor Code of the State of California and any Acts amendatory thereof. The Consultant shall provide employer's liability insurance in the amount of, at least, one million dollars (\$1,000,000.00) per accident for bodily injury and disease.

4.1-03 Liability Insurance. The Consultant shall provide and maintain at all times during the performance of this Agreement, the following commercial general liability insurance:

4.1-03.01 Coverage. Coverage shall be at least as broad as the following:

Commercial General Liability. Commercial General Liability coverage (Occurrence Form CG 0001) in the amount of one million dollars (\$1,000,000) per occurrence for bodily injury, personal injury, and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the project/location (with the ISO CG 2501 or insurer's equivalent endorsement provided to the Trust) or the general aggregate limit shall be twice the required occurrence limit.

Professional Liability. Professional Liability appropriate to the Consultant's profession covering Consultant's wrongful acts, negligent actions, errors or omissions in the amount of one million dollars (\$1,000,000) per claim and annual aggregate.

4.1-03.02 Required Provisions. The policies specified in Section 4.1-03.01 are to state or be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days (10 days for nonpayment of premium) prior written notice by U.S. mail has been given to the Trust.

4.1-03.03 Required Format. All of the liability insurance shall be provided on policy forms satisfactory to the Trust. All insurance correspondence, notations, certificates, or other documents from the insurance carrier or agent/broker shall each separately reference the Trust project number.

4.1-03.04 Deductibles and Self-Insured Retention. Any deductible or self-insurance retention must be declared to and approved by the Trust. At the option of the Trust, the insurer shall reduce or eliminate such deductibles or self-insured retention.

4.1-03.05 Acceptability of Insurers. Insurance is to be placed with insurers having a current A.M. Best's rating of no less than A-:VII or equivalent or as otherwise approved by the Trust.

4.1-03.06 Evidences and Cancellation of Insurance. Prior to execution of this Agreement, the Consultants shall file with the Trust evidence of insurance satisfactory to the Trust. The insurer will give by U.S. mail written notice to the Trust at least thirty (30) days prior to the effective date of any cancellation, except for nonpayment of premium for which ten (10) days prior written notice will be given. The Consultant shall, upon demand of the Trust, deliver to the Trust all such policy or policies of insurance and the receipts for payment of premiums thereon.

4.1-03.07 Errors and Omissions/Professional Negligence. Consultant shall procure and maintain errors and omissions insurance, or professional liability insurance, at all times this Agreement is in effect, covering the services to be provided hereunder in the amount of one million dollars (\$1,000,000.00) per claim and annual aggregate.

4.1-03.08 Sub-Consultants. In the event that the Consultant employs other consultants as part of the services covered by this Agreement, it shall be the Consultant's responsibility to confirm that each sub-consultant meets the minimum insurance requirements specified above.

4.2 Indemnification. To the fullest extent permitted by law, Consultant shall indemnify and hold harmless and defend the Trust, its directors, officers, employees or designated volunteers, and each of them from and against:

4.2-01 Any and all claims, demands, causes of action, damages, costs, expenses, losses, or liabilities, in law or in equity, of every kind of nature whatsoever for, but not

limited to, injury to or death of any person including Trust and/or Consultant, or any directors, officers, employees or designated volunteers of Trust or Consultant, and damages to or destruction of property of any person, including but not limited to, Trust and/or Consultant and their directors, officers, employees or designated volunteers, arising out of or in any manner directly or indirectly connected with the work to be performed under this Agreement, due to the Consultant's negligent acts, errors, or omissions committed or alleged to have been committed, except to the extent of Trust's sole negligence or willful misconduct.

4.2-02 Any and all actions, proceedings, damages, costs, expenses, penalties or liabilities, in law or equity, of every kind of nature whatsoever, arising out of, resulting from, or on account of the violation of any governmental law or regulation, compliance with which is the responsibility of Consultant, except in those cases of the Trust's sole negligence or willful misconduct.

4.2-03 Consultant shall defend, at its own cost, expense and risk, with Counsel of Trust's choice, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against Trust or Trust's directors, officers, employees or designated volunteers.

4.2-04 Consultant shall pay and satisfy any judgment, award or decree that may be rendered against Trust or its directors, officers, employees or designated volunteers, in any and all such aforesaid suits, actions or other legal proceeding.

4.2-05 Consultant shall reimburse Trust and its directors, officers, employees or designated volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided.

4.2-06 Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the Trust, or its directors, officers, employees or designated volunteers. Notwithstanding anything herein to the contrary, neither party shall be liable to the other for any punitive damages arising from this Agreement.

4.3 Laws, Regulations and Permits. The Consultant shall give all notices required by law and comply with all laws, ordinances, rules, and regulations pertaining to the conduct of the work. The Consultant shall be liable for all violations of the law in connection with work furnished by the Consultant.

4.4 Safety. The Consultant shall execute and maintain Consultant's work so as to avoid injury or damage to any person or property. In carrying out the work, the Consultant shall at all times, exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed, and be in compliance with all federal, state and local statutory and regulatory requirements including State of California, Division of Industrial Safety (Cal/OSHA) regulations, and the U.S. Department of Transportation Omnibus Transportation Employee Testing Act (as applicable).

5.0 TERM OF AGREEMENT

5.1 Term. This Agreement shall be effective from the Effective Date, and shall continue in full force and effect for a term of five (5) years thereafter, provided, however, that this Agreement is revocable by the Trust upon thirty (30) days' written notice by Trust to Consultant, which notice may be predicated upon the unavailability of grant funding from the BLM to reimburse Trust for consultants services, or for any other reason, or until otherwise terminated under Section 6.11 below.

6.0 MISCELLANEOUS

6.1 Covenant Against Discrimination. The Consultant covenants that, by and for itself, its heirs, executors, assigns and all persons claiming under or through them, that there shall be no discrimination against, or segregation of, any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin, or ancestry in the performance of this Agreement.

6.2 Non-liability of Trust Officers and Employees. No officer or employee of the Trust shall be personally liable to the Consultant, or any successor in interest, in the event of any default or breach by the Trust or for any amount that may become due to the Consultant or to its successor, or for breach of any obligation of the terms of this Agreement.

6.3 Conflict of Interest. No officer or employee of the Trust shall have any financial interest, direct or indirect, in this Agreement, nor shall any such officer or employee participate in any decision relating to the Agreement which affects his or her financial interest or the financial interest of any corporation, partnership or association in which he or she is, directly or indirectly, interested, in violation of any State statute or regulation. The Consultant warrants that it has not paid or given and will not pay or give, any third party any money or other consideration for obtaining this Agreement.

6.4 Notice. Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail, in the case of the Trust, to the General Manager and to the attention of the Contract Officer, San Bernardino Valley Water Conservation Trust, 1630 W. Redlands Boulevard, Suite A, Redlands, CA 92373-0581, and in the case of the Consultant, to the person at the address designated on the execution page of this Agreement.

6.5 Interpretation. The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement.

6.6 Integration; Amendment. It is understood that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the parties, and none shall be used to interpret this Agreement. This Agreement

may be amended at any time only by the mutual consent of the parties and only by an instrument in writing.

6.7 Severability. In the event that part of this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or inability to enforce shall not affect any of the remaining portions of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

6.8 Waiver. No delay or omission in the exercise of any right or remedy by a non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. A party's consent to or approval of any act by the other party requiring the party's consent or approval shall not be deemed to waive or render unnecessary the other party's consent to or approval of any subsequent act. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

6.9 Attorney's Fees. If either party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to reasonable attorney's fees, whether or not the matter proceeds to judgment.

6.10 Ownership of Work. All work performed and all work product generated by the Consultant hereunder shall be the exclusive property of the Trust. The Consultant shall provide to the Trust all notes, maps, graphs, worksheets, reports, computer databases and programs, or any other analysis or analytical tools created or produced by the Consultant in connection with its work performed hereunder ("work"), no later than the time of the completion of the Consultant's work or earlier termination of this Agreement under Section 6.11 below. The Consultant shall not disclose or utilize its work under this Contract in any other assignment or for any other purpose, or otherwise disclose or utilize such work, without the prior written consent of the Trust, which consent shall not be unreasonably withheld.

6.11 Termination. This Agreement may be terminated by either party giving 30 days notice in writing to the other party and sent by registered mail to the principal place of business that such notice is addressed. The right, duties, and responsibilities of the Consultant shall continue in full force during the period of this 30-day notice, unless otherwise directed by Trust. After the expiration of the 30-day interval following notice, no rights or liabilities shall arise out of this relationship, except that the indemnification provisions of Section 4.2 above shall survive termination, and any task undertaken by Consultant on written Trust authorization, and still uncompleted at the expiration of the notice period, shall be carried to completion by Consultant and paid for by Trust at rates provided hereunder, unless mutually agreed in writing to the contrary, in accordance with the provisions herein.

6.12 Mediation. In the event of disagreement as to termination procedures, the Consultant and Trust shall meet and confer in an attempt to resolve the issue. If the meet and confer process fails to resolve any controversy or claim arising out of or related to work performed under this Agreement, within 10 business days after written notice by one party to the other identifying the nature of the dispute and requesting a meet and confer conference, such claim or controversy shall be submitted to non-binding mediation unless the parties mutually agree otherwise. The submission to non-binding mediation shall be upon such terms, conditions, and procedures as the parties might mutually agree, and shall not preclude the initiation or exercise of any other remedy, legal, equitable, or otherwise, available to any party. The mediation proceedings shall take place in San Bernardino County, California.

6.13 Corporate Authority. The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound.

IN WITNESS WHEREOF, the parties have executed and entered into this Agreement and by signature below:

CONSULTANT

SAN BERNARDINO VALLEY
CONSERVATION TRUST

Mikael Romich

By: _____

By: _____

Date: _____

Date: _____

ATTACHMENT "A"

PROJECT BACKGROUND

The project, as described, is to result in reduced wildfire risk to surrounding communities by addressing increased fuel loads and minimizing rates of wildfire ignition within the Upper Santa Ana River Wash (Wash) located in the San Bernardino Valley.

Increased cover of invasive grasses and other flashy fuels together with observed increases in unauthorized human activity within the Wash over the last several decades has led to heavier fuel loads and rates of ignition increasing wildfire risk threatening neighboring communities and recognized Areas of Critical Environmental Concern (ACEC) managed by the Bureau of Land Management (BLM). Increasing human activity in the form of trespassing on public lands and the associated illegal encampments and debris fields has resulted in local environmental degradation and increased ignition risk. When coupled with increasing fuel loads resulting from substantial gains over the last several decades in the cover of invasive grasses (such as species of the genus *Bromus*) non-native broadleaf plants (e.g., *Brassica tournefortii*), a condition has been created in the Wash where neighboring communities in the City of Redlands, City of Highland and City of San Bernardino are increasingly experiencing greater wildfire risk.

The invasive annual grasses of Mediterranean origin located throughout the Wash are recognized to be flashy fuels, meaning they ignite and burn quickly, readily able to carry wildfire. Outcompeting native plants for limited water resources, the invasive grasses initiate growth early in the new rain year, taking advantage of the first rains and establish local dominance outcompeting many of the native forbs and young seedlings of native shrubs associated with the increasingly rare Riversidean Alluvial Fan Sage Scrub (RAFSS). Upon drying out the invasive grasses and mustards create fuel readily able to ignite. Humans directly or indirectly ignite most wildfires and with the rapid increase in the presence of illegal human encampments and other illicit activities in the Wash the likelihood of accidental or purposeful ignition has been magnified to unsafe levels.

The proposed work accomplishes fuel management activities on federal and non-federal land, reducing hazardous fuel loads and rates of wildfire ignition. Through the active removal and treatment of invasive grasses and broadleaf non-native plants, using mechanical, chemical, and manual means, across hundreds of acres of the Wash, defensible space is created in strategic locations, and the rate of fire spread is slowed. Reducing threats of ignition by addressing incidence of illegal trespass and human encampments in the Wash limits opportunities for wildfire ignition during critical times of the year, when wind-driven fire events are most likely to occur. Techniques used in reducing fuel loads support the establishment of fire resilient landscapes benefiting neighboring human communities and supporting threatened and endangered species present within the Wash.

SCOPE OF WORK

Origin Biological (Origin) will conduct surveys for threatened and endangered species and participate in planning efforts tied to selecting and mapping the preferred locations for fuel modification in years one and two of the project. In years two and three, Origin will perform additional assessment and surveys needed to evaluate initiated fuels management work and prioritize additional areas for treatment. In years four and five, Origin will continue assessment of the fuels treatment with focus on completing measures of non-native grass removal relative to established control plots, performing assessments of ongoing management activities as it relates to fuel loads and openness factors, coordinating with SBVWCD and Nakae & Associates and communicating findings to partners and making recommendations for future program advancement. Origin will report to the Conservation Trust monthly to ensure progress and problem-solve as needed.

GENERAL TECHNICAL APPROACH

Reducing fuel loads is known to affect a fire's intensity and rate of spread. In selecting strategic locations within the Wash to conduct fuel treatment, the project will have the ability to affect fire intensity, rate, and direction of spread. Existing groundwater recharge basins and dirt roads owned and maintained by SBVWCD can serve as partial barriers to fire within the Wash, slowing the rate of spread at critical times. Hundreds of acres of proposed fuel treatments are to be strategically located to take advantage of existing dirt roads and basins. When information regarding fuel size, position, and moisture, as well as, the location of existing man-made barriers is considered, the behavior of fire can be altered in substantial ways and the effectiveness of the fire control measures greatly increased by managing for fuel loads in targeted areas of the Wash.

Reductions in fuel load is recognized to be best accomplished principally by opening-up areas of the Wash burdened by high fuel loads of invasive grasses and non-native broadleaf species. Opening-up habitat would be accomplished principally by a combination of removal of live and dead invasive plant material (i.e., thatch) through mechanical (e.g., weed whipping) and chemical means (herbicide treatment targeting invasive grasses) each winter to reduce seed load and the likely prevalence of the grasses and other invasive plants following wet winter conditions, and through the occasional reintroduction of disturbance to select areas of the Wash in the form of mechanical means by scraping and removing topsoil rich in organics and laden with exotic seed and through the spreading of native sand captured from neighboring groundwater recharge activities performed by SBVWCD on Mill Creek to bury fines (e.g., clay and silt) supporting invasive grasses and mustards similar to what happens during natural storm events that result in bank overtopping and sheet flow across areas of the alluvial fan.

DETAILED SCOPE AND BUDGET

Year 1 (Oct. 1, 2023 – Sep. 30, 2024) -- \$25,000

Origin will participate in planning efforts tied to selecting the preferred locations for fuel modification to be addressed in the first phases of the project. Origin will conduct surveys for threatened and endangered species, as needed, in areas slated for management. Mapping activities, performed by Origin, identifying priority areas for treatment will be used to guide the workloads of Nakae throughout the different phases of the project.

Year 2 (Oct. 1, 2024 – Sep. 30, 2025) -- \$15,000

Building upon efficiencies learned through activities undertaken in Year 1, Origin will continue to work with Nakae and SBVWCD to plan and assist in mapping fuel management activities during the winter and spring seasons, expanding efforts to remove dry vegetation on additional acreage in the late summer and early fall. Origin will perform additional assessment and species surveys needed to evaluate initiated fuels management work and prioritize and clear additional areas for treatment.

Year 3 (Oct. 1, 2025 – Sep. 30, 2026) -- \$10,000

Origin will continue assessment of the fuels treatment with focus on completing measures of non-native grass removal relative to established control plots. Origin will assist with planning for sand spreading activities.

Year 4 (Oct. 1, 2026 – Sep. 30, 2027) -- \$5,000

Origin will perform assessments of ongoing management activities as it relates to fuel loads and openness factors, coordinating with SBVWCD and Nakae. Introduction and use of native seed will be considered and likely be applied by SBVWCD working with Origin in the late fall/early winter to encourage establishment of native species in project areas.

Year 5 (Oct. 1, 2027 – Sep. 30, 2028) -- \$5,000

Origin will partner with SBVWCD to assess openness and native plant cover to evaluate and score the long-term sustainability fuel reduction measures accomplished within the project area. Origin will perform final assessments of management activities as it relates to fuel load reduction and openness factors, communicating findings to partners and making recommendations for future program advancement.

Expenses will include: (1) personnel and fringe for the lead biologist and support staff to conduct biological surveys and assist with planning efforts, assess changing conditions, and coordinate with Nakae and SBVWCD, regarding the effectiveness of individual management actions related to implementing fuel reduction measures during Years 1-5. Origin will report to the Conservation Trust monthly to ensure progress and problem-solve as needed. Note: all work completed by Origin Biological will be completed on a T&M basis utilizing the rates shown on Attachment "B". Origin's rates will be updated on an annual basis to reflect labor increases.

PROJECT MONITORING

Project performance will be measured using the following metrics:

- Number of sites and acres undergoing fuel reduction activities
- Reduction of fuel cover values* at key milestone events with focus on years 1, 3, and 5
- Volume of surface fuels material removed
- Volume of sand spread
- Number and acreage of scraping events
- Written and verbal progress reports

**Fuel cover values are to be measured by SBVWCD and Origin Biological and to occur across established plots (of at least 0.5-acre in size). Plots will be located within and outside of management areas to allow for the establishment of reference sites (or controls).*

Data will be collected at the project onset, at the beginning of each annual maintenance period (late winter/early spring), and prior to the start of the new rain year (late fall). Reference (or control) sites will be selected in areas neighboring sites undergoing management actions to measure the effectiveness of management actions from one year to the next and within years, regardless of changing weather conditions (e.g., volume and timing of precipitation across rain-years). Changes in fuel loads and vegetation composition before and after treatments, across years, sites, and treatment regime, as well as in reference to control sites, will be analyzed by SBVWCD.

TIMETABLE OR MILESTONES TO COMPLETE EXPECTED OUTCOMES

Milestone / Task / Activity	Start Date	Completion Date
Initial project planning and determination of the extent and location of fuels management areas (measurable outcome is mapped acreage identifying targeted areas)	10/01/2023	10/01/2024
Implementation of management activities across fuel management areas (estimated to cover between 150 to 250 acres by the close of the POP, with actual acreage values depending on the management techniques applied; acreage impacted is measurable outcome)	01/01/2024	06/01/2028
Reduction of fuel cover values accomplished in management areas each year per project monitoring	01/01/2024	08/01/2028
Identification of unauthorized access points, debris fields, illegal encampments, coordination with appropriate agencies (see reported metrics above for specific documentation methods and measurable outcome with regards to noting project progress) *	10/01/2023	06/01/2028
Production of interim and final reports highlighting milestones achieved each year (document to be delivered on an annual basis to BLM)**	06/01/2024	10/01/2028

**To be completed principally by SBVWCD*

***To be completed principally by SBVCT & Origin Biological*

ATTACHMENT "B"

Labor Time October 2023 through September 2024	
Labor	Rate/Period
Lead Biologist	\$95.00
Field Assistant	\$85.00