RESOLUTION - ACTION REQUESTED 2021-222

MEETING: April 20, 2021
TO: The Board of Supervisors
FROM: Dallin Kimble, County Administrative Officer
RE: MCRCD Yosemite Area Forest Restoration Grant Agreement

RECOMMENDATION AND JUSTIFICATION:
Approve a Landowner Access Agreement (Exhibit E) for work to be completed in Yosemite West; and authorize the County Administrative Officer to sign the agreement.

Mariposa County Resource Conservation District (RCD) has received a grant from the California Wildlife Conservation Board to, among other things, reduce wildfire fuels along major road corridors in Yosemite National Park and the community of Yosemite West. RCD has indicated that some of the fuels currently exist on County property in Yosemite West and it is seeking permission to access those properties to mitigate the risk of high-severity wildfire.

Wildfire risk is a primary concern of residents and the reason the Board recently approved a wildfire protection plan. Finding this action aligned with the goals and objectives of that plan, staff recommends approval of this agreement.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
On February 16, 2021, the Board approved an updated community wildfire protection plan.

The County frequently partners with RCD on projects that benefit the residents and natural resources in our community.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Do not approve. Work will not be completed in Yosemite West.

FINANCIAL IMPACT:
There is no financial expense to the County; the proposed project would mitigate work that would otherwise require County resources.

ATTACHMENTS:
WCB_grant_-_Yosemite_Area_Forest_Restoration_Agreement (PDF)
Exhibit E (PDF)
Resolution - Action Requested 2021-222

RESULT: ADOPTED [UNANIMOUS]
MOVER: Rosemarie Smallcombe, District I Supervisor
SECONDER: Wayne Forsythe, District IV Supervisor
AYES: Smallcombe, Sweeney, Long, Forsythe, Menetrey
EXHIBIT E - LANDOWNER ACCESS AGREEMENT

Access Agreement

MARIPOSA COUNTY RESOURCE CONSERVATION DISTRICT
YOSEMITE AREA FOREST RESTORATION

This Access Agreement ("Agreement") is entered into by and between the Mariposa County Resource Conservation District ("MCRCD") and [Mariposa County: Responsible Party]. The MCRCD and Responsible Party are sometimes referred to herein individually as a "Party" and collectively, the "Parties").

RECITALS

A. Responsible Party represents and warrants that it owns, operates or is a tenant of the real property described on Exhibit A attached hereto ("Property") and is authorized to enter into this Agreement.

B. The MCRCD is a Resource Conservation District organized under California Public Resources Code Section 9001 et seq.

C. Forests in the Yosemite area are in need of hazardous fuels removal.

D. The MCRCD has received all necessary permits to implement the Yosemite Area Forest Restoration, Phase 2 project ("Project") and enhance forest health and reduce hazardous fuels through selective thinning activities.

E. The MCRCD, in partnership with the Yosemite National Park, UC Berkeley, and California Office of Emergency Services, has received funding from the California Wildlife Conservation Board to work with Responsible Party and others to implement the Project.

F. The long-term success of the Project is dependent on participation of Responsible Parties in the Yosemite area where hazardous fuel loads are high.

G. Responsible Party acknowledges the benefits of the Project and therefore has agreed to allow the MCRCD to enter the Property to implement the Project on the terms and conditions set forth herein.

NOW THEREFORE, the RCD and Responsible Party agree as follows:

1. Grant of Right of Access.

   (a) Right of Access. Responsible Party hereby grants to the MCRCD, its employees, agents or designees, the right of access to the Property to implement the Project at all times as
may be reasonably necessary or appropriate during the term of this Agreement. The MCRCD's right of access includes the right to allow personnel and equipment on the Property as reasonably appropriate. The right of access to the Property granted herein is subject to all the terms and conditions set forth in this Agreement.

(b) Work Area. Except for ingress and egress, the MCRCD's work relating to the Project shall be confined to the areas shown on Exhibit A ("Work Area"). The Parties acknowledge and agree that the Work Area will be used, altered and maintained in accordance with the Project.

(c) Nonexclusive Right. The MCRCD's right of access to the Property is not exclusive. Responsible Party, its employees and invitees shall each have the right to use the Property for all purposes as are permitted by federal, state, and local statutes, laws, ordinances, codes, regulations and rules, or as determined by Responsible Party, so long as such use does not interfere with the MCRCD's rights hereunder.

(d) Advance Notice. The MCRCD shall give no less than seven (7) days advance notice prior to entry. The notice shall be sufficient if made either by telephone or by mail, directed to the address and telephone number shown below or to an alternate address provided by Responsible Party.

(e) No Property Interest Conveyed. This Agreement does not convey a property interest to the MCRCD in the Property or any portion thereof. This Agreement shall not be recorded in the official records of Mariposa County.

2. Term of Agreement. The term of this Agreement shall commence on the date all the Parties have signed this Agreement ("Commencement Date"), and terminate ten (10) years after the Commencement Date, unless the term of this Agreement is extended by mutual agreement of the Parties or unless sooner terminated as provided in this Agreement.

3. Default. In the event of a material default by the MCRCD, this Agreement may be terminated by Responsible Party a) provided the Responsible Party gives MCRCD written notice of the default, which notice shall describe the nature of the default, and b) provided MCRCD is given sixty (60) days to cure the default. In the event the MCRCD fails to cure the default within such 60 day period, the Responsible Party may terminate this Agreement.

4. Responsibility for Project Costs. For the first five (5) years of this Agreement, all Project costs shall be the sole responsibility of the MCRCD.

5. Cooperation and Coordination. During the Term of this Agreement, Responsible Party and MCRCD agree that: (a) each Party will cooperate and coordinate its activities with one another in order not to disturb ongoing use of the Work Area; (b) Responsible Party will not intentionally take action to disrupt the progress of the Project; (c) MCRCD will continue monitoring and maintenance of the Project with assistance from the Responsible Party when needed for 10 years, commencing from the date of execution; and (d) each Party will take, use, provide and make proper, reasonable, necessary and sufficient precautions, safeguards and protections against the occurrence of any accidents, injuries or damage to any person or the Property.

6. Insurance and Indemnification.
(a) **Insurance.** MCRCD agrees to obtain and/or maintain at its own cost and expense general liability insurance in the sum of not less than $2,500,000 for each occurrence and not less than $2,500,000 combined limit.

(b) **Indemnification.** MCRCD shall indemnify, defend, and hold Responsible Party harmless from any and all claims, liability, losses, costs, charges, or expenses ("Claim" or "Claims") which Responsible Party may incur as a result of any negligent or wrongful act or omission of MCRCD in its use of the right of access granted under this Agreement. This indemnification obligation shall not apply to the extent a Claim is the result of the negligent or wrongful act or omission of Responsible Party.

(c) **Repair of Damage.** MCRCD shall promptly repair any damage to the Property caused by the acts or omissions of the MCRCD or its employees or contractors.

7. **Compliance with Applicable Laws.** MCRCD agrees to comply in all respects with any and all applicable federal, state, and local statutes, laws, ordinances, codes, regulations, and permit conditions in connection with Project.

8. **Notice.**

(a) **Method of Notice.** The Parties shall give all notices and communications between the Parties by (i) personal delivery, (ii) a nationally-recognized, next-day courier service, (iii) first-class registered or certified mail, postage prepaid, (iv) fax or (v) electronic mail to the Party’s address specified in this agreement, or to the address that a Party has notified to be that Party’s address for the purposes of this section. Receipt of Notice. A notice given under this Agreement will be effective on the other Party’s receipt of it.

**Responsible Party:**

Attn: **Dallin Kimble**
Mariposa County
P.O. Box 784 Mariposa CA 95338
209-966-3232
dkimble@mariposaCounty.org

**RCD:**

Mariposa County Resource Conservation District
P.O. Box 2403
Mariposa, CA 95338
Attn: Melinda Barrett
Phone: (559) 580-0944
E-mail: mariposacountyrccd@gmail.com

9. **General Provisions.**

(a) **Recitals.** The recitals set forth above are, by this reference, incorporated into and deemed a part of this Agreement.

(b) **Integration.** This Agreement contains the complete and entire agreement between the Parties and cannot be altered, modified or amended except by the written agreement of the Parties. The Parties agree that there are no oral agreements, understandings, representations or warranties which are not expressly set forth herein.
(c) **Binding Effect.** This Agreement shall inure to the benefit of and bind the Parties hereto and their successors and assigns.

(d) **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of California.

(e) **Captions.** All sections and paragraph headings and captions appearing in this Agreement are included for convenience only, and shall not be considered in interpreting this Agreement.

(f) **Severability.** If any term, provisions, condition or covenant of this Agreement shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and this Agreement shall otherwise be valid and enforceable to the fullest extent permitted by law.

(g) **Exhibits.** All exhibits attached hereto are hereby incorporated by reference and made a part of this Agreement.

(h) **Waiver.** A waiver by one Party of the performance of any covenant, agreement, obligation or condition, shall not be construed as a waiver of any other covenant, agreement or condition. A waiver by any Party of the performance of any act shall not constitute a waiver of the performance of any other act or an identical act required to be performed at a later time.

(i) **Interpretation.** Each Party and its counsel has reviewed and revised this Agreement and any rule of contract interpretation to the effect that ambiguities or uncertainties are to be interpreted against the drafting Party or the Party who caused it to exist shall not be employed in the interpretation of this Agreement or any document executed in connection herewith.

(j) **Mediation of Disputes.** If a dispute arises out of or relates to this Agreement or the breach thereof, the Parties agree to first try in good faith to settle the dispute by non-binding mediation before resorting to binding arbitration or litigation.

(k) **Jurisdiction and Venue.** The Parties acknowledge and understand that the making of this Agreement is in Mariposa County, California. The exclusive venue for any suit, action or proceeding shall be in Mariposa County, California.

(l) **Counterparts.** This Agreement may be executed and delivered in counterparts, each of which shall be deemed to be a duplicate original hereof. This Agreement may also executed in multiple counterparts and shall be effective when counterparts hereof, when taken together, bear the signatures of all the Parties set forth below.

(m) **Authority.** The undersigned Parties affirm that the individuals signing this Agreement have been granted the authority to do so.

**IN WITNESS WHEREOF,** the undersigned Parties have caused this Agreement to be signed, executed, and delivered as of the date and year set forth below.

**Landowner Signature**

[Signature]

Printed Name

J. Dallin Kimble

Date 4/20/2021

**MCRCD Board President Signature**

[Signature]

Printed Name

Paul S. Meche

Date
David Mecchi
President of the Board
Mariposa County Resource Conservation District
P.O. Box 2403
Mariposa, CA 95338
dmd6catman@yahoo.com

YOSEMITE AREA FOREST RESTORATION, PHASE 2
MARIPosa COUNTY
GRANT AGREEMENT NO.: WC-2096JG
PROJECT ID: 2020139

2/4/2021
Dear Mr. Mecchi:

Enclosed is a copy of a Grant Agreement for the above referenced project (WC-2096JG), which is tentatively scheduled for consideration at the February 25, 2021, meeting of the Wildlife Conservation Board. Prior to formally placing this project on the February agenda, we will need the enclosed Grant Agreement to be signed on behalf of the grantee with a DocuSign electronic signature.

Once approved, we will send you a fully approved and signed copy for your records. In order to maintain a place on the February meeting agenda, the agreement must be signed using DocuSign by February 19, 2021. Please do not incur any costs toward this project until you have received a fully approved agreement along with a notice to proceed.

Thank you for your help and interest working the Wildlife Conservation Board to advance this important conservation work. If you have any questions, please contact Judah Grossman at (916) 445-8892 or judah.grossman@wIlde.Ke.ca.gov.

Sincerely,

Scott McFarlin, Supervisor
Restoration and Development

Enclosure(s)

ec: Julie Vance, Regional Manager
CDFW Central Region (4)
CALIFORNIA WILDLIFE CONSERVATION BOARD

GRANT AGREEMENT

Between

STATE OF CALIFORNIA, WILDLIFE CONSERVATION BOARD

and

MARIPOSA COUNTY RESOURCE CONSERVATION DISTRICT

for

YOSEMITE AREA FOREST RESTORATION, PHASE 2

MARIPOSA COUNTY, CALIFORNIA

WC-2096JG

State of California
Natural Resources Agency
Department of Fish and Wildlife
Wildlife Conservation Board

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GRANTEES: Mariposa County Resource Conservation District
P.O. Box 2403
Mariposa, CA 95338
Attn: Melinda Barrett
Phone: (559) 580-0944
E-mail: mariposacountyrcd@gmail.com

GRANTOR: Wildlife Conservation Board
P.O. Box 944209
Sacramento, CA 94244-2090
Attn: Judah Grossman
Phone: (916) 445-8892
E-mail: judah.grossman@wildlife.ca.gov

Grant Agreement No.: WC-2096JG

Board Approval Date: February 25, 2021

Projected Completion Date: March 31, 2025

Terms of Agreement:

Capital Improvements: Notice to Proceed Date (2/26/2021) through March 31, 2025

Management: Completion of Capital Improvements to February 25, 2046

Project Life: Twenty-five years

Project ID: 2020139

Grant Amount: $4,239,244

Fund Source: Proposition 68
1. SCOPE OF AGREEMENT

Pursuant to the Wildlife Conservation Law of 1947, Chapter 4.0 of Division 2, (commencing with Section 1300) of the California Fish and Game Code; the California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access For All Act of 2018 (Proposition 68), Section 80132(f); and the approval granted by the Wildlife Conservation Board on February 25, 2021, the Wildlife Conservation Board (Grantor) hereby grants to Mariposa County Resource Conservation District (Grantee), a sum not to exceed four million two hundred thirty-nine thousand two hundred forty-four dollars ($4,239,244) (Grant Funds), upon and subject to the terms and conditions of this Grant Agreement (Agreement).

2. PURPOSES OF GRANT

Grantor is entering into this Agreement, and the Grant Funds shall be used, only for the purpose of assisting Grantee with the project generally described as forest restoration (Project) on approximately 2,153 acres of land commonly known as Yosemite National Park and the community of Yosemite West, located in Mariposa County, California (Property). The Property is generally shown on the attached Exhibit A - LOCATION MAP.

3. CONDITIONS OF GRANT

Grantor’s obligation to disburse Grant Funds under this Agreement is conditioned upon and subject to the satisfactory completion of all of the following conditions:

3.1 Grantor shall have reviewed and approved all documents pertaining to the Project, including, without limitation, feasibility and planning studies, designs, plans, budgets, cost estimates, timelines, and agreements. Such review and approval by Grantor will be for compliance with this Agreement as well as funding and other requirements applicable to Grantor and shall not be unreasonably withheld.

3.2 Grantor shall have reviewed and approved a certified resolution or other appropriate action of the governing board or governing body of Grantee, authorizing the execution and performance of this Agreement and the carrying out of the Project by Grantee.

3.3 Grantee shall have disclosed all funding sources for the Project, including all amounts applied for or obtained from sources other than Grantor. These amounts shall be reflected in the attached Exhibit B – BUDGET (Budget) by Budget category. As between Grantor and Grantee, Grantee shall be responsible for any and all Project costs that exceed the amount of the Grant Funds provided under this Agreement.

3.4 The grant proposal shall have been approved by the Wildlife Conservation Board at a public meeting, this Agreement shall have been fully executed by Grantor and Grantee, and Grantee shall have received a written "Notice to Proceed" from Grantor. The approval of the grant proposal by the Wildlife Conservation Board, if such approval is given, shall not constitute authorization for the commencement of the Project or expenditure of Grant Funds. No expenditure made or activity initiated prior to Grantee’s receipt of a written Notice to Proceed from Grantor will be eligible for reimbursement by Grantor.
4. DISBURSEMENTS

4.1 Upon satisfaction of all of the Conditions of Grant set forth in Section 3, above, and so long as Grantee is not in breach or default under this Agreement, Grantor agrees to disburse the Grant Funds to Grantee, in arrears, in installments as set forth in this Section 4. Disbursements shall be made not more frequently than monthly and disbursements of less than $5000 should be made not more frequently than quarterly. All disbursements shall be subject to the availability of funds for purposes of the Project as provided in Section 4.8.

4.2 Grantee shall request disbursement of Grant Funds by submitting a disbursement request to Grantor for approved budgeted work performed on the Project in accordance with Section 4.3. Disbursement shall be contingent upon approval of the disbursement request by Grantor.

4.3 The disbursement request must be submitted on Grantee's letterhead, signed by an authorized representative of Grantee, and include a written description of the work completed during the period of the disbursement request. Requests for disbursement must be itemized using the same categories included in the attached Budget. A Disbursement Request Template provides the format to use for submitting disbursement requests to Grantor. Each disbursement request shall contain supporting or back-up documentation for all amounts shown on the request, including receipts for all materials and supplies, all Grantee staff time shown by number of hours worked and hourly rate, and all contractor or sub-contractor services.

4.4 Grantor may withhold ten percent (10%) of the total approved amount from each disbursement (Retained Grant Funds) until Grantor has approved the completion of the Project, the final report required by Section 6.4, and the final request for disbursement.

4.5 Upon completion of Project activities, Grantee may request disbursement of the Retained Grant Funds. Grantee shall submit this request no later than thirty (30) days after the Project Completion Date (as defined in Section 6.1).

4.6 Please submit disbursement requests electronically to WCB at WCBClerical@wildlife.ca.gov and WCB Project Manager (Judah.Grossman@wildlife.ca.gov) with “Project ID 2020139 Invoice No. ___” in the subject line.

Alternatively, hard copy requests for disbursement can be sent to:

Wildlife Conservation Board
P.O. Box 944209
Sacramento, California 94244-2090
Attn: Judah Grossman

4.7 Grantee shall reimburse Grantor for any erroneous disbursement of Grant Funds under this Agreement. Reimbursement shall occur within 30 days of written demand by Grantor. Interest shall accrue at the highest rate allowed by law from the time that reimbursement becomes due and owing until received by Grantor.
4.8 Despite any contrary provision of this Agreement, Grantor shall not be obligated to disburse any remaining unpaid portion of the Grant Funds unless and until sufficient funds identified for allocation to the Project (as further specified in the Funding Certification attached to this Agreement) are released by the State Treasurer’s Office to Grantor for expenditure for this grant. No request for disbursement submitted prior to the release of such funds to Grantor shall be effective.

4.9 With the final invoice, Grantee shall provide a completed Final Cost Share Accounting Form when work is completed. The completed Final Cost Share Accounting Form shall identify and delineate all cost share funds expended and in-kind services provided during the Grant term before Project completion and will be consistent with Exhibit B – BUDGET.

5. BUDGET AND INDIRECT COSTS

5.1 The attached Budget is an estimate of the Grantee’s anticipated costs for the Project and discloses all funding sources for the Project, including all amounts applied for or obtained from sources other than Grantor. Should the Budget not disclose all funding sources for the Project, Grantor may refer this grant to the Department of Finance for a Project audit. Grantee may seek additional funding from sources other than Grantor, with Grantor’s approval, to cover cost increases or to reduce Grantor’s cost share. Should Grantee obtain additional funds from sources other than Grantor, Grantee shall promptly notify Grantor of the amounts and sources of the additional funding and submit a proposed new budget reflecting any changes to Grantor for its approval.

When actual Project costs indicate that the costs of certain Budget categories payable by Grantor are higher than estimated, and these higher costs are offset by lower costs in other Budget categories payable by Grantor, the Grantee may submit a written request to Grantor to shift funds between such Budget categories. Contingencies shall be used only upon written approval by Grantor. Grantor shall approve or deny a requested Budget revision or use of contingencies in writing within 10 business days of receipt of Grantee’s written request.

5.2 Indirect cost rates are limited to 20 percent of the total direct WCB Grant Funds minus subcontractor and equipment costs. Any amount over 20 percent will not be funded but may be used as cost share. If Grantee seeks to recover indirect or administrative costs, this item should be included as a line item in the Budget. Any cost that is billed as a direct cost may not be included in indirect cost rates. Indirect costs include, but are not limited to, the following: workers compensation insurance, utilities, office space rental, phone, and copying which is directly related to completion of the Project.

Costs for subcontractors and purchase of equipment cannot be included in the calculation of indirect costs in the Budget. It is the responsibility of the Grantee to keep documentation for all indirect costs claimed in Exhibit B. For all indirect costs claimed, Grantee must keep backup documents in audit-ready files (these documents are not provided to WCB).
6. GRANTEE’S COVENANTS

In consideration of this Agreement, Grantee hereby covenants and agrees as follows:

6.1 Grantee will complete or cause to be completed all Project activities in accordance with Grantee’s proposed design and specifications submitted to Grantor, a copy of which is attached as Exhibit C - WORK PLAN and incorporated herein by this reference, on or before March 31, 2025 (Projected Completion Date). The Project will be considered complete when all Project activities have been completed and Grantor has approved the completion of the Project, the final report required by Section 6.4, and the final request for disbursement.

6.2 Grantee is responsible for obtaining all necessary permits and approvals for the Project (including its construction, management, monitoring, operation, use and maintenance), and complying with all federal, state and local statutes, laws, regulations, ordinances, orders and other governmental and quasi-governmental requirements that apply to the Project (including its construction, management, monitoring, operation, use and maintenance).

6.3 Grantee shall recognize the cooperative nature of the Project and shall provide credit to the Grantor on signs, demonstrations, promotional materials, advertisements, publications and exhibits prepared or approved by Grantee referencing the Project. Any sign installed on the Property referencing the Project shall be subject to the mutual agreement of Grantor, Grantee and Landowner regarding text, design and location and shall display the logo of Grantor. Grantee shall post one or more signs on the Property to indicate the participation of Grantor in providing Grant Funds for the Project and a logo referencing the fund source (Proposition 68); which logo is available on Grantor’s website: www.wcb.ca.gov.

6.4 Not later than 30 days following the completion of all Project activities Grantee will submit one hard copy and one digital copy of a final report of accomplishments, including pre- and post-Project photographs and a final design or site plan of the Project, to Grantor.

6.5 Grantee shall ensure that the Property restored with funds provided by Grantor is operated, used and maintained throughout the Project Life consistent with the Purposes of Grant and in accordance with the long-term management plan for the Project attached as Exhibit D – MANAGEMENT PLAN. Grantee may contract with Landowner to manage the Project on behalf of Grantee, however, as between Grantor and Grantee such management will remain the responsibility of Grantee.

6.6 The Grantee shall cause the Landowner to permit Grantor and their respective members, officers, employees, agents and representatives, to access the Property at least once every twelve months from the date of Grantor’s Notice to Proceed through the end of the Project Life for purposes of inspections and monitoring. Such access shall be at times reasonably acceptable to the Landowner and the requester following written or verbal request to the Grantee.
The Grantee will obtain signed Private Property Access agreements such as the attached Exhibit E – SAMPLE LANDOWNER ACCESS AGREEMENT prior to any work commencing on landowner’s property as required for project activities.

7. BREACH AND REMEDIES

7.1 In the event of a breach of Grantee’s obligations under this Agreement, Grantor shall give notice to Grantee describing the breach. If Grantee does not cure the breach described in the Grantor’s notice within 90 days after the date of Grantor’s notice (or, if the breach cannot reasonably be cured within 90 days, Grantee does not commence the cure within the 90-day period and diligently pursue it to completion), then Grantee shall be in default of this Agreement.

7.2 In the event of a default by Grantee before the Project is complete then, in addition to any and all other remedies available at law or in equity, Grantor may seek specific performance of this Agreement. Grantee agrees that specific performance is an appropriate remedy because the benefits to Grantor from Grantee’s completion of the Project in accordance with this Agreement, as described in Section 2 (Purpose of Grant), are unique and damages would not adequately compensate Grantor for the loss of such benefits.

7.3 In the event of a default by Grantee, in addition to any and all other remedies available at law or in equity, Grantor may withhold Grant Funds from Grantee or may require reimbursement of Grant Funds that were disbursed in error due to a breach of the Grant terms, including incorrect billing of indirect costs as identified in Section 5.2.

7.4 In the event of a default by Grantee, in addition to any and all other remedies available under this Agreement, at law or in equity, Grantor may require Grantee to reimburse the Grant Funds to Grantor in an amount determined by application of the following Reimbursement Formula:

"Reimbursement Formula"

Formula: Dollar amount of Grant Funds divided by Project Life, times the number of years remaining in the Project Life.

Example: Grantor grants $50,000 to Grantee for the restoration and enhancement of wetland and riparian habitat, and the Project Life is 25 years. With 10.5 years remaining on the Project Life, the Grantee is in default under the Agreement. The reimbursement amount would be $21,000, calculated as follows:

\[
\frac{50,000}{25 \text{ years}} \times 10.5 \text{ years} = 21,000
\]

Reimbursement shall be due from Grantee immediately upon written demand by Grantor. Interest shall accrue at the highest rate allowed by law from the time that the reimbursement becomes due until it is actually received by Grantor.

7.5 Any costs incurred by Grantor, where Grantor is the prevailing party, in enforcing the terms of this Agreement, including but not limited to costs of suit, attorneys’ and
8. ADDITIONAL TERMS AND CONDITIONS

8.1 Grantee Responsible for Project
While the Grantor undertakes to assist the Grantee with the Project by providing a grant pursuant to this Agreement, the Project itself remains the sole responsibility of the Grantee. Grantor undertakes no responsibilities to the Grantee, the Landowner, or any third party, other than as expressly set out in this Agreement. The responsibility for implementing the Project is solely that of the Grantee, as is the responsibility for any claim or suit of any nature by any third party related in any way to the Project.

8.2 Contracts
All agreements between Grantee and any third party related to the Project must be in writing and contain language that establishes the right of the auditors of the State of California to examine the records of the third party relative to the goods, services, equipment, materials, supplies or other assistance provided to Grantee for the Project. Grantee shall provide a complete copy of each agreement over $10,000 to Grantor prior to commencing work.

8.3 Indemnification
To the fullest extent permitted by law, Grantee shall indemnify, protect, and hold harmless the Wildlife Conservation Board and the State of California, and their respective members, officers, agents, employees and representatives, from and against any and all claims, demands, damages, losses, costs (including attorneys’ fees), expenses, and liability of any nature (Claims) arising out of or incident to the Project, Grantee’s entry upon and use of the Property, and the performance of, or failure to observe or perform, any obligations of the Grantee under this Agreement. The obligations of Grantee under this Section 8.3 include, without limitation, Claims resulting from the generation, use, storage, disposal, release or threatened release of any hazardous or toxic substance, material or waste; petroleum or petroleum products and other substances that present a threat to human health or the environment.

8.4 Amendment; Severability
This Agreement may be modified only by a written amendment signed by Grantor and Grantee. No oral or written understanding or agreement not incorporated in this document shall be binding on the parties.

If any provision of this Agreement or the application thereof to any person or circumstance is held to be invalid or unenforceable, that shall not affect any other provision of this Agreement or applications of the Agreement that can be given effect without the invalid provision or application. To this end the provisions of this Agreement are severable.
8.5 Independent Capacity of Grantee; Withholding and Payments
Grantee, its members, officers, directors, employees, agents, and representatives, is each acting in an independent capacity in entering into and carrying out this Agreement, and not as a partner, member, officer, agent, employee, or representative of Grantor. Grantee is responsible for withholding and paying employment taxes, insurance and deductions of any kind required by federal, state, or local laws.

8.6 No Assignment or Transfer
This Agreement is not assignable or transferable by Grantee, either in whole or in part, without the prior written consent of Grantor which Grantor may grant or withhold in Grantor’s discretion.

8.7 Accounting/Records/Audits
Grantee shall maintain complete and accurate records of its actual Project costs, in accordance with generally accepted accounting principles and practices, and shall retain said records for at least three years after final disbursement by Grantor. During such time, Grantee shall make said records available (or cause them to be made available) to the State of California for inspection and audit purposes during normal business hours. Expenditures not documented, and expenditures not allowed under this Agreement or otherwise authorized in writing by Grantor shall be borne by Grantee. The audit shall be confined to those matters connected with this Agreement, including but not limited to administration and overhead costs.

8.8 Use of Grant Funds to Secure Additional Funding
Grantee agrees that the funding provided under this Agreement shall not be used as cost share for other grants, or to secure loans or other monetary awards without written approval from the Executive Director, Wildlife Conservation Board. Such approval shall not be unreasonably withheld as long as the purposes for which the grant was awarded are maintained.

8.9 Termination or Suspension of Agreement
At any time before Grantee has broken ground on the Project Grantor may terminate this Agreement for any reason by providing Grantee not less than 30 days written notice of termination. In addition, Grantor may suspend this Agreement at any time upon written notice to Grantee. In either case, Grantee shall immediately stop work under this Agreement and take all reasonable measures to prevent further costs to Grantor. The Grantor shall be responsible for reasonable and non-refundable obligations or expenses incurred by the Grantee under this Agreement prior to the date of the notice to terminate or suspend, but only up to the undisbursed balance of funding authorized in this Agreement. Any notice suspending work under this Agreement shall remain in effect until Grantor authorizes work to resume by giving further written notice to Grantee.

8.10 Resolution of Disputes
The State Project Representative is identified on Page 1 of this Agreement. The State Project Representative has initial jurisdiction over each controversy arising under or in connection with the interpretation or performance of this Agreement or disbursement of
Grant Funds. The Grantee will diligently pursue with the State Project Representative a mutually agreeable settlement of any such controversy.

If the controversy cannot be resolved between Grantee and the State Project Representative, the Grantee must direct the grievance together with any evidence, in writing, to the Executive Director of the Wildlife Conservation Board. The grievance must state the issues in the dispute, the legal authority or other basis for the Grantee’s position and the relief sought.

The Executive Director or designee shall meet with a representative of the Grantee to review the issues. A written decision signed by the Executive Director or designee shall be returned to the Grantee within twenty (20) working days of the conclusion of this meeting.

8.11 Drug-Free Workplace Certification
By signing this Agreement, Grantee hereby certifies under penalty of perjury under the laws of the State of California that Grantee will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code Section 8350 et seq.) and will provide a drug-free workplace by taking the following actions:

8.11.1 Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a).

8.11.2 Establish a Drug-Free Awareness Program as required by Government Code Section 8355(b) to inform employees about all of the following:

   a) the dangers of drug abuse in the workplace;
   b) the person’s or organization’s policy of maintaining a drug-free workplace;
   c) any available counseling, rehabilitation, and employee assistance programs; and,
   d) penalties that may be imposed upon employees for drug abuse violations.

8.11.3 Provide, as required by Government Code Section 8355(c), that every employee who works on the proposed contract:

   a) will receive a copy of the company’s drug-free policy statement; and,
   b) will agree to abide by the terms of the company’s statement as a condition of employment on the contract.

Failure to comply with these requirements may result in suspension of disbursements under this Agreement or termination of the Agreement or both and Grantee may be ineligible for award of any future state contracts if the Grantor determines that any of the following has occurred: (1) Grantee has made false certification, or (2) Grantee violates the certification by failing to carry out the requirements as noted above.

8.12 Union Organizing
By signing this Agreement, the Grantee hereby acknowledges the applicability to this Agreement of Government Code Sections 16645 through 16649, and certifies that:
8.12.1 No state funds disbursed by this grant will be used to assist, promote, or deter union organizing;

8.12.2 Grantee shall account for state funds disbursed for a specific expenditure by this grant, to show those funds were allocated to that expenditure;

8.12.3 Grantee shall, where state funds are not designated as described in 8.12.2 above, allocate, on a pro-rata basis, all disbursements that support the grant program; and

8.12.4 If Grantee makes expenditures to assist, promote or deter union organizing, Grantee will maintain records sufficient to show that no state funds were used for those expenditures, and that Grantee shall provide those records to the Attorney General upon request.

8.13 Labor Code Requirements: Prevailing Wage
State grants may be subject to California Labor Code requirements, which include prevailing wage provisions. Certain state grants administered by the California Wildlife Conservation Board and the California Department of Fish and Wildlife are not subject to Chapter 1 (commencing with Section 1720) of Part 7 of Division 2 of the Labor Code. For more details, please refer to California Fish and Game Code Section 1501.5 and to the Department of Industrial Relations (DIR) website at http://www.dir.ca.gov. Grantee shall pay prevailing wage to all persons employed in the performance of any part of the Project if required by law to do so.

8.14 Disposition of Equipment
Title or ownership of equipment with a unit cost of $5,000 or more may be retained by Grantee or Grantor upon end of the grant cycle; final disposition will be coordinated by WCB’s Grant Manager.

8.15 Informational Products
All informational products (e.g. data, studies, findings, management plans, manuals, photos etc.) relating to California’s natural environment and produced with the use of public funds shall be cataloged in the California Geoportal (http://portal.gis.ca.gov/geoportal/catalog/main/home.page), maintained by the California Department of Technology.

8.16 Non-Discrimination
During the performance of this Agreement, Grantee shall not unlawfully discriminate against, harass, or allow harassment against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical disability (including HIV and AIDS), mental disability, medical condition, marital status, age (over 40), sex, sexual orientation, or use of family-care leave, medical-care leave, or pregnancy-disability leave. Grantee shall take affirmative action to ensure that the evaluation and treatment of its employees and applicants for employment are free of such discrimination and harassment. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Grantee shall comply with the provisions
of the Fair Employment and Housing Act (Government Code Section 12900 (a-f) et seq.), and applicable regulations (California Code of Regulations, Title 2, Section 7285 et seq.). The regulations of the Fair Employment and Housing Commission regarding Contractor Nondiscrimination and Compliance (Chapter 5 of Division 4 of Title 2 of the California Code of Regulations) are incorporated by reference into this Agreement. Grantee shall give written notice of its obligations under this non-discrimination clause to labor organizations with which Grantee has a collective bargaining or other agreement and shall post in conspicuous places available to employees and applicants for employment, notice setting forth the provisions of this section. Grantee shall also include the nondiscrimination and compliance provisions of this Agreement in all contracts related to the Project.

9. NOTICE OF AGREEMENT

The terms, conditions and restrictions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their personal representatives, heirs, successors, and assigns and shall continue as a servitude running with the Property for the Project Life.

10. AUTHORIZATION

The signature of the Executive Director certifies that at the meeting of the Wildlife Conservation Board held on February 25, 2021, the Board authorized the award of a grant of up to $4,239,244 to Grantee for the Project.

11. COUNTERPARTS

This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one, and the same instrument.

12. ELECTRONIC SIGNATURES

The Parties agree to accept electronic signatures (as defined in Section 1633.2 of the California Civil Code), faxed versions of an original signature, or electronically scanned and transmitted versions (e.g., via pdf) of an original signature.

13. EFFECTIVENESS OF AGREEMENT

This Agreement shall be deemed executed and effective when fully signed by authorized representative(s) of each of Grantor and Grantee. Each party shall sign original counterparts of this Agreement, by written signature, via DocuSign, or another electronic method acceptable to Grantor. Each fully executed counterpart shall be deemed an original. Grantee and shall each receive a fully executed original and Grantor shall receive one fully executed original.
14. EXHIBITS

Each of the Exhibits referenced in this Agreement is incorporated by reference as though set forth in full herein. The following Exhibits are attached to this Agreement:

Exhibit A – Location Map
Exhibit B – Budget
Exhibit C – Work Plan
Exhibit D – Management Plan
Exhibit E – Sample Landowner Access Agreement

IN WITNESS WHEREOF, the undersigned parties have executed this Agreement.

GRANTOR
STATE OF CALIFORNIA
WILDLIFE CONSERVATION BOARD

By: ________________________________ Date: 2/26/2021
John P. Donnelly
Executive Director

GRANTEE
MARIPSOA COUNTY RESOURCE CONSERVATION DISTRICT

By: ________________________________ Date: 2/8/2021
David Mecchi
President of the Board
EXHIBIT A – Location Map
## EXHIBIT B – Budget

<table>
<thead>
<tr>
<th>Project Task</th>
<th>WCB</th>
<th>Grantee</th>
<th>Yosemite National Park</th>
<th>CA Office of Emergency Services</th>
<th>UC Berkeley</th>
<th>Yosemite Conservancy</th>
<th>Total</th>
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<tbody>
<tr>
<td>1. Project Management</td>
<td>$70,200</td>
<td>$31,200</td>
<td>---</td>
<td>---</td>
<td>---</td>
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<td>$101,400</td>
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<td>2. Restoration</td>
<td>$3,923,088</td>
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<td>$1,115,670</td>
<td>$152,700</td>
<td>$170,000</td>
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<td>4. Indirect Costs</td>
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<td>---</td>
<td>---</td>
<td>---</td>
<td>---</td>
<td>$39,494</td>
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<tr>
<td><strong>TOTAL</strong></td>
<td>$4,239,244</td>
<td>$31,200</td>
<td>$1,115,670</td>
<td>$152,700</td>
<td>$170,000</td>
<td>$59,000</td>
<td><strong>$5,767,814</strong></td>
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</tbody>
</table>
EXHIBIT C – Work Plan

The Project helps protect the iconic Yosemite Valley, giant sequoias of the Merced Grove, and high-value wildlife habitat by reducing fuels along major road corridors in Yosemite National Park and the Yosemite West community. The Project will thin fuels on approximately 2,153 acres of mixed conifer forest, thereby reducing risk of high-severity wildfire that could otherwise greatly impact wildlife habitat, water quality, and local communities.

Task 1. Project Management

Project Management includes technical support, public outreach, grant administration, and communication with funders, members of the public, regulatory agencies, and other stakeholders.

Grantee will submit quarterly Progress Reports describing work to date, obstacles to implementation, and upcoming milestones.

Grantee will submit a Final Report which will include, at a minimum, a summary of work completed, photo documentation, and map(s) illustrating Project features.

Task 2. Restoration

Restoration includes felling fire-weakened and hazard trees, thinning small diameter conifers (<20" diameter), removing downed trees and merchantable and non-merchantable biomass to protect forest and soil carbon stores from fire. Non-merchantable biomass will be used to produce electricity or biochar either by hauling to a cogeneration facility or processing with a portable biogeneration plant. The Project area will be linked to other fuel breaks and used for prescribed fires.

Grantee, in collaboration with partners, will oversee restoration which includes physical implementation per the Project plans and specifications, contract management (including any subcontracts), project site management, engineering and environmental compliance, and adaptive management.

Grantee will submit an Implementation Plan detailing Project work to be completed (e.g., annotated timeline with description of treatments/methods).

Task 3. Monitoring

Monitoring includes collecting, analyzing and writing-up data to evaluate Project effects and inform future fuel reduction projects. Monitoring activities will include:

- Monitor Pacific fisher movement and occupancy.
- Install and monitor hydrologic sensors and snow pillows to assess baseline conditions, effects of Project work on downstream water availability, and extent of thinning necessary to create additional water for sequoias to persist under drought.
- Monitor stability of a channel headcut located in a wetland supporting the Merced Grove.
Monitor giant sequoias (e.g., isotopic signatures) to evaluate their use of surface water vs. subsurface water and what that implies for their response to drought, mechanical fuel reductions, and fire.

Grantee will submit a Monitoring Plan to evaluate performance of Project treatments and progress toward achieving Project objectives and outcomes.

The Final Report under this grant will include Interim Monitoring Results produced during the term of the grant.

**Task 4. Indirect Costs**

Indirect costs are calculated as a percent (indirect cost rate) of direct costs excluding subcontractor and equipment costs. Indirect costs supporting this calculation include but are not limited to: workers compensation insurance, utilities, office space rental, phone, and copying which is directly related to completion of the Project.

**Schedule of Deliverables**

<table>
<thead>
<tr>
<th>Task</th>
<th>Deliverable</th>
<th>Estimated Completion</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Project Management</td>
<td>1.1) Progress Reports</td>
<td>1.1) Quarterly (e.g., March 31, June 30, September 30, and December 31) for the duration of the grant</td>
</tr>
<tr>
<td></td>
<td>1.2) Final Report</td>
<td>1.2) March 1, 2025</td>
</tr>
<tr>
<td>2. Restoration</td>
<td>2.1) Implementation Plan</td>
<td>2.1) September 1, 2021</td>
</tr>
<tr>
<td>3. Monitoring</td>
<td>3.1) Monitoring Plan</td>
<td>3.1) September 1, 2021</td>
</tr>
<tr>
<td></td>
<td>3.2) Monitoring Results</td>
<td>3.2) With Final Report</td>
</tr>
</tbody>
</table>
EXHIBIT D - Management Plan

Yosemite National Park (YNP) has adopted a Management Plan that guides management actions for the YNP portion of the Project area and the Mariposa County Annual Budget addresses management for the portion of the Project area in the Yosemite West community. YNP fire management and forestry programs will conduct long term management and monitoring as an ongoing part of their regular operations within their jurisdiction. Monitoring forest health and conducting prescribed fires are an integral part of their ongoing programs.
EXHIBIT E - SAMPLE LANDOWNER ACCESS AGREEMENT

Access Agreement

MARIPOSA COUNTY RESOURCE CONSERVATION DISTRICT
YOSEMITE AREA FOREST RESTORATION

This Access Agreement ("Agreement") is entered into by and between the Mariposa County Resource Conservation District ("RCD") and ________________ ("Responsible Party"). The RCD and Responsible Party are sometimes referred to herein individually as a "Party" and collectively, the "Parties".

RECITALS

A. Responsible Party represents and warrants that it owns, operates or is a tenant of the real property described on Exhibit A attached hereto ("Property") and is authorized to enter into this Agreement.

B. The RCD is a Resource Conservation District organized under California Public Resources Code Section 9001 et seq.

C. Forests in the Yosemite area are in need of hazardous fuels removal.

D. The RCD has received all necessary permits to implement the Yosemite Area Forest Restoration, Phase 2 project ("Project") and enhance forest health and reduce hazardous fuels through selective thinning activities.

E. The RCD, in partnership with the Yosemite National Park, UC Berkeley, and California Office of Emergency Services, has received funding from the California Wildlife Conservation Board to work with Responsible Party and others to implement the Project.

F. The long-term success of the Project is dependent on participation of Responsible Parties in the Yosemite area where hazardous fuel loads are high.

G. Responsible Party acknowledges the benefits of the Project and therefore has agreed to allow the RCD to enter the Property to implement the Project on the terms and conditions set forth herein.

NOW THEREFORE, the RCD and Responsible Party agree as follows:

1. Grant of Right of Access.

   (a) Right of Access. Responsible Party hereby grants to the RCD, its employees, agents or designees, the right of access to the Property to implement the Project at all times as
may be reasonably necessary or appropriate during the term of this Agreement. The RCD’s right of access includes the right to allow personnel and equipment on the Property as reasonably appropriate. The right of access to the Property granted herein is subject to all the terms and conditions set forth in this Agreement.

(b) Work Area. Except for ingress and egress, the RCD’s work relating to the Project shall be confined to the areas shown on Exhibit A (“Work Area”). The Parties acknowledge and agree that the Work Area will be used, altered and maintained in accordance with the Project.

(c) Nonexclusive Right. The RCD’s right of access to the Property is not exclusive. Responsible Party, its employees and invitees shall each have the right to use the Property for all purposes as are permitted by federal, state, and local statutes, laws, ordinances, codes, regulations and rules, or as determined by Responsible Party, so long as such use does not interfere with the RCD’s rights hereunder.

(d) Advance Notice. The RCD shall give no less than seven (7) days advance notice prior to entry. The notice shall be sufficient if made either by telephone or by mail, directed to the address and telephone number shown below or to an alternate address provided by Responsible Party.

(e) No Property Interest Conveyed. This Agreement does not convey a property interest to the RCD in the Property or any portion thereof. This Agreement shall not be recorded in the official records of Mariposa County.

2. Term of Agreement. The term of this Agreement shall commence on the date all the Parties have signed this Agreement (“Commencement Date”), and terminate ten (10) years after the Commencement Date, unless the term of this Agreement is extended by mutual agreement of the Parties or unless sooner terminated as provided in this Agreement.

3. Default. In the event of a material default by the RCD, this Agreement may be terminated by Responsible Party a) provided the Responsible Party gives the RCD written notice of the default, which notice shall describe the nature of the default, and b) provided the RCD is given sixty (60) days to cure the default. In the event the RCD fails to cure the default within such sixty (60) day period, the Responsible Party may terminate this Agreement.

4. Responsibility for Project Costs. For the first five (5) years of this Agreement, all Project costs shall be the sole responsibility of the RCD.

5. Cooperation and Coordination. During the Term of this Agreement, Responsible Party and the RCD agree that: (a) each Party will cooperate and coordinate its activities with one another in order not to disturb ongoing use of the Work Area; (b) Responsible Party will not intentionally take action to disrupt the progress of the Project; (c) The RCD will continue monitoring and maintenance of the Project with assistance from the Responsible Party when needed for 10 years, commencing from the date of execution; and (d) each Party will take, use, provide and make proper, reasonable, necessary and sufficient precautions, safeguards and protections against the occurrence of any accidents, injuries or damage to any person or the Property.

6. Insurance and Indemnification.
(a) Insurance. RCD agrees to obtain and/or maintain at its own cost and expense general liability insurance in the sum of not less than $2,500,000 for each occurrence and not less than $2,500,000 combined limit.

(b) Indemnification. RCD shall indemnify, defend, and hold Responsible Party harmless from any and all claims, liability, losses, costs, charges, or expenses ("Claim" or "Claims") which Responsible Party may incur as a result of any negligent or wrongful act or omission of RCD in its use of the right of access granted under this Agreement. This indemnification obligation shall not apply to the extent a Claim is the result of the negligent or wrongful act or omission of Responsible Party.

(c) Repair of Damage. The RCD shall promptly repair any damage to the Property caused by the acts or omissions of the RCD or its employees or contractors.

7. Compliance with Applicable Laws. The RCD agrees to comply in all respects with any and all applicable federal, state, and local statutes, laws, ordinances, codes, regulations, and permit conditions in connection with Project.

8. Notice.

(a) Method of Notice. The Parties shall give all notices and communications between the Parties by (i) personal delivery, (ii) a nationally-recognized, next-day courier service, (iii) first-class registered or certified mail, postage prepaid, (iv) fax or (v) electronic mail to the Party's address specified in this agreement, or to the address that a Party has notified to be that Party's address for the purposes of this section. Receipt of Notice. A notice given under this Agreement will be effective on the other Party's receipt of it.

Responsible Party:
Attn: __________________________
______________________________

RCD:
Mariposa County Resource Conservation District
P.O. Box 2403
Mariposa, CA 95338
Attn: Melinda Barrett
Phone: (559) 580-0944
E-mail: mariposacountyrcd@gmail.com


(a) Recitals. The recitals set forth above are, by this reference, incorporated into and deemed a part of this Agreement.

(b) Integration. This Agreement contains the complete and entire agreement between the Parties and cannot be altered, modified or amended except by the written agreement of the Parties. The Parties agree that there are no oral agreements, understandings, representations or warranties which are not expressly set forth herein.
(c) Binding Effect. This Agreement shall inure to the benefit of and bind the Parties hereto and their successors and assigns.

(d) Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

(e) Captions. All sections and paragraph headings and captions appearing in this Agreement are included for convenience only, and shall not be considered in interpreting this Agreement.

(f) Severability. If any term, provision, condition or covenant of this Agreement shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and this Agreement shall otherwise be valid and enforceable to the fullest extent permitted by law.

(g) Exhibits. All exhibits attached hereto are hereby incorporated by reference and made a part of this Agreement.

(h) Waiver. A waiver by one Party of the performance of any covenant, agreement, obligation or condition, shall not be construed as a waiver of any other covenant, agreement or condition. A waiver by any Party of the performance of any act shall not constitute a waiver of the performance of any other act or an identical act required to be performed at a later time.

(i) Interpretation. Each Party and its counsel has reviewed and revised this Agreement and any rule of contract interpretation to the effect that ambiguities or uncertainties are to be interpreted against the drafting Party or the Party who caused it to exist shall not be employed in the interpretation of this Agreement or any document executed in connection herewith.

(j) Mediation of Disputes. If a dispute arises out of or relates to this Agreement or the breach thereof, the Parties agree to first try in good faith to settle the dispute by non-binding mediation before resorting to binding arbitration or litigation.

(k) Jurisdiction and Venue. The Parties acknowledge and understand that the making of this Agreement is in Monterey County, California. The exclusive venue for any suit, action or proceeding shall be in Monterey County, California.

(l) Counterparts. This Agreement may be executed and delivered in counterparts, each of which shall be deemed to be a duplicate original hereof. This Agreement may also executed in multiple counterparts and shall be effective when counterparts hereof, when taken together, bear the signatures of all the Parties set forth below.

(m) Authority. The undersigned Parties affirm that the individuals signing this Agreement have been granted the authority to do so.

IN WITNESS WHEREOF, this Agreement has been entered into as of the date and year set forth below.

[signatures]
Melinda Barrett
Program Manager
Mariposa County Resource Conservation District
P.O. Box 2403
Mariposa, CA 95338
barrett.melinda1@gmail.com

Yosemite Area Forest Restoration, Phase 2
Mariposa County
Grant Agreement No.: WC-2096JG
Project ID: 2020139

Dear Ms. Barrett:

Enclosed for your records is one fully executed Grant Agreement WC-2096JG for the above referenced project located in Mariposa County. This is your Notice to Proceed in accordance with the terms and conditions of the agreement. Please make note of the following deadlines for submission of invoices and receipts for labor and materials: all materials must be ordered and work completed by March 31, 2025. Bills for materials ordered and work completed prior to March 31, 2025 can be submitted up to 30 days past that date. Please keep one copy of the fully executed Grant Agreement for your records and forward a copy to the landowner.

Thank you for your assistance in implementing this important conservation project. If you have any questions, please contact the project manager Judah Grossman at judah.grossman@wildlife.ca.gov or (916) 445-8892.

Sincerely,

John P. Donnelly
Executive Director

Enclosure(s)

cc: CDFW, Accounting Services Branch/Claims Unit
    (w/2 copies of agreement WC-2096JG enclosed)

ec: Julie Vance, Regional Manager
    CDFW Central Region (4)